

RESOLUTION 2025-_____
A RESOLUTION AUTHORIZING ACCEPTANCE OF EASEMENT
DONATIONS FROM PROPERTY OWNERS NECESSARY TO COMPLETE
THE PRITCHARD STREET STREETScape PROJECT

WHEREAS, the Town of Bluffton (“*Town*”) is seeking to improve and enhance Pritchard Street, a right of way located within and owned by the Town which improvements and enhancements include, but are not limited to, drainage, sidewalk, lighting and right of way improvements; collectively hereinafter the “*Project*”; and,

WHEREAS, to complete the Project, the Town needs to acquire easement interests from property owners for parcels of real property abutting Pritchard Street, where said parcels are specifically identified in “Exhibit A” attached hereto and incorporated herein by reference; collectively hereinafter the “*Easements*”; and,

WHEREAS, the property owners expressed support for the Project and have voluntarily offered to execute a conveyance for the Easements to the Town over the parcel for a public purpose; and,

WHEREAS, the Town desires to accept the donations of the easements and Town Council has determined that it is in the public interest for the Town to accept the donations and conveyances of the Easements; and,

WHEREAS, Town Council desires to authorize the Town Manager to execute such documents and to expend such funds as are necessary to complete the donation and conveyance of the Easements to the Town and, to the extent necessary, to ratify the Town Manager’s actions related to the same.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF BLUFFTON, SOUTH CAROLINA, AS FOLLOWS:

1. The Town Council hereby authorizes the acceptance of the donation and conveyance of the Easements to the Town, as identified in Exhibit A, as a donation to the Town for the public purpose described above; and approves the Easements in a substantially similar form as shown in Exhibit “B” attached hereto and incorporated herein by reference.

2. The Mayor, Town Manager, and Town Clerk are each hereby authorized to execute any and all documents necessary to effect the donation and conveyance of the Easements as a donation to the Town, including, without limitation, the acceptance and recordation of the above-referenced Easements 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.

**THIS RESOLUTION SHALL BE EFFECTIVE IMMEDIATELY UPON ADOPTION.
SIGNED, SEALED AND DELIVERED AS OF THIS ____ DAY OF _____,
2025.**

Larry Toomer, Mayor
Town of Bluffton, South Carolina

ATTEST:

Marcia Hunter, Town Clerk
Town of Bluffton, South Carolina

EXHIBIT “A”
(THE EASEMENTS)

Tax Map Parcel Number	Address	Easement Type
1. R610 039 000 0057 0000	20 Bridge St.	Streetscape, Drainage, Temporary Construction
2. R610 039 000 056B 0000	172 Burnt Church Rd.	Streetscape
3. R610 039 00A 0044 0000	22 Pritchard St.	Temporary Construction
4. R610 039 00A 0043 0000	18 Pritchard St.	Temporary Construction
5. R610 039 00A 0042 0000	24 Bruin Rd.	Streetscape
6. R610 039 000 1182 0000	25 Pritchard St.	Streetscape
7. R610 039 000 1234 0000	Right of Way known as Tabby Shell Rd.	Streetscape
8. R610 039 000 1217 0000	21 Pritchard St.	Streetscape
9. R610 039 000 0274 0000	32 Bruin Rd.	Streetscape
10. R610 039 00a 0050 0000	70 Pritchard St.	Temporary Construction
11. R610 039 00A 0405 0000	28 Pritchard St.	Temporary Construction

EXHIBIT "B"
(EASEMENT FORMS)

RESERVED FOR RECORDING PURPOSES:

(843) 681-7000

Bluffton, South Carolina 29910

STATE OF SOUTH CAROLINA)
)
)
COUNTY OF BEAUFORT)
)

**STREETSCAPE EASEMENT AGREEMENT
(PRITCHARD STREET - BLUFFTON)
TMS No. _____
Dominion Energy Easement # _____**

THIS STREETSCAPE EASEMENT AGREEMENT (the “*Agreement*”) is made and entered into on this ____ day of _____, 2025, (the “*Effective Date*”) by and between _____, (the “*Grantor*”) and THE TOWN OF BLUFFTON, a South Carolina municipal corporation of 20 Bridge Street, Bluffton, South Carolina 29910 (the “*Town*”) and DOMINION ENERGY OF SOUTH CAROLINA, INC., a South Carolina corporation (“*Dominion*”)(herein, the Town and Dominion collectively, the “*Grantee*”).

WITNESSETH

WHEREAS, the Grantor affirms, acknowledges and represents that Grantor is the record owner of a parcel of real property located in the Town of Bluffton, South Carolina, (the "*Property*") which real property is more specifically described as:

(Enter Legal Description of Property)

Tax Map No. R _____
Street Address: _____
Bluffton, South Carolina 29910

WHEREAS, the Grantee seeks to acquire a portion of the Property for a public purpose, more particularly the completion of street frontage improvements, including on-street lighting, along Pritchard Street, a public road in the Town of Bluffton, South Carolina (herein, the “*Project*”); and,

WHEREAS, in order to proceed with the Project, the Grantee will need to acquire certain permanent easement interests on the Property, which easement is specifically shown, described, and

designated on EXHIBIT “A” hereto as (i) “_____” consisting of approximately _____ SQUARE FEET; and (ii) “_____” consisting of approximately _____ SQUARE FEET, (collectively herein, the “*Streetscape Easement Area*”); and

WHEREAS, in order to proceed with the Project, the Town will also need to acquire certain temporary easement interests on the Property, which easement is more specifically shown, described and identified on EXHIBIT “A” hereto as “_____” consisting of an approximately _____ SQUARE FEET; (herein, the “*Temporary Easement Area*”)(with the Streetscape Easement Area and the Temporary Easement Area collectively referred to as the “*Easement Areas*”); and,

WHEREAS, the Grantor desires to show its support for the Project by conveying the requisite easements over the Easement Areas to the Grantee, as more fully set forth herein; and,

WHEREAS, the Parties desire to execute this Agreement to clarify and/or set forth the scope of the easements granted to the Grantee.

AGREEMENT

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, subject to the terms and conditions set forth herein, Grantor, for TEN AND NO/100 (\$10.00) DOLLARS and no other consideration, the receipt and sufficiency of which are hereby acknowledged, hereby declares, grants, bargains, donates, aligns, conveys, imposes and confirms unto the Grantee, its successors, successors-in-title and assigns, and Grantee’s contractors, tenants, invitees, customers, agents, and employees such non-exclusive, perpetual, commercial, and transmissible easements and rights-of-way, over, under, across, through, and upon the Easement Areas, for the benefit of the Grantee, individually and collectively for the following purposes and as more fully set forth herein, *to wit*:

1. **Incorporation of Recitals.** The above recitals and attached exhibit(s) are hereby incorporated herein as if restated fully and are hereby made an integral part hereof so that their contents are a substantive part of this Agreement.

2. **Consideration and Acknowledgement of Just Compensation.** Grantor desires and agrees to convey the Easement over the Easement Area to Grantee for charitable or public uses and purposes and for no monetary consideration. Further, Grantor acknowledges that Grantor has been fully informed of Grantor’s right to receive just compensation for the Easements, pursuant to the United States Constitution, the South Carolina Constitution and the South Carolina Eminent Domain Act (S.C. Code Ann. § 28-2-370). Grantor does acknowledge and agrees that Grantor willingly and voluntarily waives any right to receive just compensation for the Easement granted to the Town herein and chooses to donate the same for the benefit of the Project.

3. **Permanent Easements.** Subject to the provisions of this Easement Agreement, the Grantor hereby grants and conveys to the Grantee a non-exclusive, perpetual, commercial, transmissible, and irrevocable easements to construct, operate and maintain certain streetscape improvements, including but not limited to the right, privilege and authority, from time to time, to enter upon, construct, extend, inspect, operate, replace, relocate, repair, and perpetually maintain upon, over, along, across, through, and under the Streetscape Easement Area such (a) lights, fixtures, poles, support infrastructure, communications infrastructure, conduits, wiring, meters, boxes, enclosures, transformers, hand-holes, transformer enclosures, connection boxes and/or other

subsurface or above-ground lighting and electric utility improvements (the "*Utility Improvements*"), (b) sidewalk, paver, pathway, parking, pedestrian bridge, crosswalk, crosswalk signals, emergency telephone or computer systems, walkway furniture, planters, irrigation lines, and/or other walkway improvements (the "*Sidewalk Improvements*"), and (c) drains, embankments, ditches, culverts, flumes, pipes and any other improvements used or useful in the collection, conveyance, testing and drainage of surface and storm water runoff (the "*Drainage Improvements*") (with the Utility Improvements, the Sidewalk Improvements, and the Drainage Improvements collectively, the "*Improvements*"), together with the right of ingress, egress, and access to and from and across and upon those portions of the Property immediately adjacent to the Streetscape Easement Area as may be necessary or convenient for the purposes connected therewith. Together with the right, from time to time, to install any or all of the Improvements in the Streetscape Easement Area near the easement/lot lines provided, however, any damage to the property of Grantor caused by a Grantee Party in the exercise of its rights hereunder shall be repaired by said Grantee Party at its cost and expense. The Grantee and its contractors, agents and employees (collectively and together with Grantee, the "*Grantee Parties*") shall operate on the Streetscape Easement Area in a safe and workmanlike manner, in accordance with generally accepted construction practices in the State of South Carolina, in accordance with all applicable federal, State and local laws and regulations, and in compliance with all requisite permits. Additionally, in no event shall any of the Grantee Parties materially interfere with vehicular and/or pedestrian access to and from the Property and the public thoroughfare abutting thereto and/or the business operations being conducted on the Property or otherwise utilize any Property outside of the Streetscape Easement Area, except as otherwise provided herein. The parties to this Agreement agree that should a Grantee Party disturb any asphalt, concrete, or other all-weather surface in the performance of its rights or obligations hereunder, said Grantee Party shall be responsible for repairing the same.

Further, the Grantor shall grant and hereby grants and conveys to Grantee, its heirs, legal representatives, tenants, employees, agents, invitees, customers, successors and assigns, and any other persons whomsoever claiming under or through said parties, including but not limited to the general public (herein collectively, the "*Public*"), upon the completion of the Improvements in the Streetscape Easement Area in accordance with the Project's final construction plans, a perpetual, irrevocable, non-exclusive, ingress, egress, regress, pedestrian and vehicular access easement in, under, upon, about, over, across and through the Sidewalk Improvements now existing or hereafter constructed in the Streetscape Easement Area. The Public may use the Streetscape Easement Area for (i) ingress, egress, regress and access; (ii) the perpetual, non-exclusive and irrevocable right to use the Sidewalk Improvements now existing or hereafter constructed in the Streetscape Easement Area for the purposes of pedestrian circulation; (iii) the perpetual, non-exclusive and irrevocable right to use the parking facilities now existing or hereafter constructed in the Streetscape Easement Area for the purposes of parking vehicles; and, (iv) all other purposes reasonably necessary for the Public's use and enjoyment of the Sidewalk Improvements; provided, however, the Town may, in its reasonable discretion, establish certain rules, restrictions and regulations over the Public's use of and access to the Streetscape Easement Area and Sidewalk Improvements as determined in the sole discretion of the Town.

4. **Temporary Construction Easement.** The Grantor hereby grants and conveys to the Grantee Parties a two (2) year non-exclusive, irrevocable, temporary construction easement, license and permission upon, over, along, across, through, and under the Temporary Easement Area, for the purposes of constructing any and all Improvements set forth in the Project's final construction plans, including but not limited to: (i) ingress, egress, regress and access to the Property, (ii) use of the Temporary Easement Area for a staging area for the construction of the Project, (iii) use of the Temporary Easement Area as a lay down area for equipment and supplies to be used in the construction of the Project, (iv) parking vehicles, equipment and construction trailers during the

construction of the Property, and (v) any such other incidental uses reasonably necessary or desirable during the construction of the Project, as determined in the sole discretion of the Grantee. The Grantee Parties shall operate on the Temporary Easement Area in a safe and workmanlike manner, in accordance with generally accepted construction practices in the State of South Carolina, in accordance with all applicable federal, State and local laws and regulations, and in compliance with all requisite permits.

5. **Acknowledgment.** The Town acknowledges and agrees that no new boundary or property lines are created by the Easement conveyed hereunder and therefore the setbacks and buffers, if any, required by applicable municipal zoning and development ordinances, including the Town's Unified Development Ordinance shall continue to extend through the Easement Area to the boundary line of the Property and adjacent rights-of-way. Further, the grant of this Easement and the improvements in the Easement Area shall not serve to reduce any density available or existing on the Property prior to the date of this Agreement.

6. **Continuation of Other Easements.** Nothing within this Agreement shall be deemed to nor shall operate to extinguish any other easements held or possessed by the Grantee, either individually or collectively, encumbering the Property.

7. **Town Council Approval.** Notwithstanding anything in this Agreement to the contrary, pursuant to Section 5-7-260 of the South Carolina Code of Laws, 1976, as amended, and Sections 2-13 and 2-19 of the Code of Ordinances for the Town of Bluffton, South Carolina, the Grantor acknowledges and agrees that the Town, as a South Carolina municipal corporation, may only acquire interests in real property through the adoption of a written resolution of the Bluffton Town Council at a duly held public meeting of Town Council.

8. **Other Provisions, Terms and Conditions.**

- a. **Incorporation of Recitals.** The above recitals and attached Exhibits are hereby incorporated herein as if restated fully and are hereby made an integral part hereof so that their contents are a substantive part of this Agreement.
- b. **Construction of Agreement.** Each party acknowledges that it has participated in the negotiation and drafting of this Agreement. No provision of this Agreement shall be construed against or interpreted to the disadvantage of any Party hereto or thereto by any court by reason of such Party having or being deemed to have structured, dictated, or drafted any provision in the Agreement.
- c. **Modifications.** The terms of this Agreement may not be changed, modified, waived, discharged or terminated orally, but only by an instrument in writing, signed by each Party.
- d. **Successors and Assigns.** All provisions of this Agreement shall run with the land and bind and inure to the benefit of each Party and each Party's respective heirs, executors, legal representatives, successors, successors in title and assigns. The words "Grantor" and "Grantee" shall include their heirs, executors, administrators, successors, and assigns, as the case may be.
- e. **Merger Provision.** This Agreement contains the entire agreement between the Parties with respect to the issues set forth herein. All other discussions, proposals, agreements or offers are merged into this Agreement.

- f. Captions.** The section headings appearing in this Agreement are for convenience of reference only and are not intended to any extent for the purpose, to limit or define the test of any section or any subsection hereof.

TO HAVE AND TO HOLD, subject to the conditions and limitations set forth above, all and singular, the rights, privileges and easements aforesaid unto the Grantee, its successors and assigns, forever.

GRANTOR HEREBY COVENANTS with the Grantee that Grantor is lawfully seized and possessed of the Property or, in the alternative, holds non-exclusive easement rights for the purposes of access, utilities and the like thereto, and that Grantor has good lawful right to convey the easements conveyed herein, or any part thereof, and that Grantor will forever warrant and forever defend the title thereto against the lawful claims of Grantor's successors, heirs and assigns.

[Remainder of Page Intentionally Omitted. Signature Page(s) and Exhibit(s) to Follow.]

WITNESS Grantee's Hand and Seal this ____ day of _____, 2025.

SIGNED, SEALED AND DELIVERED IN
THE PRESENCE OF:

(Signature of First Witness)

(Printed Name of First Witness)

(Signature of Second Witness or Notary Public)

(Printed Name of Second Witness or Notary Public)

GRANTEE:

TOWN OF BLUFFTON, a South Carolina
municipal corporation

By: _____ (L.S.)

Name: STEPHEN STEESE, ICMA-CM

Title: TOWN MANAGER

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

ACKNOWLEDGMENT

I HEREBY CERTIFY that on this ____ day of _____, 2025,
before me, the undersigned Notary Public of the State and County aforesaid, personally appeared
STEPHEN STEESE as TOWN MANAGER for the TOWN OF BLUFFTON, a South Carolina municipal
corporation, known or satisfactorily proven to me to be the person whose name is subscribed to the
within instrument, who, on behalf of the corporation, acknowledged the execution thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year
last above mentioned.

(Signature of Notary Public) (SEAL)

Notary Printed Name: _____

Notary Public for the State of South Carolina

My Commission Expires: _____

WITNESS Grantee's Hand and Seal this ____ day of _____, 2025.

SIGNED, SEALED AND DELIVERED IN
THE PRESENCE OF:

(Signature of First Witness)

(Printed Name of First Witness)

(Signature of Second Witness or Notary Public)

(Printed Name of Second Witness or Notary Public)

GRANTEE:

DOMINION ENERGY SOUTH CAROLINA,
INC., a South Carolina corporation

By: _____ (L.S.)

Name: DANIEL F. KASSIS

Title: VICE PRESIDENT OF CUSTOMER
RELATIONS AND RENEWABLES

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

ACKNOWLEDGMENT

I HEREBY CERTIFY that on this ____ day of _____, 2025,
before me, the undersigned Notary Public of the State and County aforesaid, personally appeared
DANIEL F. KASSIS as VICE PRESIDENT OF CUSTOMER RELATIONS AND RENEWABLES for DOMINION
ENERGY SOUTH CAROLINA, INC., a South Carolina corporation, known or satisfactorily proven to
me to be the person whose name is subscribed to the within instrument, who, on behalf of the
corporation, acknowledged the execution thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year
last above mentioned.

(Signature of Notary Public) (SEAL)

Notary Printed Name: _____
Notary Public for the State of South Carolina
My Commission Expires: _____

EXHIBIT “A”
(Easement Depiction)

Recording Date: _____
Book: _____ Page: _____

PREPARED WITHOUT BENEFIT OF TITLE EXAMINATION BY:

Attn: Brittany L. Ward

Hilton Head Island, South Carolina 29925

(843) 681-7000

THE TOWN OF BLUFFTON

Attn: Town Clerk

20 Bridge Street

Bluffton, South Carolina 29910

STATE OF SOUTH CAROLINA)
) **TEMPORARY CONSTRUCTION EASEMENT**
COUNTY OF BEAUFORT) Tax Map No. _____

WITNESSETH

WHEREAS, the Grantor is the owner of certain property located within the Town of Bluffton, commonly known as _____, R_____; and,

WHEREAS, the Grantee seeks to acquire certain easement interests over portions of Grantor's real property for a public purpose, more particularly, for the completion of street frontage improvements, including curb construction and on-street lighting, along Pritchard Street, a public roadway owned by the Town of Bluffton, South Carolina (herein, the "***Project***"); and,

WHEREAS, in order to proceed with the Project, the Grantee intends to acquire certain temporary easement interests over the above referenced real property, which parcel is more thoroughly defined on **EXHIBIT “A”** hereto, which by reference is fully incorporated herein (collectively, the “*Property*”); and,

WHEREAS, the Grantee desires to acquire a _____ temporary easement interest over the Property as is more specifically shown, described and designated as “_____” on **EXHIBIT “B”** attached hereto, which by reference is fully incorporated herein (collectively, the “*Temporary Easement Area*”)

WHEREAS, the Grantor desires to show its support for the Project by conveying the requisite easement over the Easement Area to the Grantee, as more fully set forth herein; and,

WHEREAS, the Parties desire to execute this Agreement to clarify and/or set forth the scope of the easements granted to the Grantee.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, subject to the terms and conditions set forth herein, in consideration of the premises herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, the Parties do hereby agree as follows:

1. Consideration and Acknowledgement of Just Compensation. Grantor desires and agrees to convey the Easement over the Easement Area to Grantee for charitable or public uses and purposes and for no monetary consideration. Further, Grantor acknowledges that Grantor has been fully informed of Grantor's right to receive just compensation for the Easements, pursuant to the United States Constitution, the South Carolina Constitution and the South Carolina Eminent Domain Act (S.C. Code Ann. § 28-2-370). Grantor does acknowledge and agrees that Grantor willingly and voluntarily waives any right to receive just compensation for the Easement granted to the Town herein and chooses to donate the same for the benefit of the Project.

2. Grant of Temporary Construction Easement. Grantor grants and conveys to Grantee, its successors and assigns, for the benefit and use of Grantee and its employees, agents, lessees, licensees, and contractors a nonexclusive, perpetual, commercial, transmissible, appendant temporary easement in, over, and upon the Property in the Easement Area which runs with the land and is further described as provided for in this Agreement. Specifically, the Easement is a non-exclusive, irrevocable temporary construction easement, license and permission upon, over, along, across, through, and under the Easement Area, for the purposes of: (i) constructing any and all improvements necessary to complete the Project, including but not limited to grading, trimming, cutting or removing trees, underbrush and other obstructions that are over, under or through the Easement Area; (ii) ingress, egress, regress and access to the Easement Area, (iii) use of the Easement Area for a staging area for the construction of the Project, (iv) use of the Easement area as a lay down area for equipment and supplies to be used in the construction of the Project, and (v) any such other incidental uses reasonably necessary or desirable during the construction of the Project, as determined in the sole discretion of the Town. The Grantee and its contractors, agents and employees shall operate on the Easement Area in a safe and workmanlike manner, in accordance with generally accepted construction practices in the State of South Carolina, in accordance with all applicable federal, State and local laws and regulations, and in compliance with all requisite permits.

3. Term. This Agreement shall be effective as of the Effective Date and continue for Two (2) years, or until the Project has been completed, whichever occurs first. The Term of this Agreement may be extended if agreed upon in writing by the Parties.

4. Acknowledgment. The Town acknowledges and agrees that no new boundary or property lines are created by the Easement conveyed hereunder and therefore the setbacks and buffers, if any, required by applicable municipal zoning and development ordinances, including the Town's Unified Development Ordinance shall continue to extend through the Easement Area to the boundary line of the Property and adjacent rights-of-way. Further, the grant of this Easement and the improvements in the Easement Area shall not serve to reduce any density available or existing on the Property prior to the date of this Agreement.

5. Continuation of Other Easements. Nothing within this Agreement shall be deemed to nor shall operate to extinguish any other easements held or possessed by the Grantee, either individually or collectively, encumbering the Property.

6. Town Council Approval. Notwithstanding anything in this Agreement to the contrary, pursuant to Section 5-7-260 of the South Carolina Code of Laws, 1976, as amended, and Sections 2-13 and 2-19 of the Code of Ordinances for the Town of Bluffton, South Carolina, the Grantor acknowledges and agrees that the Town, as a South Carolina municipal corporation, may only acquire interests in real property through the adoption of a written resolution of the Bluffton Town Council at a duly held public meeting of Town Council.

7. Other Provisions, Terms and Conditions.

- a. Incorporation of Recitals.** The above recitals and attached Exhibits are hereby incorporated herein as if restated fully and are hereby made an integral part hereof so that their contents are a substantive part of this Agreement.
- b. Construction of Agreement.** Each party acknowledges that it has participated in the negotiation and drafting of this Agreement. No provision of this Agreement shall be construed against or interpreted to the disadvantage of any Party hereto or thereto by any court by reason of such Party having or being deemed to have structured, dictated, or drafted any provision in the Agreement.
- c. Modifications.** The terms of this Agreement may not be changed, modified, waived, discharged or terminated orally, but only by an instrument in writing, signed by each Party.
- d. Successors and Assigns.** All provisions of this Agreement shall run with the land and bind and inure to the benefit of each Party and each Party's respective heirs, executors, legal representatives, successors, successors in title and assigns. The words "Grantor" and "Grantee" shall include their heirs, executors, administrators, successors, and assigns, as the case may be.
- e. Merger Provision.** This Agreement contains the entire agreement between the Parties with respect to the issues set forth herein. All other discussions, proposals, agreements or offers are merged into this Agreement.
- f. Captions.** The section headings appearing in this Agreement are for convenience of reference only and are not intended to any extent for the purpose, to limit or define the test of any section or any subsection hereof.

TO HAVE AND TO HOLD, subject to the conditions and limitations set forth above, all and singular, the rights, privileges and easements aforesaid unto the Grantee, its successors and assigns, forever.

GRANTOR HEREBY COVENANTS with the Grantee that Grantor is lawfully seized and possessed of the Property or, in the alternative, holds non-exclusive easement rights for the purposes of access, utilities and the like thereto, and that Grantor has good lawful right to convey the easements conveyed herein, or any part thereof, and that Grantor will forever warrant and forever defend the title thereto against the lawful claims of Grantor's successors, heirs and assigns.

WITNESS Grantor's Hand and Seal this ____ day of _____, 2025.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

GRANTOR:

Signature of First Witness

Printed Name of First Witness

Signature of Second Witness or Notary Public

Printed Name of Second Witness or Notary Public

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

ACKNOWLEDGMENT

I HEREBY CERTIFY that on this ____ day of _____, 2025, before me, the undersigned Notary Public of the State and County aforesaid, personally appeared _____, known or satisfactorily proven to be the persons whose names are subscribed to the within instrument, who, on behalf of the corporation, acknowledged the execution thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above mentioned.

Signature of Notary Public (SEAL)

Notary Printed Name: _____
Notary Public for the State of South Carolina
My Commission Expires: _____

WITNESS Grantee's Hand and Seal this ____ day of _____, 2025.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

GRANTOR:

TOWN OF BLUFFTON, a South Carolina
Municipal Corporation

Signature of First Witness

STEPHEN STEESE, ICMA-CM
Town Manager

Printed Name of First Witness

Signature of Second Witness or Notary Public

Printed Name of Second Witness or Notary Public

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

ACKNOWLEDGMENT

I HEREBY CERTIFY that on this ____ day of _____, 2025,
before me, the undersigned Notary Public of the State and County aforesaid, personally appeared
STEPHEN STEESE as TOWN MANAGER for the TOWN OF BLUFFTON, a South Carolina
municipal corporation, known or satisfactorily proven to me to be the person whose name is
subscribed to the within instrument, who, on behalf of the corporation, acknowledged the execution
thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above
mentioned.

_____(SEAL)
Signature of Notary Public

Notary Printed Name: _____
Notary Public for the State of South Carolina
My Commission Expires: _____

EXHIBIT "A"
(Property Description)

TMP# R _____
Street Address: _____, Bluffton, SC 29910

EXHIBIT "B"
(Easement Area Drawing)

**AFFIDAVIT OF TRUE CONSIDERATION AND
CLAIM FOR EXEMPTION FROM:**

STATE RECORDING FEE - S.C. CODE OF LAWS SECTION 12-24-40;
APPLICABLE COUNTY & MUNICIPAL TRANSFER FEE ORDINANCES

STATE OF SOUTH CAROLINA)

COUNTY OF BEAUFORT)

PERSONALLY appeared before the undersigned, who is duly sworn, deposes and says that the following is a true and correct statement concerning the CONSIDERATION for the conveyance set forth below, and concerning any EXEMPTION claimed under the laws of the State of South Carolina, County of Beaufort.

GRANTOR: _____

GRANTEE: The Town of Bluffton

GRANTEE MAILING ADDRESS: 20 Bridge Street, Bluffton, SC 29910

DATE OF CONVEYANCE:

TRUE CONSIDERATION: \$10.00

TAX DISTRICT/MAP/PARCEL NO: R_____

STATE RECORDING FEE EXEMPTION: This transfer is exempt from the statutory Recording Fee required by the State of South Carolina in accordance with Section 12-24-40(2) transferring realty subject to the federal government or to a state, its agencies and departments, and its political subdivisions, including school districts.

TRANSFER FEE EXEMPTION (if applicable): This transfer is exempt – transferring realty to state government agency.

Signed: _____

Print Name: Brittany L. Ward

Capacity: Finger, Melnick, Brooks & LaBruce, P.A.
Attorney for Town

Sworn to and subscribed before me on
this ____ day of _____, 2025.

Notary Public of South Carolina

My commission expires: _____

ROD OFFICE USE ONLY

State Stamps Collected: \$ _____ Recording Date: _____

Transfer Fee Collected: \$ _____ Book: _____ Page: _____

(843) 681-7000

Bluffton, South Carolina 29910

)

WHEREAS, the Grantor desires to show its support for the Project by conveying the requisite easements over the Easement Area to the Grantee, as more fully set forth herein; and,

WHEREAS, the Parties desire to execute this Agreement to clarify and set forth the scope of the easements granted to the Grantee.

AGREEMENT

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, subject to the terms and conditions set forth herein, Grantor, for **TEN AND NO/100 (\$10.00) DOLLARS** and no other consideration, the receipt and sufficiency of which are hereby acknowledged, hereby declares, grants, bargains, sells, aligns, conveys, imposes, donates, and confirms unto the Grantee, its successors, successors-in-title and assigns, and Grantee's contractors, tenants, invitees, customers, agents, and employees such nonexclusive, perpetual, commercial, and transmissible easements and rights-of-way, over, under, across, through, and upon the Easement Area, for the benefit of the Grantee, individually and collectively, for the following public purposes and as more fully set forth herein, *to wit*:

1. Incorporation of Recitals. The above recitals and attached exhibit(s) are hereby incorporated herein as if restated fully and are hereby made an integral part hereof so that their contents are a substantive part of this Agreement.

2. Consideration and Acknowledgement of Just Compensation. Grantor desires and agrees to donate and convey the easements over the Easement Area to Grantee for charitable or public uses and purposes and for no monetary consideration. Further, Grantor acknowledges that Grantor has been fully informed of Grantor's right to receive just compensation for the easements, pursuant to the United States Constitution, the South Carolina Constitution and the South Carolina Eminent Domain Act (S.C. Code Ann. § 28-2-370). Grantor does acknowledge and agrees that Grantor willingly and voluntarily waives any right to receive just compensation for the easements over the Easement Areas granted to the Town herein and chooses to donate the same for the benefit of the Project.

3. Permanent Drainage Easements. Subject to the provisions of this Agreement, the Grantor hereby grants and conveys to the Grantee a non-exclusive, perpetual, commercial, transmissible, and irrevocable easements to construct, operate and maintain certain drainage improvements, including but not limited to the right, privilege and authority, from time to time, to enter upon, construct, extend, inspect, operate, replace, relocate, repair, and perpetually maintain upon, over, along, across, through, and under the Easement Area various drains, embankments, ditches, culverts, pipes and any other improvements used in the collection, conveyance, testing and drainage of surface and storm water runoff (herein, the "***Drainage Improvements***") together with the right of ingress, egress, and access to and from and across and upon lands of Grantor as may be necessary or convenient for the purposes connected therewith.

Together with the right, from time to time, to install any Drainage Improvements in the Easement Area, with the right from time to time, to trim, cut or remove trees, underbrush and other obstructions that are over, under or through the Easement Area and impact the Drainage Improvements; provided however, any damage to the property of Grantor (other than that caused by trimming, cutting or removing) caused by the Grantee in the exercise of its rights hereunder shall be repaired by Grantee at its cost and expense. The Grantor further grants to the Grantee, a perpetual, non-exclusive easement for the purpose of draining surface and storm water runoff through the Easement Area, and the Drainage Improvements built pursuant to this grant of easement. The Grantee and its

contractors, agents and employees (collectively and together with Grantee, the "*Grantee Parties*") shall operate upon and within the Easement Area in a safe and workmanlike manner, in accordance with generally accepted construction practices in the State of South Carolina, in accordance with all applicable federal, State and local laws and regulations, and in compliance with all requisite permits. Additionally, in no event shall any of the Grantee Parties materially interfere with vehicular and/or pedestrian access to and from the Property and the public thoroughfare abutting thereto and/or the business operations being conducted on the Property or otherwise utilize any Property outside of the Easement Area, except as otherwise permitted hereunder or as reasonably necessary to achieve the purposes of this easement.

4. Town Council Approval. Notwithstanding anything in this Easement Agreement to the contrary, pursuant to Section 5-7-260 of the South Carolina Code of Laws, 1976, as amended, and Sections 2-13 and 2-19 of the Code of Ordinances for the Town of Bluffton, South Carolina, the Grantor acknowledges and agrees that the Town, as a South Carolina municipal corporation, may only acquire interests in real property through the adoption of a written resolution of the Bluffton Town Council at a duly held public meeting of Town Council.

5. Acknowledgment. The Town acknowledges and agrees that no new boundary or property lines are created by the easements conveyed hereunder and therefore the setbacks and buffers, if any, required by applicable municipal zoning and development ordinances, including the Town's Unified Development Ordinance shall continue to extend through the Easement Areas to the boundary line of the Property and adjacent rights-of-way. Further, that the grant of these easements and the Drainage Improvements in the Easement Areas shall not serve to reduce any density available or existing on the Property prior to the date of this Agreement.

6. Continuation of Other Easements. Nothing within this Agreement shall be deemed to nor shall operate to extinguish any other easements held or possessed by the Grantee, either individually or collectively, on the Property.

7. Other Provisions, Terms and Conditions.

- a. *Construction of Agreement.* Each Party acknowledges that it has participated in the negotiation and drafting of this Agreement. No provision of this Agreement shall be construed against or interpreted to the disadvantage of any party hereto or thereto by any court by reason of such party having or being deemed to have structured, dictated, or drafted any provision in the Agreement.
- b. *Modifications.* The terms of this Agreement may not be changed, modified, waived, discharged or terminated orally, but only by an instrument in writing, signed by each Party.
- c. *Successors and Assigns.* All provisions of this Agreement shall run with the land and bind and inure to the benefit of each party and each party's respective heirs, executors, legal representatives, successors, successors in title and assigns. The words "Grantor" and "Grantee" shall include their heirs, executors, administrators, successors, and assigns, as the case may be.

- d. *Merger Provision.* This Agreement contains the entire agreement between the parties with respect to the issues set forth herein. All other discussions, proposals, agreements or offers are merged into this Agreement.
- e. *Captions.* The section headings appearing in this Agreement are for convenience of reference only and are not intended to any extent for the purpose, to limit or define the test of any section or any subsection hereof.

TO HAVE AND TO HOLD, subject to the conditions and limitations set forth above, all and singular, the rights, privileges and easements aforesaid unto the Grantee, its successors and assigns, forever.

GRANTOR HEREBY COVENANTS with the Grantee that Grantor is lawfully seized and possessed of the Property or, in the alternative, holds non-exclusive easement rights for the purposes of access, utilities and the like thereto, and that Grantor has good lawful right to convey the easements conveyed herein, or any part thereof, and that Grantor will forever warrant and forever defend the title thereto against the lawful claims of Grantor's successors, heirs and assigns.

WITNESS Grantor's Hand and Seal this ____ day of _____, 2025.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

GRANTOR:

Signature of First Witness

Printed Name_

Printed Name of First Witness

Title:

Signature of Second Witness or Notary Public

Printed Name of Second Witness or Notary Public

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

ACKNOWLEDGMENT

I HEREBY CERTIFY that on this ____ day of _____, 2025, before me, the undersigned Notary Public of the State and County aforesaid, personally appeared _____ known or satisfactorily proven to be the persons whose names are subscribed to the within instrument, who, on behalf of the corporation, acknowledged the execution thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above mentioned.

_____(SEAL)
Signature of Notary Public

Notary Printed Name: _____
 Notary Public for the State of South Carolina
 My Commission Expires: _____

Notary Printed Name: _____
 Notary Public for the State of South Carolina
 My Commission Expires: _____

EXHIBIT "A"
(Easement Area Depiction)

STATE RECORDING FEE - S.C. CODE OF LAWS SECTION 12-24-40;
APPLICABLE COUNTY & MUNICIPAL TRANSFER FEE ORDINANCES

Notary Public of South Carolina
My commission expires:

State Stamps Collected: \$ _____ Recording Date: _____
Transfer Fee Collected: \$ _____ Book: _____ Page: _____