STATE OF SOUTH CAROLINA)
) **EASEMENT AGREEMENT**
COUNTY OF LANCASTER)

THIS EASEMENT AGREEMENT (this "Easement") is made and entered into this ___ day of _____, 2021, by and among **Lancaster County Water and Sewer District,** a special purpose district created under the laws of the state of South Carolina, with an address of 1400 Pageland Hwy, Lancaster, South Carolina, 29720 ("Grantee"), and **LANCASTER COUNTY,** a political subdivision of the State of South Carolina, with an address of _____ ("Grantor").

RECITALS:

A. Grantor is the owner of certain real property in Lancaster County, South Carolina, more particularly described on **Exhibit A** attached hereto and incorporated herein by this reference (the "Servient Estate").

B. Grantee is a special purpose district which intends to accept for dedication sewer lines that traverse a portion of the Servient Estate and connect to other infrastructure of Grantee.

C. Grantor has agreed to grant and convey to Grantee, for the benefit of the Grantee, certain easement rights as set forth below in the Easement.

NOW, THEREFORE, for and in consideration of the provision of water and sewer service, the mutual covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee hereby covenant and agree as follows:

1. Grant of Easement. Grantor hereby grants, bargains, sells and conveys to Grantee, its successors and assigns forever, a perpetual, non-exclusive appurtenant easement over, through, under and across the Easement Area (defined below) for the purpose of laying, constructing, installing, inspecting, operating, using, maintaining, repairing, removing, enlarging, and/or reconstructing the sewer lines and related facilities, including, without limitation, pipes, fixtures, equipment, meters, pumps, connections and other personal property (collectively, "Facilities") for the collection and transfer of sewer, as may be reasonably necessary, appropriate or desirable for Grantee's use of the sewer lines, TOGETHER WITH (i) a perpetual, non-exclusive appurtenant easement and right for access, ingress, and egress over and across the Easement Area for Grantee's exercise of the easement rights herein conveyed; and (ii) a perpetual, non-exclusive appurtenant easement and right to clear and keep the Easement Area free of trees,

structures, buildings, fixtures, wells, septic tanks, underground storage tanks, garbage, or any type of personal property which may interfere in any way with or endanger the water lines and sewer lines, the Facilities or Grantee's rights under this Easement provided, however, Grantor may pave over the Easement Area in connection with the construction of a roadway, driveway or parking lot (if such paving does not interfere with the rights given to Grantee hereunder).

The "Easement Area" consists of that certain strip of land being shown on that certain easement exhibit prepared by W. Glen Dalton, SCPLS #25432, of Metrolina Land Surveying, Inc., entitled "Easement Exhibit at Property Known as 10754 Harrisburg Road, Lancaster County Fire Station" dated June 5, 2021 (the "Exhibit Map") identified as "30 Sewer Easement, 0.02 Acre, 750 SF", with the courses and distances shown on the Exhibit Map, a copy of which is attached hereto as **Exhibit B**. Nothing herein is designed or intended to give Grantee any right, property or interest in or to the storm drainage easements or infrastructure depicted on the Exhibit Map.

2. Covenants and Certifications of Grantor. Grantor hereby covenants to Grantee that (i) to Grantor's knowledge, it is lawfully seized and presently possessed of both the Servient Estate and the Easement Area, (ii) it has a good and lawful right to convey the rights granted to Grantee under this Easement, (iii) both the Servient Estate and the Easement Area are free from encumbrances except for encumbrances and restrictions of record and such other matters as are set forth in this Easement Agreement, (iv) Grantor does hereby bind the Grantor and the Grantor's successors and assigns to warrant and forever defend all and singular the Servient Estate and the Easement Area unto Grantee, and Grantee's successors and assigns, against Grantor and Grantor's successors lawfully claiming, or to claim the same, or any part thereof, but against no others, and (v) Grantor has not done or suffered anything whereby the Servient Estate and the Easement Area have been encumbered by Grantor, except as disclosed in this Easement Agreement.

3. Reservation by Grantor. Subject to the rights of Grantee hereunder, Grantor reserves the right to use the Easement Area for any purposes not inconsistent with or detrimental to Grantee's rights under this Easement; provided, however, no buildings or similar structures may be constructed on or within the Easement Area.

4. Covenants and Duties of Grantee. Grantee agrees to: 1) restore all areas within the Easement Area that are disturbed as a result of construction or maintenance activities to a manageable condition, including grading such areas to a smooth surface free of ruts, with uniform slope to prevent ponding, but such restoration shall not be required to result in adequate compaction for paving or require repair and / or replacement of areas that may be paved after installation of the water lines and sewer lines and other related facilities; and 2) comply with all applicable federal, state and other governmental laws and regulations regarding wetlands, hazardous materials, endangered species, navigable streams, and potential burial and other archaeological sites (collectively, the "Applicable Laws") in the installation and maintenance of the water lines and sewer lines.

5. Miscellaneous.

(a) Binding Effect. The rights granted herein shall be non-exclusive and shall run with title to the Servient Estate, and shall be binding upon and inure to the benefit of and be enforceable by the heirs, legal representatives, successors and assigns of Grantor and Grantee.

(b) Remedies; Attorneys' Fees. If either Grantor or Grantee breaches any of its obligations under this Easement, the non-breaching party will have available to it all remedies available at law or equity, including the right to recover reasonable costs and expenses of suit, including, without limitation, reasonable attorneys' fees.

(c) Severability. The invalidity of any one of the covenants, agreements, conditions or provisions of this Easement or any portion thereof shall not affect the remaining portions thereof and this Easement shall be construed as if such covenant, agreement, condition or provision had not been inserted herein.

(d) Entire Agreement. This Easement constitutes the entire agreement and understanding between Grantor and Grantee relating to the subject matter hereof and may not be amended, waived or discharged, except by instrument in writing executed by the party against which enforcement of such amendment, waiver or discharge is sought.

(e) Authority. Each party hereto represents and warrants to the other parties that the execution of this Easement and any other documents required or necessary to be executed pursuant to the provisions hereof are valid, binding obligations and are enforceable in accordance with their terms.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, Grantor and Grantee have caused this Easement to be executed and delivered by their respective undersigned officer(s) and/or representative(s), they being duly authorized, effective as of the date first above written.

GRANTOR:

LANCASTER COUNTY,
a political subdivision of the State of South Carolina

_____
Witness #1

By: _____
Name: _____
Title: _____

_____
Witness #2

State of _____
County of _____

ACKNOWLEDGEMENT

On this _____ day of _____, 20____, before me personally appeared _____, who provided satisfactory evidence of his identification to be the person whose name is subscribed to this instrument and he acknowledged that he executed the foregoing instrument by his signature here.

_____
_____
[Name of signatory]

Sworn to (or affirmed) and subscribed before me this the _____ day of _____, 20_____.

_____
Official Signature of Notary

(Official Seal)

_____, Notary Public
Notary's printed or typed name

_____ County, _____
My commission expires: _____

Signed, sealed and delivered
in the presence of:

GRANTEE:

LANCASTER COUNTY WATER AND SEWER DISTRICT

_____
Witness #1

By:_____
Bradley H. Bucy, Manager

_____
Witness #2

State of South Carolina
County of Lancaster

ACKNOWLEDGEMENT

On this _____ day of _____, 2021, before me personally appeared Bradley H. Bucy, who provided satisfactory evidence of his identification to be the person whose name is subscribed to this instrument and he acknowledged that he executed the foregoing instrument by his signature here.

_____
Bradley H. Bucy

Sworn to (or affirmed) and subscribed before me this the _____ day of _____, 2021.

_____
Official Signature of Notary

(Official Seal)

_____, Notary Public
Notary's printed or typed name

Lancaster County, South Carolina
My commission expires: _____

EXHIBIT A

Description/Depiction of the Servient Estate

BEING the property conveyed to Lancaster County by deed from VK Covington LLC recorded on October 26, 2018, in Book 1181 at Page 134, in the public records for Lancaster County, South Carolina, further identified as 3.119 acres (135,892 square feet) as shown on plat of survey entitled, "Final Plat at Property known as 10754 Harrisburg Road, Parcel #0003.00-041.00 DB 509, PG 239, Town of Indian Land, Lancaster County, SC for Lancaster County" prepared by Metrolina Engineering & Surveying Associates, dated June 18, 2018 and recorded September 26, 2018 in Plat Book 2018, Page 579, Lancaster County Register of Deeds, and having the metes and bounds, courses and distances, buttings and boundings as upon said plat appear.

EXHIBIT B

Description / Depiction of Easement Area

[SEE ATTACHED]