

Prepared By and Without Benefit of Title Examination:

FINGER, MELNICK, BROOKS & LABRUCE, P.A.

Post Office Box 24005

Hilton Head Island, South Carolina 29925

(843) 681-7000

Attn: Brittany L. Ward

STATE OF SOUTH CAROLINA)	STREETSCAPE EASEMENT AGREEMENT
)	(BRIDGE STREET)
COUNTY OF BEAUFORT)	TMS No. R610-039-00A-0192-0000

THIS STREETSCAPE AND STREETLIGHT EASEMENT AGREEMENT (the “*Agreement*”) is made and entered into on this ____ day of _____, 2025, (the “*Effective Date*”) by and between **LOUISE B. JOHNSON, TRUSTEE OF THE LOUISE B. JOHNSON REVOCABLE TRUST AGREEMENT DATED MAY 1, 2019** (collectively, 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:

ALL that certain piece, parcel or lot of land, situate, lying and being in the Town of Bluffton, Beaufort County, South Carolina, and being bounded as follows, to wit: On the North by Bridge Street; and on the East by a lot owned now or formerly by Citizens and Southern National Bank, owned earlier by Varn; and on the South by the low water mark of the May River; and on the West by a lot owned now or formerly by a Mrs. A. Clifford Heyward. Said lot measures on its Northern and Southern sides One Hundred and Ten Feet (110’) and on its Eastern and Western sides, Five Hundred Feet (500’), more or less.

This being the same property conveyed to Grantor by Deed Kellie Kenny, Trustee of The William Gary Roe Residential Property Trust dated September 12, 2024 and recorded September 24, 2024 in the Office of the Register of Deeds for Beaufort County, South Carolina in Record Book 4369 at Page 1131.

Tax Map No. R610-039-00A-0192-0000

Street Address: 113 Bridge Street; 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 Bridge Street, a South Carolina Department of Transportation owned highway 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 consisting of **405.51 SQUARE FEET**, more or less, and which easements are specifically shown, described, and designated on **EXHIBIT “A”** hereto (herein, the “*Streetscape Easement Area*”); 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, sells, 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 donate and convey the easements over the Easement Areas 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 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*”), and (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*”), (with the Utility Improvements and the Sidewalk 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 the Grantee in the exercise of its rights hereunder shall be repaired by Grantee at its cost and expense. The parties to this Agreement agree that Grantee shall be responsible for patching any asphalt, concrete or other all-weather surface disturbed by Grantee for repair or maintenance purposes. 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.

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. **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 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. *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.
- 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. *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.

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

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

**SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:**

**GRANTOR(S):
THE LOUISE B. JOHNSON REVOCABLE TRUST
AGREEMENT DATED MAY 1, 2019**

Signature of First Witness

(L.S.)
LOUISE B. JOHNSON, TRUSTEE

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 _____)

ACKNOWLEDGMENT

I HEREBY CERTIFY that on this ____ day of _____, 2025, before me, the undersigned Notary Public of the State and County aforesaid, personally appeared **LOUISE B. JOHNSON, TRUSTEE OF THE LOUISE B. JOHNSON REVOCABLE TRUST AGREEMENT DATED MAY 1, 2019** known or satisfactorily proven to be the persons whose names are subscribed to the within instrument, who 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:**

GRANTEE:
TOWN OF BLUFFTON, a South Carolina
municipal corporation

Signature of First Witness

Printed Name of First Witness

Signature of Second Witness or Notary Public

Printed Name of Second Witness or Notary Public

(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:**

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

Signature of First Witness

Printed Name of First Witness

Signature of Second Witness or Notary Public

Printed Name of Second Witness or Notary Public

(L.S.)
Name: DANIEL F. KASSIS
Title: VICE PRESIDENT OF CUSTOMER
RELATIONS AND RENEWABLES

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

ACKNOWLEDGMENT

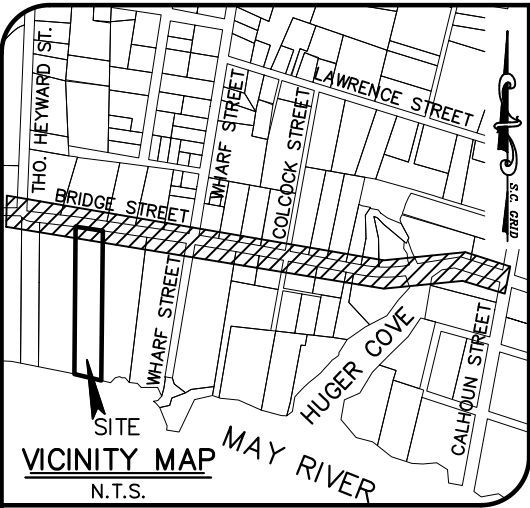
I HEREBY CERTIFY that on this ____ day of _____, 2025, before me, the undersigned Notary Public of the State and County aforesaid, personally appeared DANIEL F. KASSIS as VICE PRESIDENT OF CUSTOMER RELATIONS AND RENEWABLES for DOMINION ENERGY SOUTH CAROLINA, INC., a South Carolina corporation, known 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)



EASEMENT LINE TABLE		
LINE	LENGTH	BEARING
L1 (TIE)	5.59'	N06°44'32"E
L2 (TIE)	3.30'	S00°57'28"W
L3	3.19'	S00°57'28"W
L4	15.12'	S89°20'23"W
L5	18.11'	N83°38'39"W
L6	5.55'	N06°44'32"E
L7	12.24'	S82°36'57"E

REFERENCE PLATS

- 1) AN AS-BUILT SURVEY OF PARCEL 118 CALHOUN STREET, TAX MAP #39A, DISTRICT 610, TOWN OF BLUFFTON, BEAUFORT COUNTY, SOUTH CAROLINA
DRAWN: MAY 31, 2012
RECORDED IN BOOK 140, PAGE 85 DATED: 02/23/2015
ROD. BEAUFORT COUNTY, SC
BY: WILLIAM J. SMITH S.C.R.L.S. #26960
- 2) SURVEY OF 1.07 AC. LOCATED IN THE TOWN OF BLUFFTON IN DISTRICT #610, BEAUFORT CO. SOUTH CAROLINA TAX MAP #39A-160 SUBDIVIDED INTO PARCELS A & B
DRAWN: 12/16/97
RECORDED IN BOOK 63, PAGE 155 DATED: 98 JAN 23
ROD. BEAUFORT COUNTY, SC
BY: H.R. JOHNSON S.C.R.L.S. #2077
- 3) A TREE & TOPOGRAPHIC SURVEY OF 0.29 AC. BRIDGE STREET, TMS R610 039 00A 161A 0000, TOWN OF BLUFFTON, BEAUFORT COUNTY, SOUTH CAROLINA
BY: DONALD R. COOK JR. S.C.R.L.S.# 19010
- 4) PLAT OF SURVEY- SUBDIVISION- LAND OF THE ESTATE OF JULIA COLCOCK, TOWN OF BLUFFTON- BEAUFORT COUNTY- SOUTH CAROLINA
DRAWN: 1 JUNE 1979
RECORDED IN BOOK 28, PAGE 61 DATED: 10/26/77
ROD. BEAUFORT COUNTY, SC
BY: CARL E. EKHOLM S.C.R.L.S. #2047
- 5) A BOUNDARY SURVEY OF PARCEL 234 & 166, TAX MAP 39A, DISTRICT 610, TOWN OF BLUFFTON, BEAUFORT COUNTY, SOUTH CAROLINA
DRAWN: OCTOBER 10, 1991
RECORDED IN BOOK 128, PAGE 1 DATED: 04/23/2009
ROD. BEAUFORT COUNTY, SC
BY: FORREST F. BAUGHMAN S.C.R.L.S. #4922
- 6) A BOUNDARY SURVEY TO SHOW LOCATION OF LEASED AREA, PARCELS 190 & 165, DISTRICT 610, TOWN OF BLUFFTON, BEAUFORT COUNTY, SOUTH CAROLINA
DRAWN: OCTOBER 3, 2002
RECORDED IN BOOK 90, PAGE 188 DATED: 2/26/2002
ROD. BEAUFORT COUNTY, SC
BY: FORREST F. BAUGHMAN S.C.R.L.S. #4922

LEGEND & SYMBOLS

- | | | |
|--------------|---------------------------------|------------------------|
| IPPF (DIST.) | ☉ - IRON PIPE FOUND (DISTURBED) | ☐ - TELEPHONE SERVICE |
| IPF | ☉ - IRON PIN FOUND | ■ - TELEVISION SERVICE |
| CMF | ☐ - CONCRETE MONUMENT FOUND | ▨ - WATER METER |
| PKF | ☉ - PARKER KALON NAIL FOUND | ☑ - VALVE BOX |
| IE = 19.96' | - INVERT ELEVATION | ⊗ - UTILITY POLE |
| ☑ | - VALVE BOX | - SIGN |
| ☉ | - FIRE HYDRANT | ☒ - MAIL BOX |
| ☼ | - LIGHT POLE | |

EASEMENT AREA = 405.51 Square Feet or 0.009 Acres

ADDRESS: # 113 BRIDGE STREET

DISTRICT: R610, MAP: 039, SUBMAP: 00A, PARCEL: 0192

THIS PROPERTY LIES IN F.E.M.A. ZONE X - N/A

COMMUNITY NO. 450251, PANEL: 0426G, DATED: 3/23/2021

REFERENCE PLATS (continued)

7) AN ASBUILT SURVEY AND PROPOSED BOUNDARY DIVISION OF PARCEL 121 LOCATED AT THE INTERSECTION OF CALHOUN STREET & BRIDGE STREET, TOWN OF BLUFFTON, BEAUFORT COUNTY, SOUTH CAROLINA.
DRAWN: NOVEMBER 12, 2007
RECORDED IN BOOK 123, PAGE 156 DATED: 02/06/2008
ROD. BEAUFORT COUNTY, SC
BY: FORREST F. BAUGHMAN S.C.R.L.S.#4922

8) BOUNDARY SURVEY & SUBDIVISION PLAT PREPARED FOR HEIRS OF M.C. RILEY, TOWN OF BLUFFTON, BEAUFORT COUNTY, S.C.
DRAWN: 6-26-89
RECORDED IN BOOK 37, PAGE 28 DATED: 10-29-89
ROD. BEAUFORT COUNTY, SC
BY: M.A. DUNHAM P.L.S. S.C.R.L.S. #11590

REFERENCE PLATS (continued)

9) PLAT SHOWING R610 039 00A 158A 0000, PREPARED FOR: ALEX R. WELLS, TOWN OF BLUFFTON, BEAUFORT COUNTY, SOUTH CAROLINA
DRAWN: FEB. 16, 2016
RECORDED IN BOOK 143, PAGE 36 DATED: 02/17/2016
ROD. BEAUFORT COUNTY, SC
BY: ZYAD A. KHALIL S.C.P.L.S. 15176

10) PLAT SHOWING COMBINATION SURVEY R610 039 00A 0158 & 158B
PREPARED FOR: JOEL YEAGER, TOWN OF BLUFFTON, BEAUFORT COUNTY, SOUTH CAROLINA
DRAWN: DEC. 2, 2015
RECORDED IN BOOK 142, PAGE 132 DATED: 12/15/2015
ROD. BEAUFORT OUNTY, SC
BY: ZYAD A. KHALIL S.C.P.L.S. 15176

11) AN ASBUILT SURVEY OF PARCEL 168, LOCATED ON BRIDGE ST., BLUFFTON TOWNSHIP, BEAUFORT COUNTY, SOUTH CAROLINA
DRAWN: 3-23-2001
BY: WILLIAM E. MIXON S.C.R.L.S. #17573

REFERENCE PLATS (continued)

12) AN AS-BUILT SURVEY OF A LOT ON THE NORTHEAST CORNER OF THE INTERSECTION OF BRIDGE STREET & WHARF STREET, TOWN OF BLUFFTON, BEAUFORT COUNTY, SOUTH CAROLINA
DRAWN: NOVEMBER 22, 1995
RECORDED IN BOOK 54, PAGE 166 DATED: 12-14-95
ROD. BEAUFORT COUNTY, SC
BY: FORREST F. BAUGHMAN S.C.R.L.S. #4922

13) TITLE OF REAL ESTATE RECORDED IN DEED BOOK 2843, PAGE 1038
DATED: 10/29/2007
ROD. BEAUFORT COUNTY, SC

14) TITLE OF REAL ESTATE RECORDED IN DEED BOOK 442, PAGE 1501
DATED: 03/03/06
ROD. BEAUFORT COUNTY, SC

15) SOUTH CAROLINA HIGHWAY DEPARTMENT, FINAL CONSTRUCTION PLANS, BEAUFORT COUNTY ROUTE No. RD #31
DATED: NOVEMBER 10, 1949
BY: C.D. CAMPBELL, DISTRICT ENGINEER
(ORIGINAL RIGHT OF WAY PLANS)

R610 039 00A 0193 0000
115 BRIDGE STREET

N/F JUDITH F. BRADLEY &
LOUISE BRADLEY JOHNSON
300 BULL STREET, SUITE 602
SAVANNAH, GA 31401

R610 039 00A 0192 0000
113 BRIDGE STREET

N/F LOUISE B. JOHNSON REVOCABLE TRUST
P.O. BOX 3555
SPARTANBURG, SC 29304

R610 039 00A 0191 0000
109 BRIDGE STREET

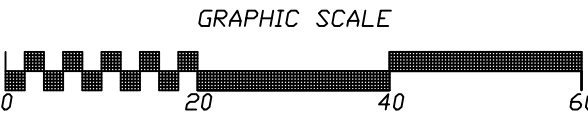
N/F BEAUFORT COUNTY AND TOWN OF BLUFFTON
P.O. BOX 386
BLUFFTON, SC 29910

ENGINEERING SITE PLAN FOR:
LIGHT LOCATION & EASEMENT EXHIBIT OF:
113 BRIDGE STREET
BLUFFTON, BEAUFORT COUNTY, SC 29910

PREPARED FOR: TOWN OF BLUFFTON
ENGINEERING DEPARTMENT

DATE: 08/11/2025

SCALE: 1" = 20'



NANDINA

d.b.a Sea Island Land Survey, Inc.
10 Oak Park Drive, Unit C1,
Hilton Head Island,
SC 29926

FILE No: 18197.13
COPYRIGHT © BY NANDINA, INC.

Tel (843) 681-3248
email: admin@nandinainc.com

DWG No.: 9-18197.13 PIN 0192

CAD: TW, CG FLD: CJ, MW, RB

NOTES:

1. THIS PROPERTY MAY BE SUBJECT TO EASEMENTS OF RECORD AND COVENANT RESTRICTIONS AS RECORDED IN THE OFFICE OF THE R.O.D. FOR BEAUFORT COUNTY.
2. SUBJECT PROPERTY DOES NOT APPEAR TO BE AFFECTED BY THE BEACHFRONT SETBACK REQUIREMENTS OF THE S.C. BEACH PROTECTION ACT OF JULY 1, 1988.
3. BUILDING SETBACKS, WHETHER SHOWN OR NOT, SHOULD BE VERIFIED BY THE LOCAL BUILDING AUTHORITY OR ARCHITECTURAL REVIEW BOARD.
4. USE OF THIS PROPERTY MAY BE AFFECTED BY THE TERMS OF COVENANTS RELATING TO THIS PLANNED RESIDENTIAL COMMUNITY.
5. DASHED RIGHT OF WAY LINES SHOWN TAKEN FROM S.C.D.O.T. RIGHT OF WAY PLANS AS SHOWN IN DOCKET 7.243.
6. PARCELS SHOWN (INCLUDING RIGHTS OF WAY) DERIVED FROM RECORDED DEEDS AND PLATS.
7. THIS IS AN ENGINEERING SITE PLAN DEVELOPED TO ILLUSTRATE EASEMENT LOCATIONS FOR A PROPOSED LIGHT POLE INSTALLATION AND SIDEWALK ENCROACHMENT.

CURVE TABLE						
CURVE	LENGTH	RADIUS	TANGENT	CHORD	CHORD BEARING	DELTA
C1	98.04'	11437.34'	49.02'	98.04'	N82°22'13"W	000°29'28"

SPACE ABOVE RESERVED FOR RECORDING PURPOSES

UPON RECORDING, PLEASE RETURN TO:

FINGER, MELNICK, BROOKS & LABRUCE, P.A.

Attn: Brittany L. Ward

Post Office Box 24005

Hilton Head Island, South Carolina 29925

STATE OF SOUTH CAROLINA)	STREETLIGHT EASEMENT AGREEMENT
)	TMS#R610-039-00A-161C-0000
COUNTY OF BEAUFORT)	DOMINION ENERGY EASMENT #

THIS STREETLIGHT EASEMENT AGREEMENT (the “*Agreement*”) is made and entered into on this ____ day of _____, 2025 (the “*Effective Date*”), by and between **HISTORIC BLUFFTON FOUNDATION, INC. f/k/a BLUFFTON HISTORICAL PRESERVATION SOCIETY, INC.**, a South Carolina non-profit corporation (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:

ALL that certain piece, parcel or lot of land, located in the Town of Bluffton, County of Beaufort, State of South Carolina, containing .298 acres and is more particularly shown on a plat of the Estate of Julia Colcock, prepared by Carl E. Ekholm, R.L.S. #2047, on June 1, 1979 and recorded in the Office of the Clerk of the Court for Beaufort County in Plat Book 28 at Page 61 as belonging to Marie Brannen along with the use of the ten (10’) private access road as is shown on said plat.

This being the same property conveyed to Grantor by Deed of Distribution in the Estate of Sophia Mae P. Teel, Probate Court Case Number 2008ES0700447, dated October 23, 2008 and recorded October 30, 2008 in the Office of the Register of Deeds for Beaufort County, South Carolina in Record Book 2779 at Page 1669.

Tax Map No. R610-039-00A-161C-0000

Street Address: 41 Colcock St.; 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 Bridge Street, 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 utility easement interest on the Property consisting of a combined **264.67 Square Feet**, more or less, and which easement is specifically shown, described and designated on **EXHIBIT "A"** hereto as "*Easement Area*"; and,

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/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 Area, 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 Easement, 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 acknowledges 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 lighting 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 such lights, fixtures, poles, support infrastructure, communications infrastructure, conduits, wiring, meters, boxes, enclosures, and/or other lighting and electric utility improvements (herein, 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 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 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 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 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 to the conditions existing prior to the occurrence of said disturbance, normal wear and tear excepted.

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 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 Areas to the boundary line of the Property and adjacent rights-of-way. Further, that the grant of these easements and the Improvements in the Easement Areas shall not serve to reduce any density or development rights 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. *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.
- 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. *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 legal representatives, successors, successors in title and assigns. The words "Grantor" and "Grantee" shall include their 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.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)
(SIGNATURES ON FOLLOWING PAGES)

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

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

GRANTEE:

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.

(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

GRANTEE:

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

(Signature of First Witness)

Name: EVAN B. WHEELER
Title: District 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 EVAN B. WHEELER as DISTRICT MANAGER for DOMINION ENERGY SOUTH CAROLINA, INC., 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)

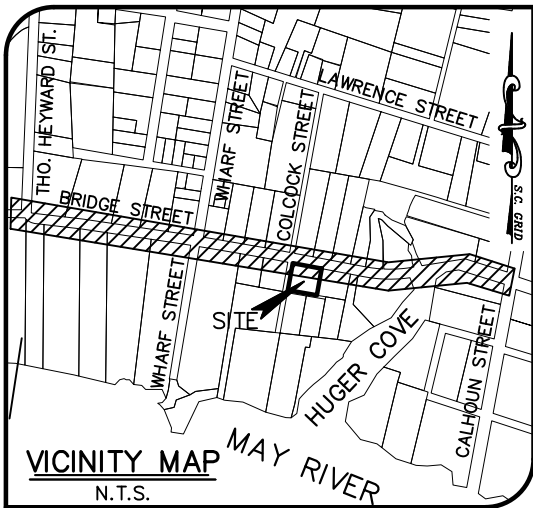
Notary Printed Name: _____
Notary Public for the State of South Carolina
My Commission Expires: _____

EXHIBIT “A”

(Easement Area Drawing)

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

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



REFERENCE PLATS

- 1) AN AS-BUILT SURVEY OF PARCEL 118 CALHOUN STREET, TAX MAP #39A, DISTRICT 610, TOWN OF BLUFFTON, BEAUFORT COUNTY, SOUTH CAROLINA
DRAWN: MAY 31, 2012
RECORDED IN BOOK 140, PAGE 85 DATED: 02/23/2015
ROD. BEAUFORT COUNTY, SC
BY: WILLIAM J. SMITH S.C.R.L.S. #26960
- 2) SURVEY OF 1.07 AC. LOCATED IN THE TOWN OF BLUFFTON IN DISTRICT #610, BEAUFORT CO. SOUTH CAROLINA TAX MAP #39A-160 SUBDIVIDED INTO PARCELS A & B
DRAWN: 12/16/97
RECORDED IN BOOK 63, PAGE 155 DATED: 98 JAN 23
ROD. BEAUFORT COUNTY, SC
BY: H.R. JOHNSON S.C.R.L.S. #2077
- 3) A TREE & TOPOGRAPHIC SURVEY OF 0.29 AC. BRIDGE STREET, TMS R610 039 00A 161A 0000, TOWN OF BLUFFTON, BEAUFORT COUNTY, SOUTH CAROLINA
BY: DONALD R. COOK JR. S.C.R.L.S.# 19010
- 4) PLAT OF SURVEY- SUBDIVISION- LAND OF THE ESTATE OF JULIA COLCOCK, TOWN OF BLUFFTON- BEAUFORT COUNTY- SOUTH CAROLINA
DRAWN: 1 JUNE 1979
RECORDED IN BOOK 28, PAGE 61 DATED: 10/26/77
ROD. BEAUFORT COUNTY, SC
BY: CARL E. EKHOLM S.C.R.L.S. #2047
- 5) A BOUNDARY SURVEY OF PARCEL 234 & 166, TAX MAP 39A, DISTRICT 610, TOWN OF BLUFFTON, BEAUFORT COUNTY, SOUTH CAROLINA
DRAWN: OCTOBER 10, 1991
RECORDED IN BOOK 128, PAGE 1 DATED: 04/23/2009
ROD. BEAUFORT COUNTY, SC
BY: FORREST F. BAUGHMAN S.C.R.L.S. #4922
- 6) A BOUNDARY SURVEY TO SHOW LOCATION OF LEASED AREA, PARCELS 190 & 165, DISTRICT 610, TOWN OF BLUFFTON, BEAUFORT COUNTY, SOUTH CAROLINA
DRAWN: OCTOBER 3, 2002
RECORDED IN BOOK 90, PAGE 188 DATED: 2/26/2002
ROD. BEAUFORT COUNTY, SC
BY: FORREST F. BAUGHMAN S.C.R.L.S. #4922

LEGEND & SYMBOLS

- | | | | |
|--------------|-----------------------------|---|--------------------|
| IPPF (DIST.) | IRON PIPE FOUND (DISTURBED) | ☐ | TELEPHONE SERVICE |
| IPF | IRON PIN FOUND | ■ | TELEVISION SERVICE |
| CMF | CONCRETE MONUMENT FOUND | ⊗ | WATER METER |
| PKF | PARKER KALON NAIL FOUND | ⊕ | VALVE BOX |
| IE = 19.96' | INVERT ELEVATION | ⊙ | UTILITY POLE |
| ⊕ | VALVE BOX | — | SIGN |
| ⊙ | FIRE HYDRANT | ⊗ | MAIL BOX |
| ⊙ | LIGHT POLE | ⊙ | SANITARY MANHOLE |
| ⊕ | ELECTRIC TRANSFORMER | ⊙ | CLEANOUT |

LIGHT EASEMENT AREA = 264.67 Square Feet or 0.006 Acres
ADDRESS: # 41 COLCOCK STREET

DISTRICT: R610, MAP: 039, SUBMAP: 00A, PARCEL: 161C

THIS PROPERTY LIES IN F.E.M.A. ZONE X: N/A

COMMUNITY NO. 450251, PANEL: 0426G, DATED: 3/23/2021

LINE TABLE		
LINE	LENGTH	BEARING
L1	4.84'	N11°17'32"E
L2	4.59'	S11°17'32"W
L3	2.24'	S11°17'32"W
L4	2.24'	N11°17'32"E

REFERENCE PLATS (continued)

7) AN ASBUILT SURVEY AND PROPOSED BOUNDARY DIVISION OF PARCEL 121 LOCATED AT THE INTERSECTION OF CALHOUN STREET & BRIDGE STREET, TOWN OF BLUFFTON, BEAUFORT COUNTY, SOUTH CAROLINA.
DRAWN: NOVEMBER 12, 2007
RECORDED IN BOOK 123, PAGE 156 DATED: 02/06/2008
ROD. BEAUFORT COUNTY, SC
BY: FORREST F. BAUGHMAN S.C.R.L.S.#4922

8) BOUNDARY SURVEY & SUBDIVISION PLAT PREPARED FOR HEIRS OF M.C. RILEY, TOWN OF BLUFFTON, BEAUFORT COUNTY, S.C.
DRAWN: 6-26-89
RECORDED IN BOOK 37, PAGE 28 DATED: 10-29-89
ROD. BEAUFORT COUNTY, SC
BY: M.A. DUNHAM P.L.S. S.C.R.L.S. #11590

REFERENCE PLATS (continued)

9) PLAT SHOWING R610 039 00A 158A 0000, PREPARED FOR: ALEX R. WELLS, TOWN OF BLUFFTON, BEAUFORT COUNTY, SOUTH CAROLINA
DRAWN: FEB. 16, 2016
RECORDED IN BOOK 143, PAGE 36 DATED: 02/17/2016
ROD. BEAUFORT COUNTY, SC
BY: ZYAD A. KHALIL S.C.P.L.S. 15176

10) PLAT SHOWING COMBINATION SURVEY R610 039 00A 0158 & 158B
PREPARED FOR: JOEL YEAGER, TOWN OF BLUFFTON, BEAUFORT COUNTY, SOUTH CAROLINA
DRAWN: DEC. 2, 2015
RECORDED IN BOOK 142, PAGE 132 DATED: 12/15/2015
ROD. BEAUFORT COUNTY, SC
BY: ZYAD A. KHALIL S.C.P.L.S. 15176

11) AN ASBUILT SURVEY OF PARCEL 168, LOCATED ON BRIDGE ST., BLUFFTON TOWNSHIP, BEAUFORT COUNTY, SOUTH CAROLINA
DRAWN: 3-23-2001
BY: WILLIAM E. MIXON S.C.R.L.S. #17573

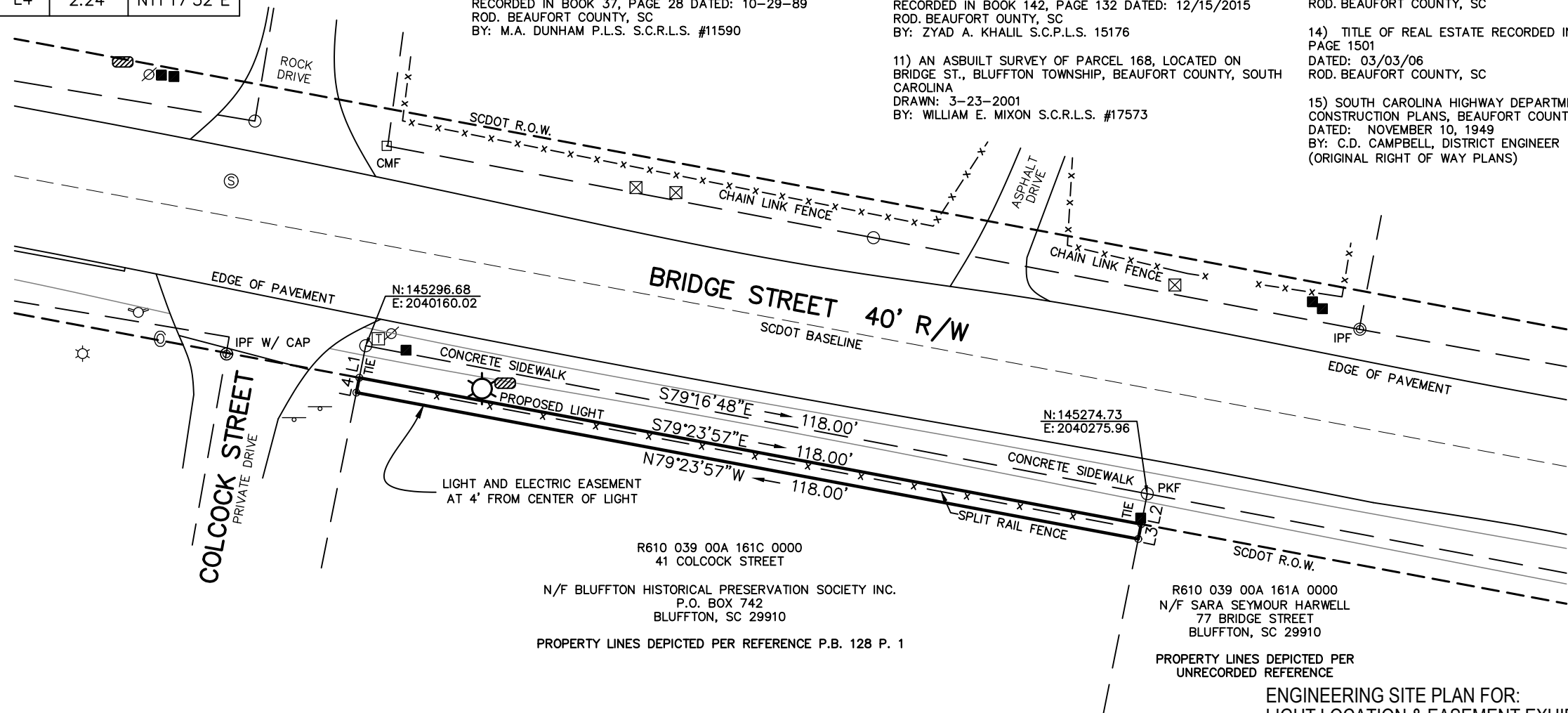
REFERENCE PLATS (continued)

12) AN AS-BUILT SURVEY OF A LOT ON THE NORTHEAST CORNER OF THE INTERSECTION OF BRIDGE STREET & WHARF STREET, TOWN OF BLUFFTON, BEAUFORT COUNTY, SOUTH CAROLINA
DRAWN: NOVEMBER 22, 1995
RECORDED IN BOOK 54, PAGE 166 DATED: 12-14-95
ROD. BEAUFORT COUNTY, SC
BY: FORREST F. BAUGHMAN S.C.R.L.S. #4922

13) TITLE OF REAL ESTATE RECORDED IN DEED BOOK 2843, PAGE 1038
DATED: 10/29/2007
ROD. BEAUFORT COUNTY, SC

14) TITLE OF REAL ESTATE RECORDED IN DEED BOOK 442, PAGE 1501
DATED: 03/03/06
ROD. BEAUFORT COUNTY, SC

15) SOUTH CAROLINA HIGHWAY DEPARTMENT, FINAL CONSTRUCTION PLANS, BEAUFORT COUNTY ROUTE No. RD #31
DATED: NOVEMBER 10, 1949
BY: C.D. CAMPBELL, DISTRICT ENGINEER
(ORIGINAL RIGHT OF WAY PLANS)

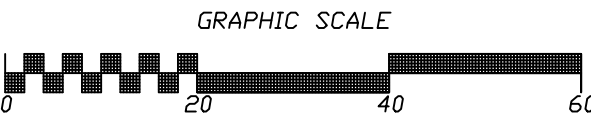


ENGINEERING SITE PLAN FOR:
LIGHT LOCATION & EASEMENT EXHIBIT OF:
41 COLCOCK STREET
BLUFFTON, BEAUFORT COUNTY, SC 29910

PREPARED FOR: TOWN OF BLUFFTON
ENGINEERING DEPARTMENT

DATE : 07/30/2025

SCALE : 1" = 20'



NANDINA

d.b.a Sea Island Land Survey, Inc.
10 Oak Park Drive, Unit C1,
Hilton Head Island,
SC 29926

FILE No : 18197.13
COPYRIGHT © BY NANDINA, INC.

Tel (843) 681-3248
email: admin@nandinainc.com
DWG No. : 9-18197.13 PIN 161C

CAD: TW, CG FLD: CJ, MW, RB

NOTES:

1. THIS PROPERTY MAY BE SUBJECT TO EASEMENTS OF RECORD AND COVENANT RESTRICTIONS AS RECORDED IN THE OFFICE OF THE R.O.D. FOR BEAUFORT COUNTY.
2. SUBJECT PROPERTY DOES NOT APPEAR TO BE AFFECTED BY THE BEACHFRONT SETBACK REQUIREMENTS OF THE S.C. BEACH PROTECTION ACT OF JULY 1, 1988.
3. BUILDING SETBACKS, WHETHER SHOWN OR NOT, SHOULD BE VERIFIED BY THE LOCAL BUILDING AUTHORITY OR ARCHITECTURAL REVIEW BOARD.
4. USE OF THIS PROPERTY MAY BE AFFECTED BY THE TERMS OF COVENANTS RELATING TO THIS PLANNED RESIDENTIAL COMMUNITY.
5. DASHED RIGHT OF WAY LINES SHOWN TAKEN FROM S.C.D.O.T. RIGHT OF WAY PLANS AS SHOWN IN DOCKET 7.243.
6. PARCELS SHOWN (INCLUDING RIGHTS OF WAY) DERIVED FROM RECORDED DEEDS AND PLATS.
7. THIS IS AN ENGINEERING SITE PLAN DEVELOPED TO ILLUSTRATE THE EASEMENT LOCATION FOR A PROPOSED LIGHT POLE INSTALLATION.