

RESOLUTION 22-03

**A RESOLUTION OF THE TOWN OF YEMASSEE, SOUTH CAROLINA, TOWN COUNCIL
TO APPROVE THE PUBLIC PROJECT APPLICATION OF PALMETTO RURAL
TELEPHONE CO FOR PHASE 1 OF THEIR FIBER OPTIC BUILDOUT IN THE TOWN OF
YEMASSEE AND TO AUTHORIZE THE EXECUTION OF AN EASEMENT FOR PALMETTO
RURAL TELEPHONE CO TO INSTALL COMMUNICATIONS EQUIPMENT ON TOWN
PROPERTY**

WHEREAS, pursuant to the Town of Yemassee Ordinance, Palmetto Rural Telephone Co has submitted a Public Project Application for the construction of a fiberoptic buildout for telecommunications infrastructure; and

WHEREAS, Town Staff have reviewed the application which contained framework for Phase 1 of their fiberoptic buildout which covers the area west of US Hwy 17A, north of SC-68 and east of Gordon St; and

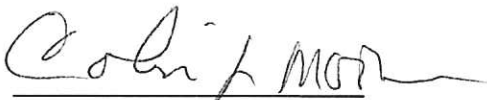
WHEREAS, approval of the project is in the best interest of citizens and business owners alike and will provide options for fiberoptic internet, tv and phone services; and

WHEREAS, the applicant is requesting an easement covering a 15 x 20 area on the municipal complex property on the southwest corner of the parcel, abutting Zahler St E; and

WHEREAS, Palmetto Rural Telephone will handle all maintenance of the natural vegetative buffer around the easement to ensure it does not detract from the aesthetics of the area.

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND TOWN COUNCIL OF
THE TOWN OF YEMASSEE AS FOLLOWS:**

The Town Council of the Town of Yemassee hereby approves the Public Project Application for Phase 1 of the Palmetto Rural Telephone Buildout and authorizes the Mayor to execute an easement over a 15 x 20 portion of land on the Yemassee Municipal Complex property. (Exhibit A)



Colin J. Moore, Mayor



ATTEST: Matthew E. Garnes, Town Clerk

(Seal)

STATE OF SOUTH CAROLINA)

DURATIONAL RIGHT-OF-WAY EASEMENT

COUNTY OF HAMPTON)

This Durational Right-of-Way Easement is made as of the 2nd day of February 2022 by
Colin J. Moore Grantor, to Palmetto Rural Telephone Cooperative, Inc., Grantee.

KNOW ALL MEN BY THESE PRESENTS that, Colin J. Moore, (Grantor) for, The Town of Yemasee, (owner) and in consideration of the mutual promises and at or before the sealing of these presents by Palmetto Rural Telephone Cooperative, Inc., the receipt of which is hereby acknowledged, has/have granted, bargained, sold and released and by these presents does/do grant bargain, sell and release unto the said Palmetto Rural Telephone Cooperative, Inc., its successors and assigns, a right-of-way easement described as follows:

A non-exclusive easement for a term of 25 years from the date hereof for the construction, location, installation, operation, maintenance, repair, and replacement of one or more telephone lines and equipment over, under and upon the property described in the attached Schedule "A".

This grant of easement is granted for access, ingress and egress for the uses and purposes above described.

IT IS UNDERSTOOD AND AGREED that the easement above described is granted and accepted upon the following terms and conditions, to with:

(a) The Grantor will make no use of the area occupied by easement which is inconsistent with the uses and purposes for which the easement has been granted, and without limiting the generality of this provision, the Grantor agrees that no permanent structures such as buildings, sheds and other structures shall be placed upon the easement area at any time.

(b) The Grantee agrees that, if it becomes necessary in the future to disturb the surface in order to effect maintenance, repair or replacements, it will promptly restore the surface to the extent practicable.

The easement granted herein shall be appurtenant to and shall run with the title and shall be an encumbrance to the land described herein above.

TO HAVE AND TO HOLD the aforesaid said easement in, over and upon the above-described land of the Grantors with all the rights, privileges, and appurtenances there to belonging or in anywise appertaining unto the Grantee, its successors, and assigns, for a term of 25 years from the date hereof.

GRANTOR(s) does/do hereby bind himself/herself/ itself/themselves, his/her/its/their heirs and assigns/successors and assigns to warrant and forever defend, all and singular the title to the lands affected by said rights and privileges granted herein to said Grantee, its successors and assigns, against herself/himself/itself/themselves, their lawful heirs and assigns/successors and assigns and all persons whomsoever lawfully claiming or to claim the same, or any part thereof.

IN WITNESS WHEREOF, the Grantor has executed this Durational Right-of-Way Easement as of the 2nd day of February 2022.

WITNESSES:

Caroline Koger
J. A. Hoyo

Colin Moore
Grantor

STATE OF SOUTH CAROLINA
COUNTY OF HAMPTON

Colin J. Moore PERSONALLY, appeared before me the undersigned witness and made oath that (s) he saw the within named sign, seal and as his/her/its act and deed, deliver the within written Right-of-Way Easement for the uses and purposes therein mentioned and that (s) he with the other witness witnessed the execution thereof.

SWORN to before me this 2nd day
of Feb 2022.

Mike Br
Notary Public
My Commission Expires

for

South

(L.S.)
Carolina