

ORDINANCE NO. _____

TOWN OF BLUFFTON, SOUTH CAROLINA

AN ORDINANCE AUTHORIZING THE TOWN MANAGER TO EXECUTE AND DELIVER AN EASEMENT PROVIDING A NON-EXCLUSIVE PERMANENT UTILITY EASEMENT TO DOMINION ENERGY OF SOUTH CAROLINA INC. OVER CERTAIN REAL PROPERTY OWNED BY THE TOWN OF BLUFFTON CONSISTING OF A PORTION OF PARCEL R610-028-000-1006-0000

WHEREAS, the Town of Bluffton, South Carolina, (the “*Town*”) presently owns one parcel of approximately 8.85 acres located in the Town of Bluffton, Beaufort County, South Carolina, commonly known and identified as 3234E Okatie Highway and assigned Tax Map No. R610-028-000-1006-0000 (the “*Property*”); and,

WHEREAS, Dominion Energy of South Carolina (“*Dominion Energy*”) has requested that the Town grant it a non-exclusive utility easement across a portion of the Property for the purpose of installing an underground line to support their utility system improvement project; and,

WHEREAS, Town Staff has worked diligently with Dominion Energy to locate an appropriate easement path across the Property that ensures a minimal impact to the Property itself; and,

WHEREAS, Town Council has determined that it is in the best interests of the Town to authorize the execution and delivery of the requested *Easement*, which has been attached hereto as **EXHIBIT “A”** and incorporated by reference herein (the “*Easement*”); and,

WHEREAS, Sections 5-7-40 and 5-7-260 of the South Carolina Code of Laws and Sections 2-13(a)(8) and 2-13(a)(4) of the Code of Ordinances for the Town of Bluffton requires that Town Council act by Ordinance to convey, lease, or authorize the conveyance or lease of any Town owned lands as well as easements and public rights-of-way.

NOW, THEREFORE, BE IT ORDERED AND ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF BLUFFTON, SOUTH CAROLINA, in accordance with the foregoing, as follows:

SECTION 1. EXECUTION AND DELIVERY OF EASEMENT. The Town Council hereby authorizes the transfer and conveyance of the necessary easements over the Property and hereby authorizes the Town Manager to execute the Easement in substantial form to the one attached hereto as **EXHIBIT “A”**.

SECTION 2. AUTHORIZATION FOR ADDITIONAL ACTIONS. The Mayor, Town Manager, and Town Clerk are each hereby authorized to execute any and all documents necessary to consummate the transfer and conveyance of the easements on the Property from the Town, including, without limitation, the delivery and recordation of the Easement with the Office of the Register of Deeds for Beaufort County, South Carolina. The Town Manager is hereby authorized to pay such reasonable costs of the transaction as may be necessary.

SECTION 3. ORDINANCE IN FULL FORCE AND EFFECT. This entire Ordinance shall take full force and effect upon its final adoption.

DONE, RATIFIED AND ENACTED this ____ day of _____, 2023.

This Ordinance was read and passed at first reading on _____, 2023.

Lisa Sulka, Mayor
Town of Bluffton, South Carolina

Marcia Hunter, Town Clerk
Town of Bluffton, South Carolina

This Ordinance was read and passed at second reading on _____, 2023.

Lisa Sulka, Mayor
Town of Bluffton, South Carolina

Marcia Hunter, Town Clerk
Town of Bluffton, South Carolina

INDENTURE, made this _____ day of _____, 2023 by and between **The Town of Bluffton, a South Carolina municipal corporation**, hereinafter called "Grantor" (whether singular or plural), and the **DOMINION ENERGY SOUTH CAROLINA, INC.**, a South Carolina corporation, having its principal office in Cayce, South Carolina, hereinafter called "Grantee".
WITNESSETH:

That, in consideration of the sum of One Dollar (\$1.00) received from Grantee, Grantor, being the owner of land situate in the County of **Beaufort**, State of South Carolina, hereby grants and conveys to Grantee, its successors and assigns, the right to construct, replace, relocate, perpetually maintain and operate an underground electric line or lines consisting of any or all of the following: conductors, lightning protective wires, municipal, public or private communication lines, cables, conduits, pad mounted transformers, and other accessory apparatus and equipment deemed by Grantee to be necessary or desirable, upon, over, across, through and under land described as follows: a portion of a tract of land containing **8.85** acres, more or less, and being the same lands conveyed to Grantor by deed of **Del Webb Communities, Inc.**, dated or recorded **9/2/2004**, and filed in the Register of Deeds office for **Beaufort** County in Deed book **2013** at Page **1506**.

All that certain piece, parcel or tract of land, situate, lying and being known and designated as Parcel 8C, as shown in Plat Book 134 at Page 1. The easement is only for the Grantee's facilities identified as "SECTION OF LINE COVERED BY EASEMENT" and being more fully shown on Dominion Energy South Carolina drawing #84940, attached hereto and made a part hereof, as Exhibit "A".

TMS: R610 028 000 1006 0000

Together with the right from time to time to install on said line such additional lines, apparatus and equipment as Grantee may deem necessary or desirable and the right to remove said line or any part thereof.

Together also with the right (but not the obligation) from time to time to trim, cut or remove trees, underbrush and other obstructions that are within, over, under or through a strip of land ("Easement Space") extending Five (5) feet on each side of any underground wires and within, over, under or through a section of land extending Twelve (12) feet from the door side(s) of any pad mounted transformers, elbow cabinets, switchgears or other devices as they are installed; provided, however, any damage to the property of Grantor (other than that caused by trimming, cutting or removing) caused by Grantee in maintaining or repairing said lines, shall be borne by Grantee; provided further, however, that Grantors agree for themselves, their successors and assigns, not to build or allow any structure to be placed on the premises in such a manner that any part thereof will exist within the applicable above specified Easement Space, and in case such structure is built, then Grantor, or such successors and assigns as may be in possession and control of the premises at the time, will promptly remove the same upon demand of Grantee herein. Grantor further agrees to maintain minimum ground coverage of thirty six (36) inches and maximum ground coverage of fifty four (54) inches over all underground primary electric lines. Together also with the right of entry upon said lands of Grantor for all of the purposes aforesaid.

The words "Grantor" and "Grantee" shall include their heirs, executors, administrators, successors and assigns, as the case may be.

IN WITNESS WHEREOF, Grantor has caused this indenture to be duly executed the day and year first above written.

WITNESS:

Town of Bluffton, a South Carolina municipal corporation

By: _____ (SEAL)

1st Witness

2nd Witness

Print Name

Title

ACKNOWLEDGMENT

STATE OF SOUTH CAROLINA)
)
COUNTY OF **Beaufort**)

The foregoing instrument was acknowledged before me, the undersigned Notary, and I do hereby certify that the within named _____ as _____ for **Town of Bluffton, a South Carolina municipal corporation** personally appeared before me this day and that the above named acknowledged the due execution of the foregoing instrument.

Sworn to before me this _____ day of _____, **2023**

Signature of Notary Public State of SC

My commission expires: _____

Print Name of Notary Public

**RIGHT OF WAY GRANT TO
DOMINION ENERGY SOUTH CAROLINA, INC.**

Line: **Hardeeville to Pritchardville Tap - Distribution Underbuild**

County: **Beaufort**

R/W File Number: **26464**

Grantor(s): **Town of Bluffton**

Return to: **DESC, C/O Right of Way Dept., 81 May River Road, Bluffton, SC 29910**

BEAUFORT COUNTY

EXHIBIT "A"

