

STATE OF SOUTH CAROLINA COUNTY OF LANCASTER)))	ORDINANCE NO. 2019 - 1598
	AN ORDINANCE	

TO APPROVE A RIGHT OF WAY AGREEMENT BETWEEN LANCASTER COUNTY AND THE LANCASTER COUNTY WATER AND SEWER DISTRICT, PROVIDING AN EASEMENT TO THE LANCASTER COUNTY WATER AND SEWER DISTRICT TO BE LOCATED WITHIN THE WALNUT CREEK RECREATIONAL COMPLEX; AND TO AUTHORIZE COUNTY OFFICIALS TO TAKE SUCH ACTIONS AS NECESSARY TO EFFECTUATE THE PURPOSES OF THIS ORDINANCE.

Be it ordained by the Council of Lancaster County, South Carolina:

Section 1. Findings and determinations.

Council finds and determines that:

- (1) Lancaster County (the "County") owns the land where the Walnut Creek Recreational Complex is located, identified further as Tax Map No. 0020-00-008.00;
- (2) Lancaster County Water and Sewer District (the "District") is the provider of water and sewer service to portions of Indian Land and the District proposes to provide the sewer service in the area to serve the new Indian Land High School; and
- (3) it is the purpose of this ordinance to approve a right of way agreement providing an easement to the District so that it may provide sewer service to the new Indian Land High School.

Section 2. Approval of right-of-ways agreement.

(A) Council authorizes and approves the Right of Way Agreement granting an easement to the District as described in Section 1. The form of the Right of Way Agreement is attached to this ordinance as Exhibit A and all terms, provisions and conditions of the Right of Way Agreement are incorporated herein by reference as if the Right of Way Agreement were set out in this ordinance in its entirety. The County Administrator is authorized to execute and deliver the Right of Way Agreement on behalf of the County. By adoption of this ordinance, Council approves the Right of Way Agreement and all of its terms, provisions and conditions. The Right of Way Agreement is to be in substantially the form as attached to this ordinance and hereby approved, or with such minor changes therein as shall be approved by the officials of the County executing the Right of Way Agreement, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of the Right of Way Agreement attached to this ordinance.

(B) Council approves the granting of an easement as described and provided for in the Right of Way Agreement.

Section 3. Authority to act.

The Council Chair, Secretary and Clerk, the County Administrator and County Attorney each are authorized to take such actions and to execute such documents as may be necessary to effectuate the purposes of this ordinance.

Section 4. Severability.

If any section, subsection or clause of this ordinance is held to be unconstitutional or otherwise invalid, the validity of the remaining sections, subsections and clauses shall not be affected.

Section 5. Conflicting provisions.

To the extent this ordinance contains provisions that conflict with provisions contained elsewhere in the Lancaster County Code or other County ordinances, resolutions or orders, the provisions contained in this ordinance supersede all other provisions and this ordinance is controlling.

Section 6. Effective date.

This ordinance is effective upon Third Reading.

SIGNATURES FOLLOW ON NEXT PAGE.

AND IT IS SO ORDAINED

Da	ated this 12 th day o	of August	, 2019.
		LANCASTER CO	UNTY, SOUTH CAROLINA
		Steve Harper, Chair	, County Council
		Aday Hone Larry Honeycutt, So	eglu H ecretary, County Council
ATTEST:			
Sherrie S	impsen	_	
Sherrie Simpson, Cleri	k to Council		
First Reading: Second Reading: Public Hearing: Third Reading:	June 24, 2019 July 15, 2019 July 15, 2019 August 12, 2019		
Approved as to form:	71		
John DuBose, County	Attorney		
,			

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

Exhibit A to Ordinance No. 2019 - 1598

Form of Right-of-Way Agreement Lancaster County and Lancaster County Water and Sewer District Old Bailes Road Easement

See attached.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

STATE OF SOUTH CAROLINA	•
COUNTY OF LANCASTER) EASEMENT AGREEMENT)
THIS EASEMENT AGREE	MENT (this "Easement") is made and entered into this day
of, 2019, by and amor	ng Lancaster County Water and Sewer District, a special
purpose district created under the la	ws of the state of South Carolina, with an address of 1400
Pageland Hwy, Lancaster, South Card	olina, 29720 ("Grantee"), and the County of Lancaster, South
Carolina, with an address of P.O. Box	1809, Lancaster County, South Carolina 29721 ("Grantor").

RECITALS:

- A. Grantor is the owner of certain real property located on Walnut Creek Parkway in Lancaster County, South Carolina deeded to Grantor by that certain corrective deed recorded in Deed Book 749, Page 228 in the Office of the Lancaster County Register of Deeds (the "Servient Estate").
- B. Grantee is a special purpose district which intends to construct a sewer line that transverses a portion of the Servient Estate and connects 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 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:

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 Sewer Easement Area (defined below) for the purpose of laying, constructing, installing, inspecting, operating, using, maintaining, repairing, removing, enlarging, and/or reconstructing the sewer line, and related facilities, including, without limitation, pipes, fixtures, equipment, meters, pumps, connections and other personal property (collectively, "Facilities") for the conveyance and transfer of sewer, as may be reasonably necessary, appropriate or desirable for Grantee's use of the sewer line, TOGETHER WITH (i) a perpetual, non-exclusive appurtenant easement and right for access, ingress, and egress over and across the Sewer Easement Area for Grantee's exercise of the easement rights herein conveyed; (ii) a perpetual, non-exclusive appurtenant easement and right to clear and keep the Sewer 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 sewer line, the Facilities or Grantee's rights under this Easement provided, however, Grantor may pave over the Sewer Easement Area in connection with the construction of a driveway (if such paving does not interfere with the rights given to Grantee hereunder); and (iii) a temporary construction easement twenty (20) feet in width extending outward from the western boundary of the Sewer Easement Area shown on **Exhibit A**, which temporary construction easement shall automatically terminate immediately upon issuance of permit to operate by SCDHEC.

The "Sewer Easement Area" is that certain strip of land more fully described in **Exhibit A** attached hereto and as shown as a "30" SSE" on that certain plat of survey prepared by Kenneth M. Green, RLS #14529, of R. Joe Harris and Associates, Inc. and designated as "South Indian Land Sewer Outfall Extension Easement Map" dated July 31, 2019 (the "Plat"), with the courses and distances shown thereon. A copy of the Plat is attached hereto as a part of **Exhibit A**.

In addition to the sanitary sewer easement granted above, Grantor hereby grants, bargains, sells and conveys to Grantee, its successors and assigns forever, (i) a perpetual, non-exclusive appurtenant easement and right for access, ingress, and egress over and across the that portion of property shown on the Plat as a "30' Access Easement" twenty-four hours a day (Access Easement Area); and (ii) a perpetual, non-exclusive appurtenant easement and right to clear and keep the Access 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 Grantee's rights under this Easement.

The Sewer Easement Area and the Access Easement Area are referred to collectively herein below as the "Easement Areas"

- 2. <u>Covenants and Certifications of Grantor</u>. 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 Areas, (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 Areas 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 Areas 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 Areas have been encumbered by Grantor, except as disclosed in this Easement Agreement.
- 3. <u>Reservation by Grantor</u>. Subject to the rights of Grantee hereunder, Grantor reserves the right to use the Easement Areas 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 Areas.
- 4. <u>Covenants and Duties of Grantee</u>. Grantee agrees to: 1) restore all areas within the Easement Areas 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 sewer line 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 sewer line.

5. Miscellaneous.

- (a) <u>Binding Effect</u>. 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) <u>Remedies; Attorneys' Fees</u>. If either Grantor or Grantee breaches any of their 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) <u>Severability</u>. 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) <u>Entire Agreement</u>. 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) <u>Authority</u>. 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.

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.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

Signed,	sealed	and	deli	vered
	in the 1	orese	ence	of:

in the presence of:	GRANTOR:
	Lancaster County, South Carolina
Witness #1	Ву:
Witness #2	Its:
State of South Carolina County of	ACKNOWLEDGEMENT
satisfactory evidence of his/her ident	, 20, before me personally appeared of Lancaster County South Carolina, who provided tification to be the person whose name is subscribed to this that s/he executed the foregoing instrument by his/her
	Signatory of Lancaster County, South Carolina
Sworn to (or affirmed) and subscribed 20	d before me this the day of,
(Official Seal)	Official Signature of Notary , Notary Public Notary's printed or typed name
	County,

Signed, sealed and delivered in the presence of:

GRANTEE:

LANCASTER COUNTY WATER AND SEWER DISTRICT

	SEWER DISTRICT
Witness #1 Witness #2	By: Stephen White, Manager
State of South Carolina County of	ACKNOWLEDGEMENT
On this day of Stephen White, who provided satisfaction name is subscribed to this instrument instrument by his signature here.	, 20, before me personally appeared story evidence of his identification to be the person whose at and he acknowledged that he executed the foregoing
	Stephen White
Sworn to (or affirmed) and subscribed 20	before me this the day of,
(Official Seal)	Official Signature of Notary , Notary Public Notary's printed or typed name
	County, South Carolina My commission expires:

EXHIBIT A

Description / Depiction of Easement Areas

Legal description of a 30 foot Sewer Line Easement and a 30 foot Access Easement for Lancaster County Water and Sewer District.

Being portions of that certain parcel of land, lying in Indian Land Township, Lancaster County, South Carolina, having a Tax ID # of 002-00-008.00, and being more particularly described as follows.

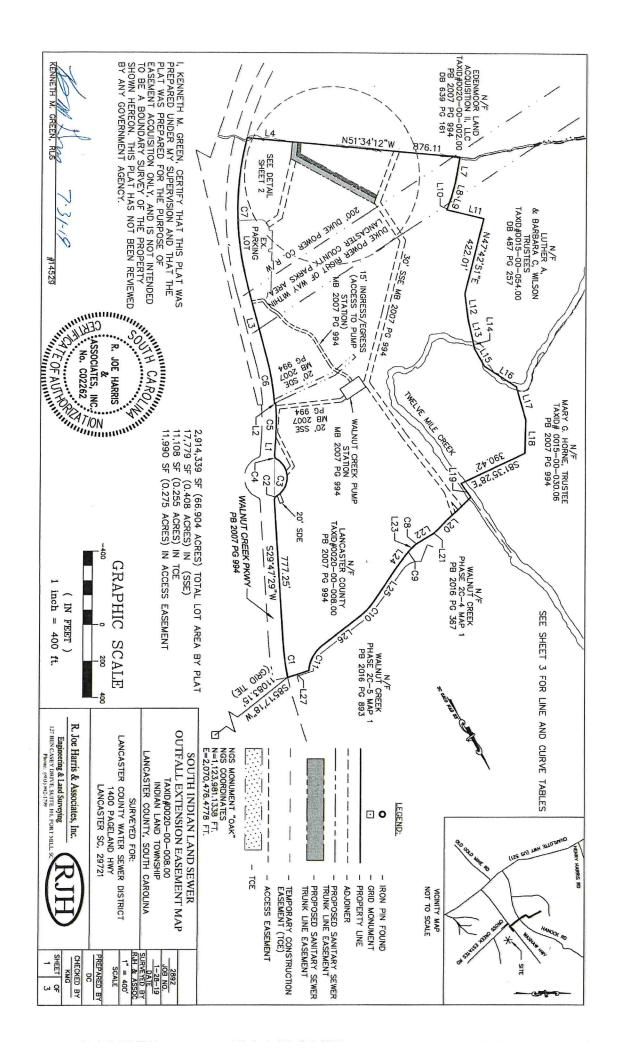
Proposed 30' Sanitary Sewer Easement:

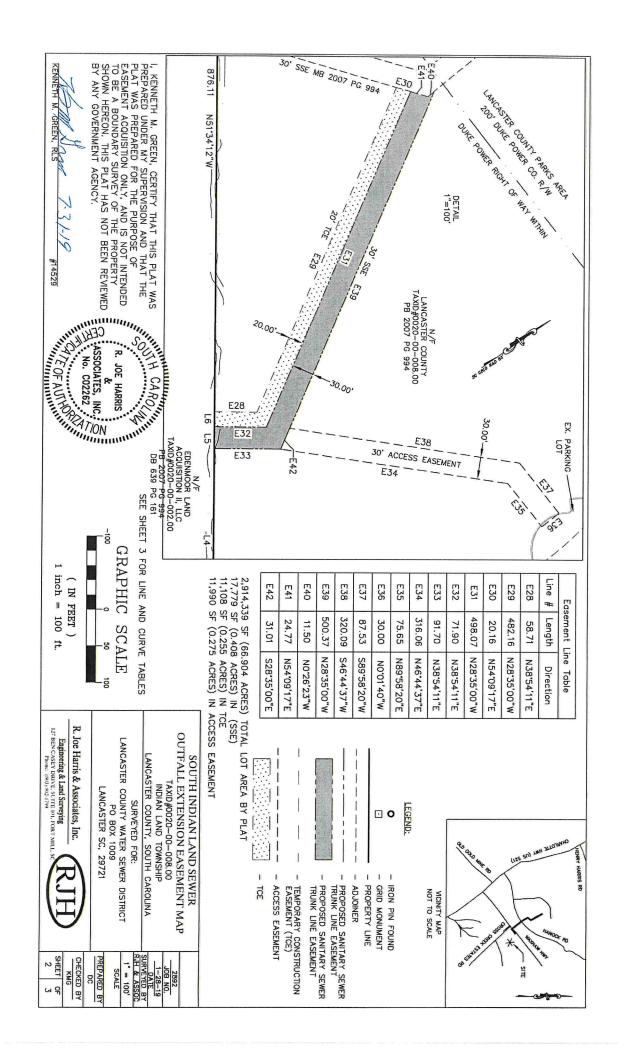
Commencing at a NGS monument "Oak", having South Carolina geodetic coordinates of North=1,123,981.1338 and East=2,070,476.4778, thence S85°17'18"W for a distance of 11,083.15' to a point on the westerly Right of Way of Walnut Creek Parkway (variable width Right of Way, PB 2007 PG 994), said point being the start of a curve, thence following the aforementioned Right of Way the following 11 calls 1)aforementioned curve turning to the right through an angle of 07°57'11", having a radius of 1420.00', and whose long chord bears S25°48'54"W for a distance of 196.95' to a point, 2)S29°47'29"W for a distance of 777.25' to a point on the beginning of a curve, 3)said curve turning to the right through an angle of 64°19'41", having a radius of 20.00', and whose long chord bears S61°57'21"W for a distance of 21.29' to a point on the beginning of a non-tangential curve 4)said curve turning to the left through an angle of 121°01'25", having a radius of 118.50', and whose long chord bears S33°36'29"W for a distance of 206.30' to a point on the beginning of a non-tangential curve 5)said curve turning to the right through an angle of 64°19'42", having a radius of 20.00', and whose long chord bears S05°15'37"W for a distance of 21.29' to a point 6)S37°25'28"W for a distance of 88.56' feet to a point on the beginning of a curve 7)said curve turning to the left through an angle of 08°19'22", having a radius of 1340.00', and whose long chord bears S33°15'47"W for a distance of 194.48' to a point 8)S61°06'48"E for a distance of 7.00' to a point on the beginning of a non-tangential curve 9)said curve turning to the left through an angle of 10°49'14", having a radius of 1333.00', and whose long chord bears S23°41'33"W for a distance of 251.37' to a point 10)S18°16'56"W for a distance of 418.35' to a point on the beginning of a curve 11)said curve turning to the right through an angle of 29°33'25", having a radius of 1567.00', and whose long chord bears S33°03'39"W for a distance of 799.43' to a point, thence, leaving said Right of Way, N51°34'12"W for a distance of 253.18' to a point on the proposed 30' Sanitary Sewer Easement (SSE), said point being the POINT OF BEGINNING (POB)

From the POB and with the aforementioned 30' SSE the following 8 calls: 1) N51°34'12"W for a distance of 30.00' to a point; 2) N38°54'11"E for a distance of 71.90' to a point; 3) N28°35'00"W for a distance of 498.07' to a point; 4) N54°09'17"E for a distance of 24.77' to a point; 5) N00°26'23"W for a distance of 11.50' to a point; 6) S28°35'00"E for a distance of 500.37' to a point; 7) S28°35'00"E for a distance of 31.01' to a point; and 8)S38°54'11"W for a distance of 91.70' to the POB, containing 17,779 Sq. Ft. (0.408 acres), more or less.

Proposed 30' Access Easement:

Commencing at the beginning point of the aforementioned Proposed 30' SSE, thence N38°54'11"E for a distance of 91.70' to a point on the Proposed 30' Access Easement, said point being the POINT OF BEGINNING (POB). From the POB and with the aforementioned 30' Proposed Access Easement the following 6 calls: 1) N28°35'00"W for a distance of 31.01' to a point; 2) N46°44'37"E for a distance of 320.09' to a point; 3) N89°58'20"E for a distance of 87.53' to a point; 4) S00°01'40"E for a distance of 30.00' to a point; 5) S89°58'20"W for a distance of 75.65' to a point; and 6) S46°44'37"W a distance of 316.06' to the POB, containing 11,990 Sq. Ft. (0.275 acres) more or less.



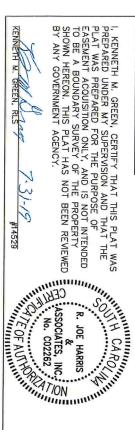


	·		,	,	,		,														
L20	L19	L18	L17	L16	L15	L14	L13	L12	=	L10	L9	8	L7	F6	L5	L4	L3	L2	IJ	Line #	
276.56	93.20	181.65	190.00	210.00	110.00	60.67	99.82	147.85	208.91	13.43	59.30	84.19	140.50	20.00	30.00	253.18	418.35	7.00	88.56	Length	Line T
N79*28'52"E	N2"47'40"W	N35'11'58"E	N17"13"17"E	N23'55'54"W	N3*56'53"E	N21'03'06"E	N20'34'07"E	N26'09'15"E	N4318'08"W	N56'37'55"E	N52'34'19"E	N47'44'32"E	N42'54'45"E	N51'34'12"W	N51'34'12"W	N51'34'12"W	S18'16'56"W	S61'06'48"E	S37"25"28"W	Direction	Table

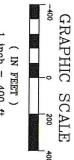
	Line To	Table
Line #	Length	Direction
L21	13.38	N85'43'41"E
L22	99.12	S88'01'30"E
L23	39.33	N79'28'52"E
L24	90.24	N70'22'59"E
L25	230.49	N67"21"28"E
L26	262.41	N85'54'57"E
L27	122.85	S74.33'01"E

Ī											C	
2	C10	C9	83	C7	66	C5	C4	C3	C2	Ω	Curve #	
155.68	111.71	30.57	10.14	808.36	251.74	194.65	22.45	250.30	22.45	197.10	Length	
180.00	370.00	192.50	46.50	1567.00	1333.00	1340.00	20.00	118.50	20.00	1420.00	Radius	C ₁
150.88	111.29	30.53	10.12	799.43	251.37	194.48	21.29	206.30	21.29	196.95	Chord	Curve Table
3.91,80.19N	N77"15"59"E	N74'55'56"E	N85'43'41"E	S33'03'39"W	S23.41,33."W	S3315'47"W	S5"15'37"W	S33'36'29"W	S61.57'21"W	S25'48'54"W	Bearing	
49"33"20"	17"17"56"	9*05'53"	12'29'38"	29"33"25"	10.49.14"	8'19'22"	64"19"42"	121'01'25"	64'19'41"	7'57'11"	Delta	

VICINITY MAP







1 inch = 400 ft.	(IN FEET)		0 200 400	RAPHIC SCALE	
		T			

Engineering & Land Surveying 127 BEN CASEY DRIVE, SUITE IN 1, FORT MILL SC	R. Joe Harris & Associates, Inc.		LANCASTER SC, 29721	PO BOX 1009	LANCASTER COUNTY WATER SEWER DISTRICT	SURVEYED FOR:	LANCASTER COUNTY, SOUTH CAROLINA	INDIAN LAND TOWNSHIP	TAXID#0020-00-008.00	OUTFALL EXTENSION EASEMENT MAP	SOUTH INDIAN LAND SEWER
(H	1				RICT		NA			T MAP	,,
SHEET OF	CHECKED BY	80	PREPARED BY	SCALE	1" = 400"	RJH & ASSOC	SURVEYED BY	1-28-19	JOB NO.	2802	-188