MEETING DATE: March 12, 2019

PROJECT MANAGER: Bryan McIlwee, Director of Engineering

RECOMMENDATION:
Town Council adopt the attached Resolution (Attachment 1) authorizing the acceptance of a donation of Utility Easements for properties located in the Town of Bluffton for the purposes of installing underground electrical conduit to service new street lights proposed within the Boundary Street right-of-way adjacent to 1300 May River Road (R610-039-00A-0083-0000), 10 Boundary Street (R610-039-00A-0086-0000), 14 Boundary Street (R610-039-00A-086A-0000), 7 Church Street (R610-039-00A-0089-0000), 16 Church Street (R610-039-00A-0091A-0000), 21 Boundary Street (R610-039-00A-0082-0001), 23 Boundary Street (R610-039-00A-0080-0000), 25 Boundary Street (R610-039-00A-0079-0000), 11 Boundary Street (R610-039-00A-0078-0000), and 2 Bruin Road (R610-039-00A-0077-0000).

BACKGROUND:
In combination with other historical downtown lighting projects, the SCDOT-owned Boundary Street will have lights installed on approximately 0.12 miles of roadway. Phase I of the Boundary Street lighting project will begin at the intersection of May River Road and continue to Maiden Lane. Town Staff, in partnership with South Carolina Electric & Gas (SCE&G) and SCDOT, have recently collaborated to supplement the existing streetlights along Boundary Street with ten (10) additional lights to be installed at the proposed Boundary Street Park. The acquisition of the utility easements will provide the Town with the rights needed to allow access to directional bore on the Grantor’s properties to allow for the installation of two inch underground electrical conduit adjacent to Boundary Street right-of-way.

ANALYSIS:
The acquisition of these utility easements is consistent with Chapter 9 of the Comprehensive Plan and street light expansion is considered a Town of Bluffton Strategic Action Plan 2018-2019 Infrastructure action item.

For these reasons, Town Staff recommends Town Council accepts the donation of the utility easements and authorizes the Town Manager and Town Staff to take such actions as are necessary to complete the acceptance of the donation.
**NEXT STEPS:**
1. Execution of utility Easements and recording.

**ATTACHMENTS:**

1. Resolution (with Easement Exhibits)
   a. 1300 May River Road, First Baptist Church of Bluffton
   b. 10 Boundary Street, First Baptist Church of Bluffton
   c. 14 Boundary Street, First Baptist Church of Bluffton
   d. 7 Church Street, First Baptist Church of Bluffton
   e. 16 Church Street, James and Michele Jeffcoat
   f. 21 Boundary Street, Campbell Chapel AME Church
   g. 23 Boundary Street, Board of Trustees of Campbell AME Church
   h. 25 Boundary Street, Campbell Chapel AME Church
   i. 11 Boundary Street, Bryant Isaac/Edwards Francis
   j. 2 Bruin Road, Golden Isles Petroleum, Inc.

2. Proposed Motion
RESOLUTION

A RESOLUTION AUTHORIZING THE ACCEPTANCE OF UTILITY EASEMENTS CONVEYED JOINTLY TO THE TOWN OF BLUFFTON AND SOUTH CAROLINA ELECTRIC & GAS COMPANY BY CERTAIN OWNERS OF PROPERTY ALONG BLUFFTON ROAD IN FURTHERANCE OF THE TOWN AND SCE&G’S BOUNDARY STREET STREETLIGHT CAPITAL IMPROVEMENT PROJECT; AND, AUTHORIZING THE EXECUTION AND RECORDATION OF THE UTILITY EASEMENTS AND ASSOCIATED DOCUMENTS.

WHEREAS, the Town of Bluffton Comprehensive Plan recommends appropriate lighting levels along certain streets or at major development access points may improve safety and convenience for motorists; and,

WHEREAS, in furtherance of the Town’s Comprehensive Plan, the Town of Bluffton, a South Carolina municipal corporation (the “Town”) entered into an agreement with South Carolina Electric & Gas Company, a South Carolina corporation (“SCE&G”) to install streetlights and related facilities along Boundary Street, a minor corridor within the corporate limits of the Town (the “Project”); and,

WHEREAS, to complete the Project, the Town and SCE&G needed to acquire various easements interests from the owners of certain parcels of real property abutting Bluffton Road, which easements are attached hereto as Exhibit “A” (collectively, the “Easements”); and,

WHEREAS, the owners of the real properties to be subject to the Easements have expressed their collective support for the Project and have voluntarily offered to execute the Easements and convey these permanent utility easement interests to the Town and SCE&G as a donation to the Town 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 a donation to the Town for any valid public purpose and approves the Easements in substantially the form attached hereto as Exhibit “A”.

Attachment 1
Resolution
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.


Lisa Sulka, Mayor, Town of Bluffton, South Carolina

ATTEST:

Kimberly Chapman, Town Clerk, Town of Bluffton, South Carolina
<table>
<thead>
<tr>
<th>Property Owner</th>
<th>Tax Map Number</th>
<th>Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>First Baptist Church of Bluffton</td>
<td>R610-039-00A-0083-0000</td>
<td>1300 May River Road</td>
</tr>
<tr>
<td>First Baptist Church of Bluffton</td>
<td>R610-039-00A-0086-0000</td>
<td>10 Boundary Street</td>
</tr>
<tr>
<td>First Baptist Church of Bluffton</td>
<td>R610-039-00A-086A-0000</td>
<td>14 Boundary Street</td>
</tr>
<tr>
<td>First Baptist Church of Bluffton</td>
<td>R610-039-00A-0089-0000</td>
<td>7 Church Street</td>
</tr>
<tr>
<td>James Jeffcoat &amp; Michele Jeffcoat</td>
<td>R610-039-00A-091A-0000</td>
<td>16 Church Street</td>
</tr>
<tr>
<td>Campbell Chapel AME Church</td>
<td>R610-039-00A-0082-0001</td>
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<td>R610-039-00A-0079-0000</td>
<td>25 Boundary Street</td>
</tr>
<tr>
<td>Bryant Isaac Lawyer Edwards Francis (AME Campbell Church)</td>
<td>R610-039-00A-0078-0000</td>
<td>11 Boundary Street</td>
</tr>
<tr>
<td>Golden Isles Petroleum Inc</td>
<td>R610-039-00A-0077-0000</td>
<td>2 Bruin Road</td>
</tr>
</tbody>
</table>
STATE OF SOUTH CAROLINA
COUNTY OF BEAUFORT

STREETLIGHT EASEMENT AGREEMENT

TMS# R610-039-00A-0077-0000

THIS STREETLIGHT EASEMENT AGREEMENT is made and entered into on this ___ day of ______________, 2019, (the “Effective Date”) by and between GOLDEN ISLES PETROLEUM, INC., a Florida corporation (the “Grantor”) and THE TOWN OF BLUFFTON, a South Carolina municipal corporation of 20 Bridge Street, Bluffton, South Carolina 29910 (the “Town”) and SOUTH CAROLINA ELECTRIC & GAS COMPANY, a South Carolina corporation (“SCE&G”) (herein, the Town and SCE&G 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 tract of land situate, lying and being in Bluffton Township, Beaufort County, South Carolina, being bounded on the North by South Carolina Highway 46, on which it fronts two hundred and fifteen hundredths (200.15) feet; on the East by the property now or formerly of Brown, on which it fronts one hundred seventy-nine and three hundredths (179.03) feet; on the South by lands of Johnson, on which it fronts two hundred and one (201.00) feet; and on the West by May River Road, on which it fronts one hundred fifty (150) feet, all of which is more particularly shown on a map or plat of said parcel prepared for Mini-Max, Inc., by Forrest F. Baughman, dated June 6, 1981, and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina, in Plat Book 29 at Page 146.

THIS being the same property conveyed to Grantor by deed of Christopher K. Frame, as successor in interest to F.F.&G., a Georgia general partnership, dated April 25, 1989, and recorded on May 17, 1989, in the Office of the Register of Deeds for Beaufort County, South Carolina, in Record Book 528 at Page 2790.

Tax Map No.  R610-039-00A-0077-0000
Street Address: 2 Bruin Road; 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 various streets, roads, alleys and other public thoroughfares in Bluffton (herein, the “Project”); and,

WHEREAS, the Property abuts one of the public thoroughfares to be improved by the Project; and,

WHEREAS, in order to proceed with the Project, the Town will need to acquire from the Grantor a six (6.00’) foot in width permanent utility easement interest along the Eastern boundary of the Property, where the Property abuts that thirty (30’) foot right-of-way known as Boundary Street, as indicated on EXHIBIT “A” hereto (the “Utility Easement Area”); and,

WHEREAS, the Grantor desires to show its support for the Project by conveying and donating the Utility Easement 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 Utility Easement 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 Utility 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 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. **Donation and Waiver of Compensation.** Grantor desires and agrees to donate and convey the Easement to Grantee for charitable or public uses and purposes and for no monetary consideration. Grantor does acknowledge and agrees that Grantor willingly and voluntarily waives any right to receive compensation for the Easement granted to the Grantee herein and chooses to donate the Easement for the benefit of the Project.

3. **Permanent Utility Easement.** 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 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 Utility Easement Area, 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 Utility 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 Utility 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 Easement agree that Grantee shall be responsible for patching any asphalt, concrete or other all-weather surface disturbed by Grantees 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 Utility 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 Utility Easement Area.

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. **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.

6. **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.

7. **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.

8. **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.

9. **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.
10. **Acknowledgment.** The Town acknowledges and agrees that no new boundary or property lines are created by the Easements 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 Streetscape Easement area to the boundary line of the Property and adjacent right-of-ways. Further, that the grant of this Easements and the Improvements in the Streetscape Easement area shall not serve to reduce any density available or existing on the Property prior to the date of this Agreement.

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 ______________, 2019.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

GRANTOR(S):
GOLDEN ISLES PETROLEUM, INC., a Florida corporation

(Signature of First Witness)

BY: ROBERT PUCCINI
ITS: PRESIDENT/AUTHORIZED AGENT

(Signature of Second Witness or Notary Public)

STATE OF _______________________
COUNTY OF ______________________

ACKNOWLEDGMENT

I HEREBY CERTIFY that on this ____ day of ______________, 2019, before me, the undersigned Notary Public of the State and County aforesaid, personally appeared ROBERT PUCCINI, as PRESIDENT/AUTHORIZED AGENT for GOLDEN ISLES PETROLEUM, INC., a Florida corporation, known or satisfactorily proven 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 __________________________
My Commission Expires: ________________________
WITNESS Grantee’s Hand and Seal this ___ day of _______________, 2019.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

GRANTEE:
TOWN OF BLUFFTON, a South Carolina municipal corporation

(Signature of First Witness)

(Name: MARC ORLANDO, ICMA-CM
Title: TOWN MANAGER

(Signature of Second Witness or Notary Public)

STATE OF SOUTH CAROLINA )
COUNTY OF BEAUFORT )

I HEREBY CERTIFY that on this _____ day of ______________________, 2019, before me, the undersigned Notary Public of the State and County aforesaid, personally appeared MARC ORLANDO 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)

Notary Printed Name: ____________________________
Notary Public for South Carolina
My Commission Expires: ____________________________
WITNESS Grantee’s Hand and Seal this ____ day of _______________, 2019.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

GRANTEE:
SOUTH CAROLINA ELECTRIC & GAS COMPANY, a South Carolina corporation

(Signature of First Witness)

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

(Signature of Second Witness or Notary Public)

STATE OF SOUTH CAROLINA )
) ACKNOWLEDGMENT
COUNTY OF CHARLESTON )

I HEREBY CERTIFY that on this _____ day of_____________________, 2019, 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 SOUTH CAROLINA ELECTRIC & GAS COMPANY, 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.

(SEAL)

(Signature of Notary Public)

Notary Printed Name: 
Notary Public for South Carolina
My Commission Expires:
REFERENCES
1. SC DOT PLANS DOCKET #7.260
   ROAD NO. 86 AND ROAD NO. 11
   AND ROAD NO. 13.
2. SC DOT PLANS DOCKET #7.349
   ROAD NO. 377 ROAD NO. 378
   ROAD NO. 379.
3. PLAT BOOK: 29    PAGE: 146
4. DEED BOOK: 528   PAGE: 2790
5. DEED BOOK: 2082  PAGE: 2090

BOUNDARY STREET 30' R/W
R8F 5/8”

N10°20'36"E 150.00'

PERMANENT SCE&G / TOWN OF BLUFFTON STREETLIGHT EASEMENT
R96 29.82'Ft. 0.021 AC.

N96°10'00"W 201.00'

6.3.02'

N89°52'01"W 116.01'

509°52'01"W 179.03'

BRUNI ROAD
30' R/W

SITE

N/F
ISAAC BRYANT, EDWARD LAWYER ET. AL.
TMS R610 039 00A 0078 0000

N/F
GOLDEN ISLES PETROLEUM INC
TMS R610 039 00A 0077 0000

N/F
HEIRS OF MAGGIE WRIGHT
TMS R610 039 00A 0074 0000

N/F
6A BRUNI ROAD LLC
TMS R610 039 00A 0372 0000

N/F
6A BRUNI ROAD LLC
TMS R610 039 00A 0258 0000

LEGEND
△ CALC POINT – CORNER NOT SET
○ R8F ● IRON REBAR FOUND

PERMANENT SCE&G AND TOWN OF BLUFFTON EASEMENT

NOTES
1. THIS PARCEL APPEARS TO
   LIE IN FLOOD ZONE C, FIRM
   PANEL 0001-A COMMUNITY
   450251.

PREPARED FOR:
TOWN OF BLUFFTON & SCE&G
AN EASEMENT EXHIBIT OF
A PERMANENT SCE&G AND
TOWN OF BLUFFTON
STREETLIGHT EASEMENT
TAX PARCEL No. R610 039 00A 0077 0000
THE TOWN OF BLUFFTON
BEAUFORT COUNTY, SOUTH CAROLINA

FIELD WORK: N/A
FIELD CHECK: N/A
DRAWN BY: N/A
DATE: 01-29-2019
SCALE: 1"=40'
PROJECT NO.: BPT-18170
FILE: BPT-18170 01-0007.000

EXHIBIT "A"

SOUTH CAROLINA
PROFESSIONAL LAND SURVEYOR
No. 28139

JEREMY W. REEDER
S.C.P.L.S. No. 28139
NOT VALID UNLESS DAMPED WITH SEAL

SOUTH CAROLINA
PROFESSIONAL LAND SURVEYOR
No. 28139
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: GOLDEN ISLES PETROLEUM, INC.

GRANTEE: The Town of Bluffton; South Carolina Electric & Gas Company

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

DATE OF CONVEYANCE: __________________________

TRUE CONSIDERATION: $0.00

TAX DISTRICT/MAP/PARCEL NO: R610-039-00A-0077-0000, et al.

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

Sworn to and subscribed before me on
this _____ day of ________, ______.

________________________________________
Notary Public of South Carolina
My commission expires:

******************************************************************************
ROD OFFICE USE ONLY

State Stamps Collected: $______________  Recording Date: ______________
Transfer Fee Collected: $______________  Book: _____  Page: ________
Easement # ________

Prepared By and Without Benefit of Title Examination:
FINGER, MELNICK & BROOKS, P.A.
Post Office Box 24005
Hilton Head Island, South Carolina 29925
(843) 681-7000
Attn: E. Richardson LaBruce

STATE OF SOUTH CAROLINA ) ) STREETLIGHT EASEMENT AGREEMENT
COUNTY OF BEAUFORT ) ) TMS# R610-039-00A-0078-0000
 ) ) SCE&G EASEMENT #________

THIS STREETLIGHT EASEMENT AGREEMENT is made and entered into on this ___ day of ____________, 2019, (the “Effective Date”) by and between CAMPBELL CHAPEL AME CHURCH F/K/A ISAAC BRYANT, EDWARD LAWYER AND JOHNATHAN FRANCIS, JR., TRUSTEES OF CAMPBELL CHAPEL A.M.E. CHURCH, a South Carolina nonprofit corporation (the “Grantor”) and THE TOWN OF BLUFFTON, a South Carolina municipal corporation of 20 Bridge Street, Bluffton, South Carolina 29910 (the “Town”) and SOUTH CAROLINA ELECTRIC & GAS COMPANY, a South Carolina corporation (“SCE&G”) (herein, the Town and SCE&G 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 tract of land, situate, lying and being in the Town of Bluffton, Beaufort County, South Carolina, and being bounded as follows: On the North by lands now or formerly of Dowling and Dowling and Abraham Bruin, on which it measures two hundred (200’) feet, more or less; on the South by lands now or formerly of Maude E. Smith and/or John C. Rogers, on which it measures two hundred (200’) feet, more or less; on the East by lands now or formerly of Willis Wright, on which it measures fifty-one (51’) feet more or less; and, on the West by Boundary Street on which it measures fifty-one (51’) feet more or less.

THIS being the same property conveyed to the Grantor by that certain Deed from Benjamin F. Johnson, which deed was dated October 11, 2000, and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina, on January 25, 2001, in Record Book 1377 at Page 2436.

Tax Map No. R610-039-00A-0078-0000
Street Address: 11 Boundary 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 various streets, roads, alleys and other public thoroughfares in Bluffton (herein, the “Project”); and,
**Easement # ________**

**WHEREAS**, the Property abuts one of the public thoroughfares to be improved by the Project; and,

**WHEREAS**, in order to proceed with the Project, the Town will need to acquire from the Grantor a six (6.00’) foot in width permanent utility easement interest along the Western boundary of the Property, where the Property abuts that thirty (30’) foot right-of-way known as Boundary Street, as indicated on **EXHIBIT “A”** hereto (the “Utility Easement Area”); and,

**WHEREAS**, the Grantor desires to show its support for the Project by conveying and donating the Utility Easement 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 Utility Easement 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) DOLARS 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 Utility 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 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. **Donation and Waiver of Compensation.** Grantor desires and agrees to donate and convey the Easement to Grantee for charitable or public uses and purposes and for no monetary consideration. Grantor does acknowledge and agrees that Grantor willingly and voluntarily waives any right to receive compensation for the Easement granted to the Grantee herein and chooses to donate the Easement for the benefit of the Project.

3. **Permanent Utility Easement.** 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 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 upon the Utility Easement Area, 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 Utility 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 Utility 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 Easement agree that Grantee shall be responsible for patching any asphalt, concrete or other all-weather surface disturbed by Grantees 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 Utility 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 Utility Easement Area.

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. **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.

6. **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.

7. **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.

8. **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.

9. **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.

10. **Acknowledgment.** The Town acknowledges and agrees that no new boundary or property lines are created by the Easements 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 Utility Easement Area to the boundary line of the Property and adjacent right-of-ways. Further, that the grant of these Easements and the Improvements in the Utility Easement Area shall not serve to reduce any density available or existing on the Property prior to the date of this Agreement.

    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.]
Easement # ________

WITNESS Grantor’s Hand and Seal this ____ day of ____________________, 2019.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

GRANTOR(S):
CAMPBELL CHAPEL AME CHURCH F/K/A ISAAC BRYANT, EUGENE LAWYER AND JOHNATHAN FRANCIS, JR., TRUSTEES OF CAMPBELL CHAPEL A.M.E. CHURCH, a South Carolina nonprofit corporation

________________________
(Signature of First Witness)

________________________
(Signature of Second Witness or Notary Public)

STATE OF __________________________ )
COUNTY OF __________________________ )

ACKNOWLEDGMENT

I HEREBY CERTIFY that on this _____ day of ____________________, 2019, before me, the undersigned Notary Public of the State and County aforesaid, personally appeared ____________________, as __________________________ for CAMPBELL CHAPEL AME CHURCH F/K/A ISAAC BRYANT, EUGENE LAWYER AND JOHNATHAN FRANCIS, JR., TRUSTEES OF CAMPBELL CHAPEL A.M.E. CHURCH, a South Carolina nonprofit corporation, known or satisfactorily proven 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)

Notary Printed Name: __________________________
Notary Public for South Carolina
My Commission Expires: __________________________
Easement # ________

WITNESS Grantee’s Hand and Seal this ___ day of ______________, 2019.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

GRANTEE:
TOWN OF BLUFFTON, a South Carolina municipal corporation

__________________________________________  (L.S.)
Name: MARC ORLANDO, ICMA-CM
Title: TOWN MANAGER

__________________________________________
(Signature of First Witness)

__________________________________________
(Signature of Second Witness or Notary Public)

STATE OF SOUTH CAROLINA  )
COUNTY OF BEAUFORT  )

ACKNOWLEDGMENT

I HEREBY CERTIFY that on this ___ day of ________________________, 2019, before me, the undersigned Notary Public of the State and County aforesaid, personally appeared MARC ORLANDO 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)
Notary Printed Name: ______________________________
Notary Public for South Carolina
My Commission Expires: ____________________________

f:\client\bluffton\boundary streetlights\easements\10. trustees (campbell chapel)\streetlight easement (erl.1).docx
Easement # ________

WITNESS Grantee’s Hand and Seal this ____ day of _______________, 2019.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

GRANTEE:
SOUTH CAROLINA ELECTRIC & GAS COMPANY, a South Carolina corporation

(Signature of First Witness)

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

(Signature of Second Witness or Notary Public)

STATE OF SOUTH CAROLINA )
COUNTY OF CHARLESTON )

ACKNOWLEDGMENT

I HEREBY CERTIFY that on this _____ day of _____________________, 2019, 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 SOUTH CAROLINA ELECTRIC & GAS COMPANY, 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.

(SEAL)

Notary Printed Name: ________________________________
Notary Public for South Carolina
My Commission Expires: ________________________________
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: CAMPBELL CHAPEL AME CHURCH f/k/a ISAAC BRYANT, EDWARD LAWYER AND JOHNATHAN FRANCIS, JR., TRUSTEES OF CAMPBELL CHAPEL A.M.E. CHURCH

GRANTEE: THE TOWN OF BLUFFTON;
SOUTH CAROLINA ELECTRIC & GAS COMPANY

GRANTEE MAILING ADDRESS: 20 BRIDGE STREET, BLUFFTON, SC 29910

DATE OF CONVEYANCE: 20 BRIDGE STREET, BLUFFTON, SC 29910

TRUE CONSIDERATION: $0.00

TAX DISTRICT/MAP/PARCEL NO: R610-039-00A-0078-0000

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: E. Richardson LaBruce
Capacity: FINGER, MELNICK & BROOKS, P.A.
Attorney for Town

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

________________________________________
Notary Public of South Carolina
My commission expires:

********************************************************************************************
ROD OFFICE USE ONLY
State Stamps Collected: $ _________  Recording Date: __________
Transfer Fee Collected: $ _________  Book: ___  Page: _________

8
STATE OF SOUTH CAROLINA ) ) STREETLIGHT EASEMENT AGREEMENT ) ) TMS# R610-039-00A-0079-0000 ) ) COUNTY OF BEAUFORT ) ) SCE&G EASEMENT #__________

THIS STREETLIGHT EASEMENT AGREEMENT is made and entered into on this ___ day of ____________, 2019, (the “Effective Date”) by and between CAMPBELL CHAPEL AME CHURCH, a South Carolina nonprofit corporation (the “Grantor”) and THE TOWN OF BLUFFTON, a South Carolina municipal corporation of 20 Bridge Street, Bluffton, South Carolina 29910 (the “Town”) and SOUTH CAROLINA ELECTRIC & GAS COMPANY, a South Carolina corporation (“SCE&G”) (herein, the Town and SCE&G 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 tract of land, situate, lying and being in the Town of Bluffton, Beaufort County, South Carolina, and being bounded as follows: On the West, by Boundary Street, on which it measures eighty-eight (88') feet; on the East by lands now or formerly of Willis Wright on which it measures eighty-eight (88') feet; on the South by lands now or formerly of Nathan H. Crosby and/or Walter Crapse, on which it measures two hundred two (202') feet; and on the North by lands now or formerly of Estella Johnson, on which it measures two hundred two (202') feet.

THIS being the same property conveyed to the Grantor by that certain Deed from Helen Way Harvey, as Administratrix of the Estate of George Tillman Harvey a/k/a George Harvey, and Helen Way Harvey, individually, and as an heir to the Estate of George Tillman Harvey a/k/a George Harvey, and George Donald Harvey, individually, and as an heir to the Estate of George Tillman Harvey a/k/a George Harvey, and George Donald Harvey, which deed was dated May 23, 1997, and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina, on September 5, 1997, in Record Book 971 at Page 1832.

Tax Map No. R610-039-00A-0079-0000
Street Address: 25 Boundary 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 various streets, roads, alleys and other public thoroughfares in Bluffton (herein, the “Project”); and,
Easement # ________

WHEREAS, the Property abuts one of the public thoroughfares to be improved by the Project; and,

WHEREAS, in order to proceed with the Project, the Town will need to acquire from the Grantor a six (6.00') foot in width permanent utility easement interest along the Western boundary of the Property, where the Property abuts that thirty (30') foot right-of-way known as Boundary Street, as indicated on EXHIBIT “A” hereto (the “Utility Easement Area”); and,

WHEREAS, the Grantor desires to show its support for the Project by conveying and donating the Utility Easement 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 Utility Easement 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 Utility 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 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. **Donation and Waiver of Compensation.** Grantor desires and agrees to donate and convey the Easement to Grantee for charitable or public uses and purposes and for no monetary consideration. Grantor does acknowledge and agrees that Grantor willingly and voluntarily waives any right to receive compensation for the Easement granted to the Grantee herein and chooses to donate the Easement for the benefit of the Project.

3. **Permanent Utility Easement.** 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 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 Utility Easement Area, 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 Utility 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 Utility 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 Easement agree that Grantee shall be responsible for patching any asphalt, concrete or other all-weather surface disturbed by Grantees 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 Utility 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,
Easement # ________

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 Utility Easement Area.

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. **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.

6. **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.

7. **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.

8. **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.

9. **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.

10. **Acknowledgment.** The Town acknowledges and agrees that no new boundary or property lines are created by the Easements 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 Utility Easement Area to the boundary line of the Property and adjacent right-of-ways. Further, that the grant of these Easements and the Improvements in the Utility Easement Area shall not serve to reduce any density available or existing on the Property prior to the date of this Agreement.

   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.]
Easement # ________
Easement # ________

WITNESS Grantor’s Hand and Seal this ___ day of ____________________, 2019.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

GRANTOR(S):
CAMPBELL CHAPEL AME CHURCH, a South Carolina nonprofit corporation

__________________________________________
(Signature of First Witness)

__________________________________________ (L.S.)
By: ________________________________

ITS: ________________________________

__________________________________________
(Signature of Second Witness or Notary Public)

STATE OF ____________________________) _________________________
COUNTY OF ____________________________)

ACKNOWLEDGMENT

I HEREBY CERTIFY that on this ____ day of____________________, 2019, before me, the undersigned Notary Public of the State and County aforesaid, personally appeared ________________, as __________________ for CAMPBELL CHAPEL AME CHURCH, a South Carolina nonprofit corporation, known or satisfactorily proven 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 South Carolina
My Commission Expires: ________________________________
Easement # ________

WITNESS Grantee’s Hand and Seal this ___ day of _______________, 2019.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

GRANTEE:
TOWN OF BLUFFTON, a South Carolina municipal corporation

________________________ (Signature of First Witness)

(Name: MARC ORLANDO, ICMA-CM)
_Title: TOWN MANAGER

________________________ (Signature of Second Witness or Notary Public)

STATE OF SOUTH CAROLINA)
COUNTY OF BEAUFORT)

I HEREBY CERTIFY that on this ___ day of _______________________, 2019, before me, the
undersigned Notary Public of the State and County aforesaid, personally appeared MARC ORLANDO 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)

Notary Printed Name: __________________________
Notary Public for South Carolina
My Commission Expires: __________________________

f:\client\6\bluffton\boundary streetlight easements\7. campbell chapel ame church\streetlight easement (erl.1).docx
Easement # ________

WITNESS Grantee’s Hand and Seal this ___ day of _______________, 2019.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:  

GRANTEE:
SOUTH CAROLINA ELECTRIC & GAS COMPANY, a South Carolina corporation

______________________________  
(Signature of First Witness)  

______________________________  
(Signature of Second Witness or Notary Public)  

STATE OF SOUTH CAROLINA  )  
COUNTY OF CHARLESTON   )  

I HEREBY CERTIFY that on this _____ day of _________________________, 2019, 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 SOUTH CAROLINA ELECTRIC & GAS COMPANY, 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.

______________________________ (SEAL)  
(Signature of Notary Public)  

Notary Printed Name: ________________________________  
Notary Public for South Carolina  
My Commission Expires: ________________________________
BOUNDARY STREET 30' R/W

N/F
CAMPBELL CHURCH
BOARD OF TRUSTEES
TMS R610 039 00A 0079 0000

N/F
ISAAC BRYANT, EDWARD LAWYER ET. AL.
TMS R610 039 00A 0078 0000

N/F
HEIRS OF MAGGIE WRIGHT
TMS R610 039 00A 0074 0000

REFERENCE
1. SC DOT PLANS DOCKET #7.260
   ROAD NO. 66 AND ROAD NO. 11
   AND ROAD NO. 13.

2. SC DOT PLANS DOCKET #7.349
   ROAD NO. 377 ROAD NO. 378
   ROAD NO. 379.

3. DEED BOOK:971 PAGE:1832

4. DEED BOOK:2520 PAGE:1652

LEGEND
△ CALC POINT – CORNER NOT SET
PERMANENT SCE&G AND
TOWN OF BLUFFTON EASEMENT

NOTES
1. THIS PARCEL APPEARS TO
   LIE IN FLOOD ZONE C, FIRM
   PANEL 0001—A COMMUNITY
   450251.

PREPARED FOR:
TOWN OF BLUFFTON & SCE&G
AN EASEMENT EXHIBIT OF
A PERMANENT SCE&G
AND TOWN OF BLUFFTON
STREETLIGHT EASEMENT
TAX PARCEL No. R610 039 00A 0079 0000
THE TOWN OF BLUFFTON
BEAUFORT COUNTY, SOUTH CAROLINA

EXHIBIT "A"
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: CAMPBELL CHAPEL AME CHURCH
GRANTEE: THE TOWN OF BLUFFTON;
          SOUTH CAROLINA ELECTRIC & GAS COMPANY
GRANTEE MAILING ADDRESS: 20 BRIDGE STREET, BLUFFTON, SC 29910
DATE OF CONVEYANCE: __________________________
TRUE CONSIDERATION: $0.00
TAX DISTRICT/MAP/PARCEL NO: R610-039-00A-0079-0000

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: E. Richardson LaBruce
Capacity: FINGER, MELNICK & BROOKS, P.A.
          Attorney for Town

Sworn to and subscribed before me on this _____ day of ________, ______.

______________________________
Notary Public of South Carolina
My commission expires:

******************************************************************************
ROD OFFICE USE ONLY

State Stamps Collected: $ __________          Recording Date: __________
Transfer Fee Collected: $ __________          Book: ___ Page: ________
STATE OF SOUTH CAROLINA  
COUNTY OF BEAUFORT  

STREETLIGHT EASEMENT AGREEMENT  
TMS# R610-039-00A-0080-0000  

SCE&G EASEMENT #________

THIS STREETLIGHT EASEMENT AGREEMENT is made and entered into on this ___ day of __________, 2019, (the “Effective Date”) by and between CAMPBELL CHAPEL AME CHURCH a/k/a BOARD OF TRUSTEES OF CAMPBELL A.M.E. CHURCH, a South Carolina nonprofit corporation (the “Grantor”) and THE TOWN OF BLUFFTON, a South Carolina municipal corporation of 20 Bridge Street, Bluffton, South Carolina 29910 (the “Town”) and SOUTH CAROLINA ELECTRIC & GAS COMPANY, a South Carolina corporation (“SCE&G”) (herein, the Town and SCE&G 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 tract of land, situate, lying and being in the Town of Bluffton, Beaufort County, South Carolina, bounded on the North by lands now or formerly of Maude D. Smith, on which it measures two hundred (200’) feet; on the East by lands now or formerly of Maggie Brown and/or Willie Wright, on which it measures eight-eight (88’) feet; on the South by lands of Campbell A.M.E. Church on which it measures two hundred (200’) feet and on the West by Boundary Street, on which it measures eighty-eight (88’) feet.

THIS being the same property conveyed to the Grantor by that certain Deed of T.W. Burrows dated July 2, 1984, and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina, on July 3, 1984, in Record Book 398 at Page 496.

Tax Map No. R610-039-00A-0080-0000  
Street Address: 23 Boundary 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 various streets, roads, alleys and other public thoroughfares in Bluffton (herein, the “Project”); and,

WHEREAS, the Property abuts one of the public thoroughfares to be improved by the Project; and,
Easement # _______

WHEREAS, in order to proceed with the Project, the Town will need to acquire from the Grantor a six (6.00') foot in width permanent utility easement interest along the Western boundary of the Property, where the Property abuts that thirty (30') foot right-of-way known as Boundary Street, as indicated on EXHIBIT “A” hereto (the “Utility Easement Area”); and,

WHEREAS, the Grantor desires to show its support for the Project by conveying and donating the Utility Easement 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 Utility Easement 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 Utility 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 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. Donation and Waiver of Compensation. Grantor desires and agrees to donate and convey the Easement to Grantee for charitable or public uses and purposes and for no monetary consideration. Grantor does acknowledge and agrees that Grantor willingly and voluntarily waives any right to receive compensation for the Easement granted to the Grantee herein and chooses to donate the Easement for the benefit of the Project.

3. Permanent Utility Easement. 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 streetscape improvements, including but not limited to the right, privilege and authority, from time to time, to enter upon, construct, extend, inspect, operate, relocate, repair, and perpetually maintain upon, over, along, across, through, and under the Utility Easement Area, 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 Utility 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 Utility 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 Easement agree that Grantee shall be responsible for patching any asphalt, concrete or other all-weather surface disturbed by Grantees 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 Utility 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 Utility Easement Area.
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. **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.

6. **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.

7. **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.

8. **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.

9. **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.

10. **Acknowledgment.** The Town acknowledges and agrees that no new boundary or property lines are created by the Easements 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 Utility Easement Area to the boundary line of the Property and adjacent right-of-ways. Further, that the grant of these Easements and the Improvements in the Utility Easement Area shall not serve to reduce any density available or existing on the Property prior to the date of this Agreement.

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.]
Easement # ________

WITNESS Grantor’s Hand and Seal this ___ day of ____________________, 2019.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

GRANTOR(S):
CAMPBELL CHAPEL AME CHURCH A/K/A BOARD OF
TRUSTEES OF CAMPBELL A.M.E. CHURCH, a South
Carolina nonprofit corporation

________________________________________
(Signature of First Witness)

BY: _______________________________________
ITS: _______________________________________

________________________________________
(Signature of Second Witness or Notary Public)

STATE OF ____________________________
COUNTY OF ____________________________

ACKNOWLEDGMENT

I HEREBY CERTIFY that on this _____ day of ____________________, 2019, before me, the undersigned Notary Public of the State and County aforesaid, personally appeared ________________, as ______________________ for CAMPBELL CHAPEL AME CHURCH A/K/A BOARD OF TRUSTEES OF CAMPBELL A.M.E. CHURCH, a South Carolina nonprofit corporation, known or satisfactorily proven 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 South Carolina
My Commission Expires: ________________________________
Easement # ________

WITNESS Grantee’s Hand and Seal this ___ day of ______________, 2019.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

GRANTEE:
TOWN OF BLUFFTON, a South Carolina municipal corporation

(Signature of First Witness)

(L.S.)
Name: MARC ORLANDO, ICMA-CM
Title: TOWN MANAGER

(Signature of Second Witness or Notary Public)

STATE OF SOUTH CAROLINA )
COUNTY OF BEAUFORT )

ACKNOWLEDGMENT

I HEREBY CERTIFY that on this ____ day of ______________________, 2019, before me, the undersigned Notary Public of the State and County aforesaid, personally appeared MARC ORLANDO 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 South Carolina
My Commission Expires: ______________________________

f:\client\b\bluffton\boundary streetlight easements\7. campbell chapel ame church\streetlight easement (erl.1).docx
Easement # ________

WITNESS Grantee’s Hand and Seal this ____ day of _______________, 2019.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

GRANTEE:
SOUTH CAROLINA ELECTRIC & GAS COMPANY, a South Carolina corporation

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

______________________________
(Signature of First Witness)

______________________________
(Signature of Second Witness or Notary Public)

STATE OF SOUTH CAROLINA )
COUNTY OF CHARLESTON )

I HEREBY CERTIFY that on this ____ day of ______________________, 2019, 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 SOUTH CAROLINA ELECTRIC & GAS COMPANY, 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.

______________________________ (SEAL)
(Signature of Notary Public)

Notary Printed Name: __________________________________________
Notary Public for South Carolina
My Commission Expires: ______________________________
EXHIBIT "A"

REFERENCES

1. SC DOT PLANS DOCKET #7.260
   ROAD NO. 66 AND ROAD NO. 11
   AND ROAD NO. 13.
2. SC DOT PLANS DOCKET #7.349
   ROAD NO. 377 ROAD NO. 378
   ROAD NO. 379.
3. DEED BOOK: 398 PAGE: 495

BOUNDARY STREET 30' R/W

PERMANENT SCE&G
TOWN OF BLUFFTON
STREETLIGHT EASEMENT
1,158.0 Sq.Ft.
0.027' AC.

APPROX. 291' TO THE R/W OF
BRUIN ROAD

N/F CAMPBELL
CHURCH
TMS R610 039
00A 0082
0001

N/F CAMPBELL
CHURCH
BOARD OF TRUSTEES
TMS R610 039 00A 0080 0000

N/F
HEIRS OF ELIJAH GRANT
TMS R610 039 00A 0072 0000

LEGEND

△ CALC POINT – CORNER NOT SET
PERMANENT SCE&G AND
TOWN OF BLUFFTON EASEMENT

NOTES

1. THIS PARCEL APPEARS TO
   LIE IN FLOOD ZONE C, FIRM
   PANEL 0001—A COMMUNITY
   450251.

PREPARED FOR:

TOWN OF BLUFFTON & SCE&G
AN EASEMENT EXHIBIT OF
A PERMANENT SCE&G
AND TOWN OF BLUFFTON
STREETLIGHT EASEMENT
TAX PARCEL No. R610 039 00A 0080 0000
THE TOWN OF BLUFFTON
BEAUFORT COUNTY, SOUTH CAROLINA

ATLAS
SURVEYING, INC.
48 BROWN'S COVE ROAD, SUITE #6
ROGERSVILLE, SC 29136
PHONE: (843) 645-9277
WEBSITE: WWW.ATLASSURVEYING.COM

FIELD WORK: N/A
FIELD CHECK: JHR
DRAWN BY: N/A
DATE: 01-29-2019
SCALE: 1"=40'
PROJECT No.: BFT-18170
FILE:BFT-18170 E1-0080.WKG

JEREMY W. REDDER
S.C.P. L.S. No. 28139
NOT VALID UNLESS CEMPHRED WITH SEAL
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: CAMPBELL CHAPEL AME CHURCH a/k/a BOARD OF TRUSTEES OF CAMPBELL AME CHURCH
GRANTEE: THE TOWN OF BLUFFTON;
SOUTH CAROLINA ELECTRIC & GAS COMPANY
GRANTEE MAILING ADDRESS: 20 BRIDGE STREET, BLUFFTON, SC 29910
DATE OF CONVEYANCE: 20 BRIDGE STREET, BLUFFTON, SC 29910
TRUE CONSIDERATION: $0.00
TAX DISTRICT/MAP/PARCEL NO: R610-039-00A-0080-0000
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: E. Richardson LaBruce
Capacity: FINGER, MELNICK & BROOKS, P.A.
          Attorney for Town

Sworn to and subscribed before me on this ____ day of ________, ______.

______________________________
Notary Public of South Carolina
My commission expires:

******************************************************************************

ROD OFFICE USE ONLY

State Stamps Collected: $___________  Recording Date: ____________
Transfer Fee Collected: $___________  Book: ___ Page: _________
STATE OF SOUTH CAROLINA ) ) STEETLIGHT EASEMENT AGREEMENT
COUNTY OF BEAUFORT ) ) TMS# R610-039-00A-0082-0001
 ) ) SCE&G EASEMENT #________

THIS STREETLIGHT EASEMENT AGREEMENT is made and entered into on this ___ day of
______________, 2019, (the “Effective Date”) by and between CAMPBELL CHAPEL AME CHURCH, a South
Carolina nonprofit corporation (the “Grantor”) and THE TOWN OF BLUFFTON, a South Carolina municipal
corporation of 20 Bridge Street, Bluffton, South Carolina 29910 (the “Town”) and SOUTH CAROLINA ELECTRIC &
GAS COMPANY, a South Carolina corporation (“SCE&G”) (herein, the Town and SCE&G 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 tract of land, situate, lying and being in the Town of Bluffton,
Beaufort County, South Carolina, in the shape of a trapezoid and described as follows: Beginning
at a point on the Eastern side of Boundary Street, which point is Five Hundred Thirty-Four (534.0’)
Feet South of its junction with S.C. Highway 46; thence, measuring Two Hundred Fourteen and
Six Hundredths (214.06’) feet S74˚19”E; thence, S8˚28”W for One Hundred Two and Six
Hundredths (102.06’) Feet; thence, N74˚15”W for Two Hundred Seventeen and Eight Hundredths
(217.08’) Feet; thence, N10˚15”E for One Hundred Two (102.0’) Feet to the point of beginning
all of which appears on a plat prepared by Carl E. Eckholm, R.L.S., dated October 11, 1958. For a
more accurate description reference is made to a plat prepared by R.D. Trogdon, Jr., RLS, dated
September 16, 1985, and recorded in the Office of the Register of Deeds for Beaufort County,
South Carolina in Deed Book 430 at Page 1220.

THIS being the same property conveyed to the Grantor by that certain Deed of Bernard G. Finley
dated September 27, 2002, and recorded in the Office of the Register of Deeds for Beaufort County,
South Carolina, on November 6, 2002, in Record Book 1659 at Page 1851.

Tax Map No. R610-039-00A-0082-0001
Street Address: 21 Boundary Street; Bluffton, South Carolina 29910
Easement # ________

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 various streets, roads, alleys and other public thoroughfares in Bluffton (herein, the “Project”); and,

WHEREAS, the Property abuts one of the public thoroughfares to be improved by the Project; and,

WHEREAS, in order to proceed with the Project, the Town will need to acquire from the Grantor a six (6.00’) foot in width permanent utility easement interest along the Western boundary of the Property, where the Property abuts that thirty (30’) foot right-of-way known as Boundary Street, as indicated on EXHIBIT “A” hereto (the “Utility Easement Area”); and,

WHEREAS, the Grantor desires to show its support for the Project by conveying and donating the Utility Easement 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 Utility Easement 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, assigns, 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 Utility 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 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. **Donation and Waiver of Compensation.** Grantor desires and agrees to donate and convey the Easement to Grantee for charitable or public uses and purposes and for no monetary consideration. Grantor does acknowledge and agrees that Grantor willingly and voluntarily waives any right to receive compensation for the Easement granted to the Grantee herein and chooses to donate the Easement for the benefit of the Project.

3. **Permanent Utility Easement.** 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 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 Utility Easement Area, 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 Utility 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 Utility 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 Easement agree that Grantee shall be responsible for patching any asphalt, concrete or other all-weather surface disturbed by Grantees for repair or maintenance purposes. The Grantee and its contractors, agents and employees (collectively and together with
Easement # __________

Grantee, the “Grantee Parties”) shall operate on the Utility 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 Utility Easement Area.

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. **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.

6. **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.

7. **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.

8. **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.

9. **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.

10. **Acknowledgment.** The Town acknowledges and agrees that no new boundary or property lines are created by the Easements 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 Utility Easement Area to the boundary line of the Property and adjacent right-of-ways. Further, that the grant of these Easements and the Improvements in the Utility Easement Area shall not serve to reduce any density available or existing on the Property prior to the date of this Agreement.

   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.
Easement # ________

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

WITNESS Grantor’s Hand and Seal this ___ day of __________________, 2019.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF: 

GRANTOR(S):
CAMPBELL CHAPEL AME CHURCH, a South Carolina nonprofit corporation

__________________________ 
(Signature of First Witness)

__________________________ 
(Signature of Second Witness or Notary Public)

BY: __________________________ 
ITS: __________________________ 

STATE OF ____________________________ )
COUNTY OF ____________________________ )

I HEREBY CERTIFY that on this ___ day of __________________, 2019, before me, the undersigned Notary Public of the State and County aforesaid, personally appeared __________________, as __________________ for CAMPBELL CHAPEL AME CHURCH, a South Carolina nonprofit corporation, known or satisfactorily proven 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 South Carolina
My Commission Expires: ____________________________
Easement # _______

WITNESS Grantee’s Hand and Seal this ___ day of ________________, 2019.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

GRANTEE:
TOWN OF BLUFFTON, a South Carolina municipal corporation

(Signature of First Witness)

Name: MARC ORLANDO, ICMA-CM
Title: TOWN MANAGER

(Signature of Second Witness or Notary Public)

STATE OF SOUTH CAROLINA                          )
COUNTY OF BEAUFORT                                )

I HEREBY CERTIFY that on this ____ day of ________________, 2019, before me, the
undersigned Notary Public of the State and County aforesaid, personally appeared MARC ORLANDO 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)

Notary Printed Name: ____________________________
Notary Public for South Carolina
My Commission Expires: ____________________________

f:\client\b\bluffton\boundary street light easements\7. campbell chapel ame church\street light easement (erl.1).docx
Easement # ________

WITNESS Grantee’s Hand and Seal this ____ day of _______________, 2019.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

GRANTEE:
SOUTH CAROLINA ELECTRIC & GAS COMPANY, a South Carolina corporation

(Signature of First Witness)

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

(Signature of Second Witness or Notary Public)

STATE OF SOUTH CAROLINA )
COUNTY OF CHARLESTON    )

I HEREBY CERTIFY that on this _____ day of ______________________, 2019, 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 SOUTH CAROLINA ELECTRIC & GAS COMPANY, 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.

(SEAL)

Notary Printed Name: ________________________________
Notary Public for South Carolina
My Commission Expires: ______________________________

7
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: CAMPBELL CHAPEL AME CHURCH

GRANTEE: THE TOWN OF BLUFFTON;
SOUTH CAROLINA ELECTRIC & GAS COMPANY

GRANTEE MAILING ADDRESS: 20 BRIDGE STREET, BLUFFTON, SC 29910

DATE OF CONVEYANCE: __________________________

TRUE CONSIDERATION: $0.00

TAX DISTRICT/MAP/PARCEL NO: R610-039-00A-0082-0001

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: E. Richardson LaBruce
Capacity: FINGER, MELNICK & BROOKS, P.A.
          Attorney for Town

Sworn to and subscribed before me on this _____ day of ________, ______.

_____________________________________________
Notary Public of South Carolina
My commission expires:

*******************************************************************************

ROD OFFICE USE ONLY

State Stamps Collected: $ _________    Recording Date: __________
Transfer Fee Collected: $ _________    Book: __  Page: _________
STATE OF SOUTH CAROLINA  )   STREETLIGHT EASEMENT AGREEMENT  
COUNTY OF BEAUFORT    )   TMS# R610-039-00A-0083-0000  
                      )   SCE&G EASEMENT #898624  

THIS STREETLIGHT EASEMENT AGREEMENT is made and entered into on this ___ day of ____________, 2019, (the “Effective Date”) by and between CORNERSTONE CHURCH OF BLUFFTON, SOUTH CAROLINA f/k/a THE FIRST BAPTIST CHURCH OF BLUFFTON a/k/a FIRST BAPTIST CHURCH, a South Carolina nonprofit corporation (the “Grantor”) and THE TOWN OF BLUFFTON, a South Carolina municipal corporation of 20 Bridge Street, Bluffton, South Carolina 29910 (the “Town”) and SOUTH CAROLINA ELECTRIC & GAS COMPANY, a South Carolina corporation (“SCE&G”) (herein, the Town and SCE&G 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 tract of land, situate, lying and being in the Town of Bluffton, Beaufort County, South Carolina, having and containing 0.84 acres, more or less, and being shown and described on a plat prepared for First Baptist Church of Bluffton, bearing the date of January 25, 1993, and prepared by Forrest F. Baughman, R.L.S. No. 4922 (S.C.) which plat is recorded in the Office of the Register of Deeds for Beaufort County, South Carolina in Plat Book 45 at Page 162. For a more detailed description as to the metes, bounds, courses, and distances of said parcel, reference to said plat of record shall be had.

THIS being the same property conveyed to the Grantor by that certain Deed of Joseph Taylor, Louise Taylor n/k/a Louise Wright, Maudrens Collins, Beatrice Ferguson, Laura Gadson, Hane Gadson, Paul Gadson, Jr., and Michael Gadson, recorded in the Office of the Register of Deeds for Beaufort County, South Carolina, on June 30, 1993, in Deed Book 635 at Page 1902 on July 6, 1992.

Tax Map No.  R610-039-00A-0083-0000 
Street Address: 1300 May River Road; 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 various streets, roads, alleys and other public thoroughfares in Bluffton (herein, the “Project”); and,

WHEREAS, the Property abuts one of the public thoroughfares to be improved by the Project; and,

WHEREAS, in order to proceed with the Project, the Town will need to acquire from the Grantor a six (6.00’) foot in width permanent utility easement interest along the Western boundary of the Property, where the Property abuts that thirty (30’) foot right-of-way known as Boundary Street, as indicated on EXHIBIT “A” hereto (the “Utility Easement Area”); and,

WHEREAS, the Grantor desires to show its support for the Project by conveying and donating the Utility Easement 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 Utility Easement 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 Utility 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 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. **Donation and Waiver of Compensation.** Grantor desires and agrees to donate and convey the Easement to Grantee for charitable or public uses and purposes and for no monetary consideration. Grantor does acknowledge and agrees that Grantor willingly and voluntarily waives any right to receive compensation for the Easement granted to the Grantee herein and chooses to donate the Easement for the benefit of the Project.

3. **Permanent Utility Easement.** 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 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 Utility Easement Area, 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 Utility 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 Utility 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 Easement agree that Grantee shall be responsible for patching any asphalt, concrete or other all-weather surface disturbed by Grantees 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 Utility 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 Utility Easement Area.

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. **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.

6. **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.

7. **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.

8. **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.

9. **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.
10. **Acknowledgment.** The Town acknowledges and agrees that no new boundary or property lines are created by the Easements 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 Utility Easement Area to the boundary line of the Property and adjacent right-of-ways. Further, that the grant of these Easements and the Improvements in the Utility Easement Area shall not serve to reduce any density available or existing on the Property prior to the date of this Agreement.

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.]
Easement # 898624

WITNESS Grantor’s Hand and Seal this ___ day of ________________, 2019.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

GRANTOR(S):
CORNERSTONE CHURCH OF BLUFFTON, SOUTH CAROLINA F/K/A THE FIRST BAPTIST CHURCH OF BLUFFTON A/K/A FIRST BAPTIST CHURCH, a South Carolina nonprofit corporation

__________________________________________
(Signature of First Witness)

BY: ______________________________
ITS: ______________________________

__________________________________________
(Signature of Second Witness or Notary Public)

STATE OF __________________________ )
COUNTY OF _________________________ )

ACKNOWLEDGMENT

I HEREBY CERTIFY that on this ___ day of ________________, 2019, before me, the undersigned Notary Public of the State and County aforesaid, personally appeared ________________, as ______________________ for CORNERSTONE CHURCH OF BLUFFTON, SOUTH CAROLINA F/K/A THE FIRST BAPTIST CHURCH OF BLUFFTON A/K/A FIRST BAPTIST CHURCH, a South Carolina nonprofit corporation, known or satisfactorily proven 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 ______________________________
My Commission Expires: ______________________________
Easement # 898624

WITNESS Grantee’s Hand and Seal this ____ day of ____________________, 2019.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

GRANTEE:
TOWN OF BLUFFTON, a South Carolina municipal corporation

(Signature of First Witness)

Name: MARC ORLANDO, ICMA-CM
Title: TOWN MANAGER

(Signature of Second Witness or Notary Public)

STATE OF SOUTH CAROLINA )
COUNTY OF BEAUFORT )

ACKNOWLEDGMENT

I HEREBY CERTIFY that on this ____ day of ____________________, 2019, before me, the undersigned Notary Public of the State and County aforesaid, personally appeared MARC ORLANDO 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)

Notary Printed Name: __________________________
Notary Public for South Carolina
My Commission Expires: _______________________
Easement # 898624

WITNESS Grantee’s Hand and Seal this ____ day of _______________, 2019.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

GRANTEE:
SOUTH CAROLINA ELECTRIC & GAS COMPANY, a South Carolina corporation

__________________________________________ (Signature of First Witness)

__________________________________________ (Signature of Second Witness or Notary Public)

STATE OF SOUTH CAROLINA )
COUNTY OF CHARLESTON )

I HEREBY CERTIFY that on this _____ day of _______________________, 2019, 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 SOUTH CAROLINA ELECTRIC & GAS COMPANY, 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.

__________________________________________ (SEAL)

Notary Printed Name: _____________________________
Notary Public for South Carolina
My Commission Expires: ___________________________
REFERENCES
2. SC DOT PLANS DOCKET #7.349 ROAD NO. 377 ROAD NO. 378 ROAD NO. 379.
3. PLAT BOOK: 45 PAGE: 162
4. DEED BOOK: 635 PAGE: 1902

N/F ANNETTE BRUIN GRANT
TMS R610 039 00A 0085 0000

N/F RUTH JOINER BROWN
TMS R610 039 00A 0084 0000

N/F FIRST BAPTIST
CHURCH OF BLUFFTON
TMS R610 039 00A 0086 0000

N/F FIRST BAPTIST
CHURCH OF BLUFFTON
TMS R610 039 00A 0083 0000

LEGEND
△ CALC POINT - CORNER NOT SET
PERMANENT SCE&G AND TOWN OF BLUFFTON EASEMENT

NOTES
1. THIS PARCEL APPEARS TO
   LIE IN FLOOD ZONE C, FIRM
   PANEL 001-A COMMUNITY
   450251.

PREPARED FOR:
TOWN OF BLUFFTON & SCE&G
AN EASEMENT EXHIBIT OF
A PERMANENT SCE&G
AND TOWN OF BLUFFTON
STREETLIGHT EASEMENT
TAX PARCEL No. R610 039 00A 0083 0000
THE TOWN OF BLUFFTON
BEAUFORT COUNTY, SOUTH CAROLINA

ATLAS SURVEYING, INC.
40 BROWN'S COVE ROAD, SUITE #6
ROGERSVILLE, SC 29936
PHONE: (843) 645-9277
WEBSITE: WWW.ATLASSURVEYING.COM

JEREMY W. REEDER
S.C.P.L.S. NO. 28139
NOT VALID UNLESS CREAED WITH SEAL

ATLAS SURVEYING, INC.
PROFESSIONAL LAND SURVEYORS
No. 28139

GRAPHIC SCALE
I HEREBY STATE THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, THE SURVEY SHOWN HEREIN WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINIMUM STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS "A" SURVEY AS SPECIFIED THEREIN.
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: CORNERSTONE CHURCH OF BLUFFTON, SOUTH CAROLINA

GRANTEE: THE TOWN OF BLUFFTON; SOUTH CAROLINA ELECTRIC & GAS COMPANY

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

DATE OF CONVEYANCE: ____________________________

TRUE CONSIDERATION: $0.00

TAX DISTRICT/MAP/PARCEL NO: R610-039-00A-0083-0000

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

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

Notary Public of South Carolina
My commission expires:

*************************************************************************
*************************************************************************

ROD OFFICE USE ONLY

State Stamps Collected: $___________
Transfer Fee Collected: $___________

Recording Date: __________
Book: _____ Page: ________
Easement # 898625

STATE OF SOUTH CAROLINA ) STREETLIGHT EASEMENT AGREEMENT
) TMS# R610-039-00A-086A-0000
) TMS# R610-039-00A-0086-0000
COUNTY OF BEAUFORT ) SCE&G EASEMENT #898625

THIS STREETLIGHT EASEMENT AGREEMENT is made and entered into on this ___ day of __________, 2019, (the “Effective Date”) by and between CORNERSTONE CHURCH OF BLUFFTON, SOUTH CAROLINA f/k/a THE FIRST BAPTIST CHURCH OF BLUFFTON f/k/a FIRST BAPTIST CHURCH, a South Carolina nonprofit corporation (the “Grantor”) and THE TOWN OF BLUFFTON, a South Carolina municipal corporation of 20 Bridge Street, Bluffton, South Carolina 29910 (the “Town”) and SOUTH CAROLINA ELECTRIC & GAS COMPANY, a South Carolina corporation (“SCE&G”) (herein, the Town and SCE&G collectively, the “Grantee”).

WITNESSETH

WHEREAS, the Grantor affirms, acknowledges and represents that Grantor is the record owner of those certain parcels of real property located in the Town of Bluffton, South Carolina, (collectively, the “Property”) which are more specifically described as:

ALL that certain piece, parcel or tract of land situate, lying and being in the Town of Bluffton, Beaufort County, South Carolina, and being bounded now or formerly as follows: On the East by Boundary Street and measuring Fifty-Five (55’) Feet, more or less; On the West, by lands now or formerly owned by Dubois and measuring thereon Fifty-Five (55’) Feet, more or less; On the South by lands now or formerly owned by James Joiner and measuring Two Hundred Ten (210’) Feet, more or less; and on the North by lands now or formerly of Elouise G. Taylor and measuring thereon Two Hundred Ten (210’) Feet, more or less.

AND, ALSO, ALL that certain piece, parcel or tract of land situate, lying and beign in the Town of Bluffton, Beaufort County, South Carolina, having and containing One Fourth (1/4th) of an acre, and being the Southern portion of the lot conveyed to Carrie Joiner by deed of Clara Bush, dated February 12, 1938, and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina, in Deed Book 53 at Page 448 and by deed of George Heyward, dated January 30, 1941, and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina, in Deed Book 57 at Page 273; Said lot being bound, now or formerly, as follows: On the North by other portions of lot from which this
Easement # 898625

lot hereby carved on which it measures Two Hundred Ten (210’) Feet, more or less; on the South by Lawton Memorial Baptist Church Lot on which it measures Two Hundred Ten (210’) feet, more or less; on the East by Boundary Street on which it measures Fifty (50’) feet, more or less; and on the West by the lot formerly of DuBois on which it measures Fifty (50’) Feet, more or less.

THESE being the same properties conveyed to Grantor by deed of Carrie Colty Joiner dated March 28, 2003, and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina, on April 10, 2003, in Record Book 1743 at Page 1072.

Tax Map Nos. R610-039-00A-086A-0000 and R610-039-00A-0086-0000

Street Address: 10 & 14 Boundary 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 various streets, roads, alleys and other public thoroughfares in Bluffton (herein, the “Project”); and,

WHEREAS, the Property abuts one of the public thoroughfares to be improved by the Project; and,

WHEREAS, in order to proceed with the Project, the Town will need to acquire from the Grantor a six (6.00’) foot in width permanent utility easement interest along the Western boundary of the Property, where the Property abuts that thirty (30’) foot right-of-way known as Boundary Street, as indicated on EXHIBIT “A-1” and EXHIBIT “A-2” hereto (collectively, the “Utility Easement Area”); and,

WHEREAS, the Grantor desires to show its support for the Project by conveying and donating the Utility Easement 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 Utility Easement 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 confims 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 Utility 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 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. **Donation and Waiver of Compensation.** Grantor desires and agrees to donate and convey the Easement to Grantee for charitable or public uses and purposes and for no monetary consideration. Grantor does acknowledge and agrees that Grantor willingly and voluntarily waives any right to receive compensation for the Easement granted to the Grantee herein and chooses to donate the Easement for the benefit of the Project.

3. **Permanent Utility Easement.** 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 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 Utility Easement Area, 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 Utility 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 Utility 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 Easement agree that Grantee shall be responsible for patching any asphalt, concrete or other all-weather surface disturbed by Grantees 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 Utility 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 Utility Easement Area.

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. **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.

6. **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.
7. **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.

8. **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.

9. **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.

10. **Acknowledgment.** The Town acknowledges and agrees that no new boundary or property lines are created by the Easements 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 Utility Easement Area to the boundary line of the Property and adjacent right-of-ways. Further, that the grant of these Easements and the Improvements in the Utility Easement Area shall not serve to reduce any density available or existing on the Property prior to the date of this Agreement.

    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 ___________________, 2019.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

GRANTOR(S):
CORNERSTONE CHURCH OF BLUFFTON, SOUTH CAROLINA f/k/a THE FIRST BAPTIST CHURCH OF BLUFFTON a/k/a FIRST BAPTIST CHURCH, a South Carolina nonprofit corporation

(Signature of First Witness) (L.S.)

(Signature of Second Witness or Notary Public)

BY: ________________________________
ITS: ________________________________

STATE OF __________________________
COUNTY OF _________________________

ACKNOWLEDGMENT

I HEREBY CERTIFY that on this ___ day of _________________, 2019, before me, the undersigned Notary Public of the State and County aforesaid, personally appeared ____________________, as ________________________ for CORNERSTONE CHURCH OF BLUFFTON, SOUTH CAROLINA f/k/a THE FIRST BAPTIST CHURCH OF BLUFFTON a/k/a FIRST BAPTIST CHURCH, a South Carolina nonprofit corporation, known or satisfactorily proven 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 ____________________________________
My Commission Expires: ________________________________
Easement # 898625

WITNESS Grantee’s Hand and Seal this ____ day of _____________________, 2019.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

GRANTEE:
TOWN OF BLUFFTON, a South Carolina municipal corporation

________________________________________  ____________________________
(Signature of First Witness) (L.S.)

Name: MARC ORLANDO, ICMA-CM
Title: TOWN MANAGER

________________________________________  ____________________________
(Signature of Second Witness or Notary Public)

STATE OF SOUTH CAROLINA   )
COUNTY OF BEAUFORT   )

ACKNOWLEDGMENT

I HEREBY CERTIFY that on this ____ day of _____________________, 2019, before me, the undersigned Notary Public of the State and County aforesaid, personally appeared MARC ORLANDO 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)

Notary Printed Name: ______________________________
Notary Public for South Carolina
My Commission Expires: __________________
Easement # 898625

WITNESS Grantee’s Hand and Seal this ___ day of _______________, 2019.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

GRANTEE:
SOUTH CAROLINA ELECTRIC & GAS COMPANY, a South Carolina corporation

________________________ (Signature of First Witness)

________________________ (Signature of Second Witness or Notary Public)

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

I HEREBY CERTIFY that on this _____ day of ____________________________, 2019, 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 SOUTH CAROLINA ELECTRIC & GAS COMPANY, 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)

Notary Printed Name: ____________________________
Notary Public for South Carolina
My Commission Expires: ____________________________
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: CORNERSTONE CHURCH OF BLUFFTON, SOUTH CAROLINA
GRANTEE: THE TOWN OF BLUFFTON; SOUTH CAROLINA ELECTRIC & GAS COMPANY
GRANTEE MAILING ADDRESS: 20 Bridge Street, Bluffton, SC 29910
DATE OF CONVEYANCE: __________________________
TRUE CONSIDERATION: $0.00
TAX DISTRICT/MAP/PARCEL NO: R610-039-00A-086A-0000 & R610-039-00A-0086-0000

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

Sworn to and subscribed before me on this _____ day of ________, ______.

______________________________
Notary Public of South Carolina
My commission expires:

***************************************************************************
State Stamps Collected: $_________
Transfer Fee Collected: $_________
Recording Date: __________
Book: _______ Page: _______
STATE OF SOUTH CAROLINA  )  STREETLIGHT EASEMENT AGREEMENT
                              )  TMS# R610-039-00A-0089-0000
COUNTY OF BEAUFORT      )  SCE&G EASEMENT #898626

THIS STREETLIGHT EASEMENT AGREEMENT is made and entered into on this ___ day of
_______________, 2019, (the “Effective Date”) by and between CORNERSTONE CHURCH OF BLUFFTON,
SOUTH CAROLINA F/K/A THE FIRST BAPTIST CHURCH OF BLUFFTON A/K/A FIRST BAPTIST CHURCH, a South
Carolina nonprofit corporation (the “Grantee”) and THE TOWN OF BLUFFTON, a South Carolina municipal
corporation of 20 Bridge Street, Bluffton, South Carolina 29910 (the “Town”) and SOUTH CAROLINA
ELECTRIC & GAS COMPANY, a South Carolina corporation (“SCE&G”)(herein, the Town and SCE&G
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 tract of land situate, lying and being in Bluffton Township,
Beaufort County, South Carolina, and being bounded as follows: Fronting Two Hundred Thirty-One (231’) feet on Boundary Street in the Town of Bluffton and running back therefrom with an equal width throughout for a distance of Two Hundred Ten (210’) Feet, South by a Twenty (20’) foot dirt street, on the West by property conveyed to the First Baptist Church of Bluffton by Samuel Ullman and on the North by lands now or formerly of Caroline Martin.

THIS being the same property conveyed to Grantor by deed of Oswell Malphrus, R.
Manning Woods, John C. Rogers and T.W. Burrows as Trustees of the Lawton Memorial
Baptist Church, also known as the First Baptist Church of Bluffton, dated November 30,
1959, and recorded in the Office of the Register of Deeds for Beaufort County, South
Carolina, on December 1, 1959, in Deed Book 99 at Page 244.

AND, ALSO, ALL that certain piece, parcel or lot of land, situate, lying and being in the
Town of Bluffton, Beaufort County, South Carolina, and being bound as follows: Fronting
Two Hundred Thirty-One (231’) feet, more or less, on Calhoun Street and running back therefrom with an equal width throughout for a distance of One Hundred Eighty (180’)
Easement # 898626

feet, more or less, and being bounded on the West by Calhoun Street; on the North by lands now or formerly of Caroline Martin on the East by the present church lot known as the First Baptist Church of Bluffton, and on the South by an unnamed street in the Town of Bluffton.

THIS being the same property conveyed to Mortgagor herein by that certain Deed of Samuel Ullman, dated November of 1959 and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina, in Deed Book 99 at Page 170.

Tax Map No. R610-039-00A-0089-0000
Street Address: 7 and 11 Church 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 various streets, roads, alleys and other public thoroughfares in Bluffton (herein, the “Project”); and,

WHEREAS, the Property abuts one of the public thoroughfares to be improved by the Project; and,

WHEREAS, in order to proceed with the Project, the Town will need to acquire from the Grantor a six (6.00') foot in width permanent utility easement interest along the Western boundary of the Property, where the Property abuts that thirty (30’) foot right-of-way known as Boundary Street, as indicated on EXHIBIT “A” hereto (the “Utility Easement Area”); and,

WHEREAS, the Grantor desires to show its support for the Project by conveying and donating the Utility Easement 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 Utility Easement 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 Utility 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 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. **Donation and Waiver of Compensation.** Grantor desires and agrees to donate and convey the Easement to Grantee for charitable or public uses and purposes and for no monetary consideration. Grantor does acknowledge and agrees that Grantor willingly and voluntarily waives any right to receive compensation for the Easement granted to the Grantee herein and chooses to donate the Easement for the benefit of the Project.

3. **Permanent Utility Easement.** 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 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 Utility Easement Area, 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 Utility 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 Utility 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 Easement agree that Grantee shall be responsible for patching any asphalt, concrete or other all-weather surface disturbed by Grantees 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 Utility 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 Utility Easement Area.

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. **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.

6. **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.
Easement # 898626

7. **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.

8. **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.

9. **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.

10. **Acknowledgment.** The Town acknowledges and agrees that no new boundary or property lines are created by the Easements 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 Utility Easement Area to the boundary line of the Property and adjacent right-of-ways. Further, that the grant of these Easements and the Improvements in the Utility Easement Area shall not serve to reduce any density available or existing on the Property prior to the date of this Agreement.

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.]
Easement # 898626

WITNESS Grantor’s Hand and Seal this ___ day of ________________, 2019.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

GRANTOR(S):
CORNERSTONE CHURCH OF BLUFFTON, SOUTH CAROLINA f/k/a THE FIRST BAPTIST CHURCH OF BLUFFTON a/k/a FIRST BAPTIST CHURCH, a South Carolina nonprofit corporation

______________________________
(Signature of First Witness)

______________________________
(Signature of Second Witness or Notary Public)

BY: ___________________________
ITS: ___________________________

STATE OF ______________________
COUNTY OF ____________________

ACKNOWLEDGMENT

I HEREBY CERTIFY that on this ___ day of ________________, 2019, before me, the undersigned Notary Public of the State and County aforesaid, personally appeared ________________, as _______________________ for CORNERSTONE CHURCH OF BLUFFTON, SOUTH CAROLINA f/k/a THE FIRST BAPTIST CHURCH OF BLUFFTON a/k/a FIRST BAPTIST CHURCH, a South Carolina nonprofit corporation, known or satisfactorily proven 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 ___________________________
My Commission Expires: ______________________
WITNESS Grantee’s Hand and Seal this ____ day of __________________, 2019.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

GRANTEE:
TOWN OF BLUFFTON, a South Carolina municipal corporation

__________________________
(Signature of First Witness)

__________________________ (L.S.)
Name: MARC ORLANDO, ICMA-CM
Title: TOWN MANAGER

__________________________
(Signature of Second Witness or Notary Public)

STATE OF SOUTH CAROLINA )
COUNTY OF BEAUFORT )

ACKNOWLEDGMENT

I HEREBY CERTIFY that on this ____ day of __________________, 2019, before me, the undersigned Notary Public of the State and County aforesaid, personally appeared MARC ORLANDO 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 South Carolina
My Commission Expires: ____________
Easement # 898626

WITNESS Grantee’s Hand and Seal this ___ day of _______________, 2019.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

GRANTEE: 
SOUTH CAROLINA ELECTRIC & GAS COMPANY, a South Carolina corporation

(Signature of First Witness)

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

(Signature of Second Witness or Notary Public)

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

I HEREBY CERTIFY that on this _____ day of ________________________, 2019, 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 SOUTH CAROLINA ELECTRIC & GAS COMPANY, 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.

(SEAL)

Notary Printed Name: ____________________________
Notary Public for South Carolina
My Commission Expires: _________________________
N/F
JOHN MARTIN
TMS 6810 039 00A 0008 0000

N/F
FIRST BAPTIST
CHURCH OF BLUFFTON
TMS 6810 039 00A 0008 0000

BOUNDARY STREET 30' R/W

PERMANENT SCE&G /
TOWN OF BLUFFTON
STREETLIGHT EASEMENT
1,396 Sq.Ft.
0.032 AC.

REFERENCES
1. SC DOT PLANS DOCKET #7,260
   ROAD NO. 66 AND ROAD NO. 11
   AND ROAD NO. 13.
2. SC DOT PLANS DOCKET #7,349
   ROAD NO. 377 ROAD NO. 378
   ROAD NO. 379.
3. DEED BOOK:343 PAGE:1218

NOTES
1. THIS PARCEL APPEARS TO
   LIE IN FLOOD ZONE C, FIRM
   PANEL 0001—A COMMUNITY
   450251.

PREPARED FOR:
TOWN OF BLUFFTON & SCE&G
AN EASEMENT EXHIBIT OF
A PERMANENT SCE&G
AND TOWN OF BLUFFTON
STREETLIGHT EASEMENT
TAX PARCEL No. 6810 039 00A 0008 0000
THE TOWN OF BLUFFTON
BEAUFORT COUNTY, SOUTH CAROLINA

FIELD WORK:  N/A
FIELD CHECK:  JHR
DRAWN BY:    N/F
DATE:        01-29-2016
SCALE:       1"=40'
PROJECT No.: 998-18770
FILE: WFT-18770 E1-0006.000G

JEREMY W. REDDER
S.C.P.L.S. No. 28139
NOT VALID UNLESS CROPPED WITH SEAL
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: CORNERSTONE CHURCH OF BLUFFTON, SOUTH CAROLINA

GRANTEE: THE TOWN OF BLUFFTON; SOUTH CAROLINA ELECTRIC & GAS COMPANY

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

DATE OF CONVEYANCE: __________________________

TRUE CONSIDERATION: $0.00

TAX DISTRICT/MAP/PARCEL NO: R610-039-00A-0089-0000

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

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

________________________________
Notary Public of South Carolina
My commission expires:

******************************************************************************
******************************************************************************

ROD OFFICE USE ONLY

State Stamps Collected: $ ____________
Recording Date: ____________
Transfer Fee Collected: $ ____________
Book: _____ Page: _________
STATE OF SOUTH CAROLINA )
COUNTY OF BEAUFORT )

STREETLIGHT EASEMENT AGREEMENT

TMS# R610-039-00A-091A-0000

THIS STREETLIGHT EASEMENT AGREEMENT is made and entered into on this ___ day of ________________, 2019, (the “Effective Date”) by and between JAMES W. JEFFCOAT AND MICHELLE R. JEFFCOAT (collectively, the “Grantor”) and THE TOWN OF BLUFFTON, a South Carolina municipal corporation of 20 Bridge Street, Bluffton, South Carolina 29910 (the “Town”) and SOUTH CAROLINA ELECTRIC & GAS COMPANY, a South Carolina corporation (“SCE&G”) (herein, the Town and SCE&G 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 tract of land situate, lying and being in Bluffton Township, Beaufort County, South Carolina, being bounded on the North by Church Street, on the East by Boundary Street, on the South by lands now or formerly owned by Daniel H. Heyward, Jr., and on the West by lands now or formerly owned by Smith, all as will more fully appear from that certain plat prepared and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina, in Plat Book 25 at Page 55, reference to said plat being hereby expressly made for a more complete description of the courses, distances, metes and bounds. Reference is also made to that certain plat prepared for Joseph Mobley by T-Square Surveying, Inc., dated June 27, 1985, and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina, in Plat Book 33 at Page 62.

THIS being the same property conveyed to Grantor by deed of Cornerstone Church of Bluffton, South Carolina f/k/a the First Baptist Church of Bluffton a/k/a First Baptist Church, dated January 12, 2016, and recorded on January 13, 2016, in the Office of the Register of Deeds for Beaufort County, South Carolina, in Record Book 3455 at Page 2193.

Tax Map No. R610-039-00A-091A-0000
Street Address: 12 Church 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 various streets, roads, alleys and other public thoroughfares in Bluffton (herein, the “Project”); and,

WHEREAS, the Property abuts one of the public thoroughfares to be improved by the Project; and,

WHEREAS, in order to proceed with the Project, the Town will need to acquire from the Grantor a six (6.00’) foot in width permanent utility easement interest along the Eastern boundary of the Property, where the Property abuts that thirty (30’) foot right-of-way known as Boundary Street, as indicated on EXHIBIT “A” hereto (the “Utility Easement Area”); and,

WHEREAS, the Grantor desires to show its support for the Project by conveying and donating the Utility Easement 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 Utility Easement 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 Utility 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 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. **Donation and Waiver of Compensation.** Grantor desires and agrees to donate and convey the Easement to Grantee for charitable or public uses and purposes and for no monetary consideration. Grantor does acknowledge and agrees that Grantor willingly and voluntarily waives any right to receive compensation for the Easement granted to the Grantee herein and chooses to donate the Easement for the benefit of the Project.

3. **Permanent Utility Easement.** 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 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 Utility Easement Area, 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 Utility 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 Utility 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 Easement agree that Grantee shall be responsible for patching any asphalt, concrete or other all-weather surface disturbed by Grantees 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 Utility 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 Utility Easement Area.

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. **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.

6. **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.

7. **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.

8. **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.

9. **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.
10. **Acknowledgment.** The Town acknowledges and agrees that no new boundary or property lines are created by the Easements 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 Utility Easement Area to the boundary line of the Property and adjacent right-of-ways. Further, that the grant of these Easements and the improvements in the Utility Easement Area shall not serve to reduce any density available or existing on the Property prior to the date of this Agreement.

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 _______________, 2019.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF: 

GRANTOR(S):

__________________________________________ (L.S.)
(Signature of First Witness)

JAMES W. JEFFCOAT

__________________________________________ (L.S.)
(Signature of Second Witness or Notary Public)

MICHELLE R. JEFFCOAT

STATE OF _____________________________ )
COUNTY OF _________________________ )

ACKNOWLEDGMENT

I HEREBY CERTIFY that on this ____ day of _________________, 2019, before me, the undersigned Notary Public of the State and County aforesaid, personally appeared JAMES W. JEFFCOAT and MICHELLE R. JEFFCOAT, 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.

__________________________________________ (SEAL)
(Signature of Notary Public)

Notary Printed Name: __________________________
Notary Public for ____________________________
My Commission Expires: ______________________
WITNESS Grantee’s Hand and Seal this ____ day of _______________, 2019.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

GRANTEE:
TOWN OF BLUFFTON, a South Carolina municipal corporation

(Signature of First Witness)

Name:  MARC ORLANDO, ICMA-CM
Title:  TOWN MANAGER

(Signature of Second Witness or Notary Public)

STATE OF SOUTH CAROLINA  )
COUNTY OF BEAUFORT  )

I HEREBY CERTIFY that on this _____ day of ______________________, 2019, before me, the undersigned Notary Public of the State and County aforesaid, personally appeared MARC ORLANDO 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)

Notary Printed Name: ______________________________
Notary Public for South Carolina
My Commission Expires: ____________________________

f:\client\bluffton\boundary street streelights\easements\5. jeffcoat, james& michelle\streetlight easement (erl.1).docx
WITNESS Grantee’s Hand and Seal this ____ day of _______________, 2019.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

GRANTEE:
SOUTH CAROLINA ELECTRIC & GAS COMPANY, a South Carolina corporation

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

STATE OF SOUTH CAROLINA )
COUNTY OF CHARLESTON )

I HEREBY CERTIFY that on this _____ day of ________________________, 2019, 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 SOUTH CAROLINA ELECTRIC & GAS COMPANY, 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.

Notary Printed Name: ________________________________
Notary Public for South Carolina
My Commission Expires: ______________________________
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: MICHELLE R. JEFFCOAT AND JAMES W. JEFFCOAT

GRANTEE: THE TOWN OF BLUFFTON; SOUTH CAROLINA ELECTRIC & GAS COMPANY

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

DATE OF CONVEYANCE: __________________________

TRUE CONSIDERATION: $10.00

TAX DISTRICT/MAP/PARCEL NO: R610-039-091A-0000, et al.

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

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

Notary Public of South Carolina
My commission expires:

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ROD OFFICE USE ONLY

State Stamps Collected: $ ____________  Recording Date: ____________
Transfer Fee Collected: $ ____________  Book: ______  Page: ________
A RESOLUTION AUTHORIZING THE ACCEPTANCE OF THE DONATION OF UTILITY LIGHTING EASEMENTS IN THE TOWN OF BLUFFTON AND AUTHORIZING THE EXECUTION AND RECORDATION OF THE TEMPORARY CONSTRUCTION EASEMENTS AND ASSOCIATED DOCUMENTS.

“I make a motion to adopt the resolution authorizing the Town Manager to accept easements, execute easements documents, and expend funds necessary for their creation and recordation associated with Boundary Street Lighting Project.”