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CLERK OF COURT
LANCASTER, SC

STATE OF SOUTH CAROLINA)
) **ORDINANCE NO. 2020 - 1644**
COUNTY OF LANCASTER)

AN ORDINANCE

TO APPROVE AN AGREEMENT BETWEEN LANCASTER COUNTY AND DUKE ENERGY CAROLINAS, PROVIDING AN EASEMENT TO DUKE ENERGY CAROLINAS TO BE LOCATED ACROSS COUNTY OWNED PROPERTY AT 2074 PAGELAND HIGHWAY; 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 at 2074 Pageland Highway identified further as Tax Map No. 0069-00-076.00;
- (2) Duke Energy Carolinas (“Duke”) is the provider of electrical service to portions of Lancaster County and Duke proposes to install lines to serve the new Animal Shelter; and
- (3) it is the purpose of this ordinance to approve an agreement providing an easement to so that the Duke may serve the new Animal Shelter.

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

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

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

Section 3. Authority to act.

The Council Chair, the Clerk to Council, the County Administrator, the Deputy 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

Dated this 24th day of FEBRUARY, 2020.

LANCASTER COUNTY, SOUTH CAROLINA




Steve Harper, Chair, County Council



Larry Honeycutt, Secretary, County Council

ATTEST:



Sherrie Simpson, Clerk to Council

First Reading: January 27, 2020
Second Reading: February 10, 2020
Public Hearing: February 24, 2020
Third Reading: February 24, 2020

Approved as to form:



John DuBose, County Attorney

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Exhibit A to Ordinance No. 2020 - 1644

**Form of Easement Agreement
Lancaster County and Duke Energy Corporation
2074 Pageland Highway Easement**

See attached.

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Exhibit A

EASEMENT

Return To: Duke Energy Carolinas
Attn: Elliott Wallace
6325 Wilkinson Blvd.
Charlotte, NC 28214

SOUTH CAROLINA
LANCASTER COUNTY
Parcel reference: 0069-00-076.00

THIS EASEMENT ("Easement") is made this _____ day of _____, 2020 ("Effective Date"), from LANCASTER COUNTY ("GRANTOR", whether one or more), to Duke Energy Carolinas, LLC, a North Carolina limited liability company ("DEC"); its successors, licensees, and assigns.

WITNESSETH:

THAT GRANTOR, for and in consideration of the sum of ONE DOLLAR (\$1.00), the receipt and sufficiency of which are hereby acknowledged, does hereby grant unto DEC, its successors, licensees, and assigns, the perpetual right, privilege, and easement to go in and upon the land of GRANTOR situated in the City of Lancaster, described as follows: Bounded by the land owned by S C Portfolio Property LLC, aka Lancaster Convalescent Center on the West all in Lancaster South Carolina. (the "Property"), LESS AND EXCEPT any prior out-conveyances, and to construct, reconstruct, operate, patrol, maintain, inspect, repair, replace, relocate, add to, modify and remove electric and/or communication facilities thereon including but not limited to, supporting structures such as poles, cables, wires, underground conduits, enclosures/transformers, vaults and manholes and other appurtenant apparatus and equipment (the "Facilities") within an easement area being twenty (20) feet wide, together with an area ten (10) feet wide on all sides of the foundation of any DEC enclosure/transformer, vault or manhole (the "Easement Area"), for the purpose of transmitting and distributing electrical energy and for communication purposes of DEC and Incumbent Local Exchange Carriers. The centerline of the Facilities shall be the center line of the Easement Area.

The right, privilege and easement shall include the following rights granted to DEC: (a) ingress and egress over the Easement Area and over adjoining portions of the Property (using lanes, driveways and paved areas where practical as determined by DEC); (b) to relocate the Facilities and Easement Area on the Property to conform to any future highway or street relocation, widening or improvement; (c) to trim and keep clear from the Easement Area, now or at any time in the future, trees, limbs, undergrowth, structures or other obstructions, and to trim or clear dead, diseased, weak or leaning trees or limbs outside of the Easement Area which, in the opinion of DEC, might interfere with or fall upon the Facilities; and (d) all other rights and privileges reasonably necessary or convenient for DEC's safe, reliable and efficient installation, operation, and maintenance of the Facilities and for the enjoyment and use of the Easement Area for the purposes described herein.

Notwithstanding anything to the contrary above, it is understood and agreed that: (1) the EASEMENT herein granted is for facilities to be installed at any point where needed on the above-referenced land of GRANTOR and/or where needed to serve adjoining lands, portions of which facilities may be installed immediately, and other portions installed in the future as the need develops; and (2) said facilities shall be installed at locations mutually agreeable to the parties hereto.

TO HAVE AND TO HOLD said rights, privilege, and easement unto DEC, its successors licensees, and assigns, forever, and GRANTOR, for itself, its heirs, executors, administrators, successors, and assigns, covenants to and with DEC that GRANTOR is the lawful owner of the Property and the Easement Area in fee and has the right to convey said rights and Easement.

IN WITNESS WHEREOF, this EASEMENT has been executed under seal by GRANTOR and is effective as of the Effective Date herein.

Witnesses:

LANCASTER COUNTY

(Witness #1)

By: _____

(Witness #2)

Print: _____

Title: _____

SOUTH CAROLINA, _____ COUNTY

I, _____, a Notary Public of _____ County, South Carolina certify that _____, _____ (Title) of Lancaster County personally appeared before me this day and acknowledged the due execution of the foregoing EASEMENT as Member/Manager on behalf of the limited liability company.

Witness my hand and notarial seal, this _____ day of _____, 2020.



Notary Public

My commission expires: _____