

Ordinance 2017 / 21

**AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF AN
EASEMENT ENCUMBERING PROPERTY OWNED BY BEAUFORT COUNTY,
10 PRITCHER POINT ROAD, SOUTH CAROLINA**

WHEREAS, Beaufort County owns real property (“County Parcel”) known as TMS No.: R600 013 000 0061 0000 and located on SC Hwy 170 (also known as Okatie Highway) on the East side of SC Hwy 170 with Pritcher Point Road located along the southern part of the County Parcel and Huffalump Road located along the northern part of the County parcel; and

WHEREAS, due to the Beaufort County Animal Services Facility project, it is necessary for Palmetto Electric Cooperative, Inc., to locate overhead and/or underground electric and communications systems to serve the new facility; and

WHEREAS, Palmetto Electric Cooperative, Inc. has requested that Beaufort County grant it a Utility Easement for the nonexclusive right to enter the County Parcel for the purpose of erecting, operating and maintaining overhead and/or underground electric and communication systems across portions of the County’s property; and

WHEREAS, County staff has worked diligently with Palmetto Electric Cooperative, to locate an appropriate easement path across the County’s property that ensures a minimal impact to the property itself; and

WHEREAS, Beaufort County Council has determined that it is in its best interests to authorize the execution and delivery of the requested Easement attached hereto and incorporated by reference and shown on the attached “Exhibit A”; and

WHEREAS, S.C. Code Ann. § 4-9-130 requires that the transfer of any interest in real property owned by the County must be authorized by the adoption of an Ordinance by Beaufort County Council.

**NOW, THEREFORE, BE IT ORDAINED BY BEAUFORT COUNTY COUNCIL
AS FOLLOWS:**

- (1) The County Administrator is hereby authorized to execute the Easement referenced herein and which is shown on “Exhibit A”; and
- (2) The County Administrator is hereby authorized to take all necessary actions as may be necessary to complete the conveyance of the Easement and ensure the construction and installation of the new power line to occur as agreed upon by the County and Palmetto Electric Cooperative, Inc.

Dated this 28th day of August, 2017.

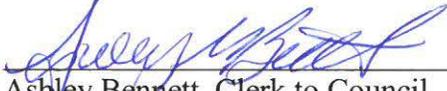
COUNTY COUNCIL OF BEAUFORT COUNTY

BY: 
D. Paul Sommerville, Chairman

APPROVED AS TO FORM:


Thomas J. Keaveny, II, Esquire
Beaufort County Attorney

ATTEST:


Ashley Bennett, Clerk to Council

First Reading: June 26, 2017
Second Reading: July 24, 2017
Public Hearing: August 28, 2017
Third and Final Reading: August 28, 2017

Chronology

- Third and final reading approval occurred August 28, 2017 / Vote 11:0
- Public hearing occurred August 28, 2017
- Second reading approval occurred July 24, 2017 / Vote 9:0
- First reading approval occurred June 26, 2017 / Vote 7:0
- Public Facilities Committee discussion and recommendation to approve on first reading occurred June 26, 2017 / Vote 5:0



Attachment 1

Animal shelter
10 Pritchard Point Rd.

PARRISH CREEK DR
OYSTER CREEK DR
PERS CREEK DR
EEHAW DR
WOOD DR

METTUMP RD

PRITCHARD POINT RD

OKATEHMY

AND I (WE) do hereby bind myself (ourselves) and my (our) Heirs and Assigns, Executors and Administrators, to warrant and forever defend, all and singular, the said Premises unto the said **PALMETTO ELECTRIC COOPERATIVE, INC.**, its Successors and Assigns, against me (us) and my (our) Heirs, and all persons whomsoever lawfully claiming, or to claim the same or any part thereof.

The grant of this easement is subject to the following terms and conditions:

1. That **Grantee's** right to enter the above-described property shall be nonexclusive and solely for the purpose of, and is hereby limited to, such activities as are reasonable necessary for construction, reconstructing, operating and maintaining an overhead and/or underground electric or communications system.
2. That **Grantor** hereby reserves the right to use or convey the property which is subject of this Easement in any manner whosoever which does not interfere with the use and enjoyment of the Easement.
3. That **Grantor** hereby reserves the right to change the location of the within Easement from time to time, but solely at the expense of **Grantor**.
4. That landscaping shall not be planted within ten (10') feet of any door or opening of electrical distribution equipment, or within the boundaries of the basic easement. If landscaping is planted in violation of this provision, Grantee shall have the right to remove such landscaping and shall have no obligation to replant such landscaping.

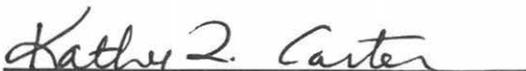
WITNESS my (our) Hand(s) and Seal(s), this 15th day of September, in the year of our Lord Two Thousand Seventeen.

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



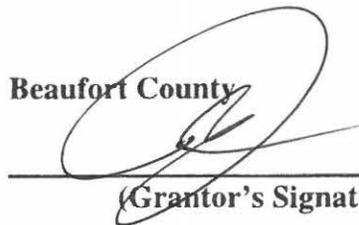
(Witness #1 Signature)

Print Name: Christopher Inglese


(Witness #2 Signature)

Print Name: Kathy L. Carter

Beaufort County



(Grantor's Signature)

By: Joshua A. Greber (L.S.)
(Print Grantor's Name)

Its: Deputy County Administrator

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

PROBATE

PERSONALLY appeared before me the undersigned witness and made oath that he/she saw the within named **Grantor** sign, seal, and as his/her act and deed, deliver the within written Easement, and that he/she with the other witness whose signature appears above witnessed the execution thereof.



(Witness #1 or #2)

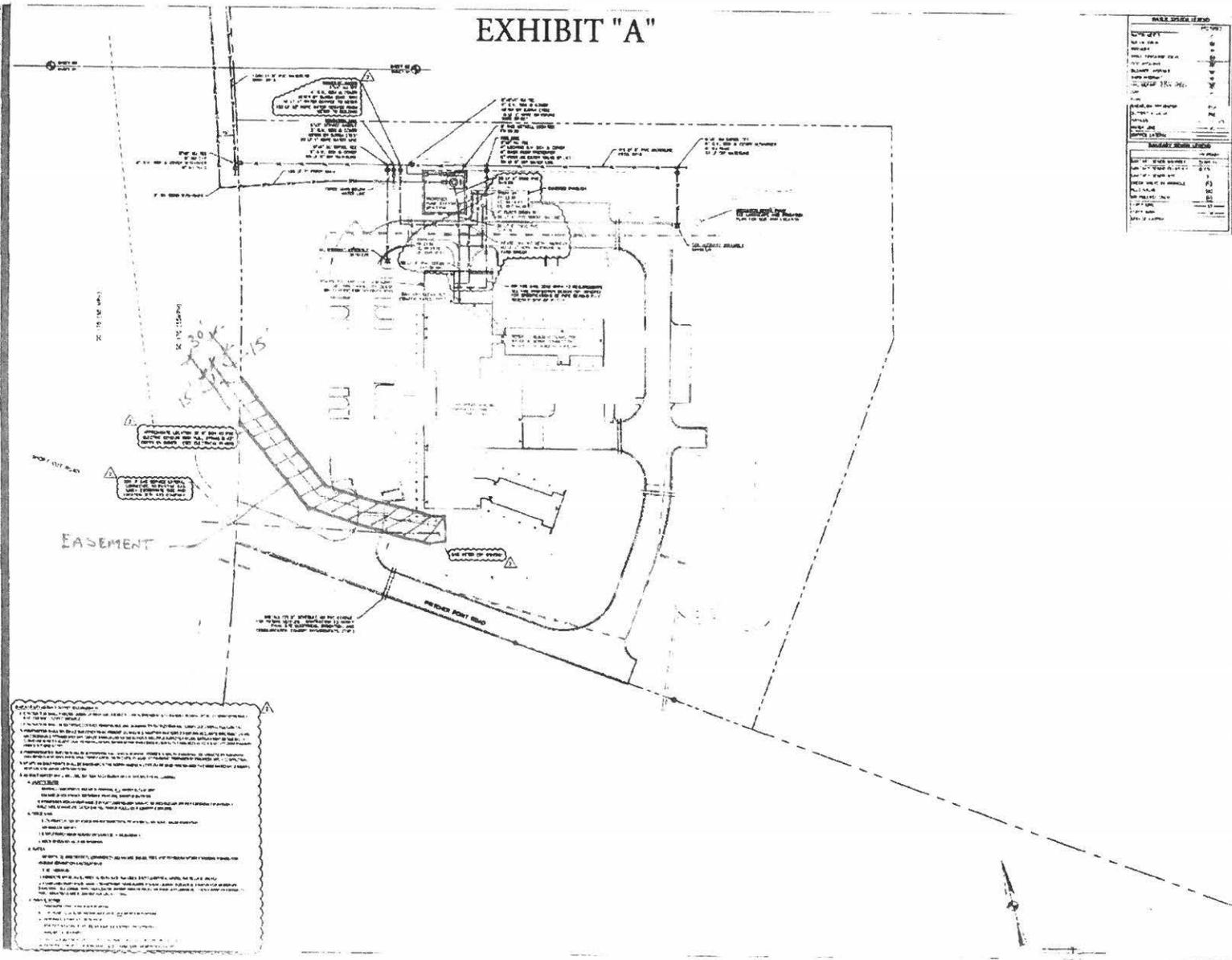
SWORN to before me, this 1st
day of September, A.D., 2017

Kathy L. Carter (SEAL)

Notary Public for SC

My Commission Expires: ~~My Commission Expires~~
March 3rd, 2027

EXHIBIT "A"



NOTES:

1. ALL DIMENSIONS ARE IN FEET AND INCHES UNLESS OTHERWISE SPECIFIED.
2. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE SPECIFIED.
3. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE SPECIFIED.
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BILL OF MATERIALS	
CONCRETE	1000
STEEL	500
WOOD	200
GLASS	100
PAINT	50
MECHANICAL	100
ELECTRICAL	100
PLUMBING	100
LANDSCAPE	100
UTILITIES	100
ASBESTOS	100
LEAD	100
HAZARDOUS WASTE	100
DEMOLITION	100
PERMITS	100
INSURANCE	100
LIABILITY	100
GENERAL CONTRACTOR	1000
ARCHITECT	100
ENGINEER	100
LANDSCAPE ARCHITECT	100
PLUMBING CONTRACTOR	100
ELECTRICAL CONTRACTOR	100
MECHANICAL CONTRACTOR	100
HAZARDOUS WASTE CONTRACTOR	100
DEMOLITION CONTRACTOR	100
PERMITS	100
INSURANCE	100
LIABILITY	100

CBA
WARD
EDWARDS
ARCHITECTS

BCASH/HHA ANIMAL SERVICES COMPLEX
COUNTY OF BEAUFORT, SC
10 PRITCHER POINT ROAD, BEAUFORT, SC 29906

UTILITY PLAN

C601