

CITY OF SENECA

ORDINANCE NO. 2021-03

AN ORDINANCE TO APPROVE AN
INTERGOVERNMENTAL TRANSFER
AGREEMENT AND AN EASEMENT
AGREEMENT BETWEEN THE
CITY OF SENECA, SOUTH CAROLINA AND
OCONEE COUNTY, SOUTH CAROLINA

WHEREAS, the City of Seneca, South Carolina, ("City") is a body politic and corporate and a municipal corporation organized under the laws of the State of South Carolina; and

WHEREAS, Oconee County, South Carolina, ("County") is a body politic and corporate and a political subdivision of the State of South Carolina; and

WHEREAS, S.C. Code Ann. § 5-7-40 authorizes the City of Seneca to own real property within and outside of its corporate limits and further authorizes the City of Seneca to sell, convey, lease, or otherwise dispose of real property upon such terms and conditions as council deems advisable; and

WHEREAS, Section 4-9-30 of the South Carolina Code of Laws authorizes Oconee County to acquire interests in real and personal property; and

WHEREAS, the City of Seneca is the owner of real property consisting of approximately 88 +/- acres ("Property") as more fully described in the Intergovernmental Transfer Agreement ("Agreement") and its accompanying documents, which are attached as Exhibit A-1 hereto; and

WHEREAS, the City of Seneca is the owner of real property ("Easement Property") as more fully described in the Easement Agreement and its accompanying documents, which are attached as Exhibit A-2 hereto; and

WHEREAS, the City of Seneca desires to transfer its ownership interests in the Property to Oconee County, and Oconee County desires to accept ownership of the Property, all subject to the covenants, terms, and conditions set forth in the Agreement; and

WHEREAS, the City of Seneca desires to grant easement rights, for the purposes of a methane gas monitoring well, in the Easement Property to Oconee County, and Oconee County desires to accept the grant of easement rights, subject to the covenants, terms, and conditions set forth in the Easement Agreement; and

WHEREAS, City Council has determined that it is in the interests of the citizens and the City of Seneca to enter into the Agreement with Oconee County and transfer its ownership interest in the Property to Oconee County; and

WHEREAS, City Council has further determined that it is in the interests of the citizens and the City of Seneca to enter into the Easement Agreement with Oconee County and grant easement rights in the Easement Property to Oconee County.

NOW, THEREFORE, upon motion of City Council, and BY SENECA CITY COUNCIL, in Council duly assembled, and with a quorum present and voting, BE IT ORDAINED:

Section 1: *Agreements*. City Council hereby approves the transfer of the City of Seneca's ownership interests in the Property to Oconee County. City Council further approves the grant of easement rights in the Easement Property to Oconee County. City Council authorizes the proposed Agreement and Easement Agreement between the City of Seneca and Oconee County in substantially the same form as those which are attached as Exhibits A-1 and A-2 hereto. City Council further authorizes the Mayor or City Administrator of the City of Seneca to execute the agreements, as well as such other documents incidental thereto as may be necessary to achieve the purposes of the agreements, on behalf of the City.

Section 2: *Minor Modifications Allowed*: The City Administrator, in consultation with the City Attorney, may make or accept minor modifications to the wording and designations of the Agreement and Easement Agreement, and the exhibits thereto, as may be necessary or appropriate, provided there is no compromise of the substantive purposes of this Council action. Should the City Administrator or City Attorney, or both, determine that any modification of previously negotiated terms is significant and warrants further action by City Council, then the matter shall be presented to Council for further review before the final execution.

THIS ORDINANCE SHALL BE EFFECTIVE IMMEDIATELY UPON FINAL READING.

PROPOSED ORDINANCE APPROVED AS TO FORM this _____ day of _____, 2021.

R. BOATNER BOWMAN, City Attorney

APPROVED AND RATIFIED on First Reading this ____ day of _____, 2021 by a vote of

_____ YES _____ NO _____ ABSTAIN

APPROVED, RATIFIED and ADOPTED on Second and Final Reading this ____ day of _____, 2021 by a vote of

_____ YES _____ NO _____ ABSTAIN

_____, Clerk

Attest:

_____, Mayor

**STATE OF SOUTH CAROLINA)
COUNTY OF OCONEE)
INTERGOVERNMENTAL
TRANSFER AGREEMENT**

This Intergovernmental Transfer Agreement ("Agreement") is made and entered into as of this _____ day of _____, 2021 ("Effective Date") by and between the City of Seneca, a body politic and corporate and a political subdivision of the State of South Carolina ("City") and Oconee County, a body politic and corporate and a political subdivision of the State of South Carolina ("County").

WHEREAS, City and County entered into a Lease agreement (the "Lease"), effective July 1, 1990 and expiring June 30, 2020, a copy of which is attached hereto as Exhibit A;¹ and

WHEREAS, pursuant to the Lease, County was permitted to use certain City-owned property for solid waste disposal operations, subject to applicable local, state, and federal law; and

WHEREAS, subsequent to the execution of the Lease, additional property owned by City was incorporated into County's solid waste disposal operations, the entire property being collectively referred to herein as the "Property," which is more particularly described on Exhibit B, attached hereto and incorporated herein by reference; and

WHEREAS, Section 5-7-40 of the South Carolina Code of Laws authorizes City to transfer or otherwise dispose of interests in real and personal property; and

WHEREAS, Section 4-9-30 of the South Carolina Code of Laws authorizes County to acquire interests in real and personal property; and

WHEREAS, City desires to transfer its ownership interests in the Property to County, and County desires to accept ownership of the Property, all subject to the covenants, terms, and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt, adequacy, and legal sufficiency of which are hereby acknowledged, City and County, each a "Party" and collectively the "Parties," agree as follows:

AGREEMENT

1. Recitals. The above recitals are true and correct and are incorporated herein by this reference.
2. Transfer of the Property. Upon the terms and conditions hereinafter described, City shall convey and County shall accept the Property, which shall include: all easements, if any, benefiting the Property; all timber, mineral, landscaping, foliage, tenements, hereditaments, privileges, rights and appurtenances pertaining to the Property; all buildings

¹ The Lease was effectively extended by that certain Continued Operation and Use Agreement, effective as of July 1, 2020.

and improvements located on the Property; and, any licenses, permits, authorizations, consents, waivers, and approvals pertaining to the Property.

3. Purchase Price. The purchase price for the Property shall be the sum of Ten and 00/100 (\$10.00) Dollars, to be paid at the time of the closing of this transaction, as hereinafter provided.
4. Conveyance by General Warranty Deed. City shall transfer the Property by means of a general warranty deed, conveying fee simple title to the Property free and clear of all liens and encumbrances, except for such matters as are acceptable to County.
5. Inspection Period. County shall have until 5:00 o'clock p.m. (Eastern Time Zone) on the day which is ninety (90) days after the Effective Date of this Agreement (the "Inspection Period") to make whatever investigations or inspections, including as to matters of title, and to conduct whatever activities it determines necessary with regard to the Property and the transaction contemplated by this Agreement. County shall have reasonable access to Property for purposes of same. County may, at its sole discretion and for any reason or no reason, after such investigations, inspections, and activities, terminate this Agreement provided that County provides written notice of such termination to City prior to expiration of the Inspection Period. In the event County so terminates this Agreement, the Parties shall have no further obligation to one another except for any applicable obligations that expressly, or as implied by their terms, survive termination or expiration of this Agreement.
6. Closing Costs. Except as otherwise expressly provided herein, City shall pay all charges and costs of closing customarily paid by sellers in the State of South Carolina, and County shall pay, on the date of closing, the cost of a title commitment and related policy premium, if any, all recording costs, and the cost of any inspections, and other charges and costs of closing customarily paid by purchasers in the State of South Carolina. Each Party shall pay its own attorneys' fees.
7. Proration of Taxes. Ad valorem property taxes shall be prorated between the Parties as of the date of closing. City represents that all ad valorem real property taxes, to the extent levied, except for taxes not yet due and payable, have been paid in full.
8. Closing. This transaction shall close on a date agreeable to the Parties but not later than 5:00 p.m. (Eastern Time Zone) on a date which is ninety (90) days after the Effective Date.
9. City's Deliverables. City shall, to the extent the same have not previously been provided, provide to County, no later than fifteen (15) days after the Effective Date, the latest copies of any currently existing (a) surveys, (b) environmental reports, (c) Property condition reports, and (d) any other pertinent documents within City's possession.
10. Possession. Possession of the Property shall be delivered to County at closing.

11. City's Representations and Warranties. City represents and warrants to County as follows:

- a. Status. It is a body politic and corporate and a political subdivision of the State of South Carolina.
- b. Authority. This Agreement constitutes a legal, valid, and binding obligation of City and is enforceable against City in accordance with its terms. The execution and delivery of this Agreement, and City's performance under this Agreement, are within City's powers and have been duly authorized. Any person executing this Agreement on behalf of City has the authority so to act.
- c. Third parties. No consent, approval, or authorization of any third party is required in connection with the valid execution of this Agreement or to permit the consummation of the transaction contemplated hereby, and the execution, delivery and performance of this Agreement by City will not result in a breach of, or constitute a default under, any instrument or agreement to which City is bound.
- d. Litigation. There is no claim, action, suit, or proceeding pending, or, to the knowledge of City, threatened, before any court, arbitrator, or administrative governmental body which could adversely affect any action taken or to be taken by City pursuant to this Agreement, or which could adversely affect City's ability to consummate the transactions contemplated by this Agreement.
- e. Contracts. Other than this Agreement, there are no existing contracts for the sale, exchange, or transfer of the Property or any portion thereof.
- f. Condemnation. To the best of City's knowledge, there are no pending condemnation proceedings affecting all or any part of the Property, and to the best of City's knowledge, no such proceedings are contemplated or have been threatened.
- g. Zoning/Violations. To the best of City's knowledge, there is not now pending nor is there any proposed or threatened proceeding for the rezoning of the Property or any portion thereof. City has no knowledge of nor has it received any written notice from any governmental or other authority, that any zoning, subdivision, environmental, hazardous waste, building code, health, fire, safety or other law, order, ordinance, or regulation is violated by the continued maintenance, operation, or use of the Property, including, without limitation, any improvements located thereon.
- h. Cooperation. City will cooperate fully with County in gathering information for and preparing and filing all notices, applications, reports, and other documents which are required by any law, rule, regulation, or order in connection with County's intended use of the Property.
- i. Further Assurances. Following closing, City shall execute and deliver such additional documents, instruments, conveyances, and assurances and take such further actions as may be reasonably required to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement.

The foregoing representations and warranties shall be true and correct in all respects as of the date of closing.

12. County's Representations and Warranties. County represents and warrants to City as

follows:

- a. Status. It is a body politic and corporate and a political subdivision of the State of South Carolina.
- b. Authority. This Agreement constitutes a legal, valid, and binding obligation of County and is enforceable against County in accordance with its terms. The execution and delivery of this Agreement, and County's performance under this Agreement, are within County's powers and have been duly authorized. Any person executing this Agreement on behalf of County has the authority so to act.
- c. Third parties. No consent, approval, or authorization of any third party is required in connection with the valid execution of this Agreement or to permit the consummation of the transaction contemplated hereby, and the execution, delivery and performance of this Agreement by County will not result in a breach of, or constitute a default under, any instrument or agreement to which County is bound.
- d. Litigation. There is no claim, action, suit, or proceeding pending, or, to the knowledge of County, threatened, before any court, arbitrator, or administrative governmental body which could adversely affect any action taken or to be taken by County pursuant to this Agreement, or which could adversely affect County's ability to consummate the transactions contemplated by this Agreement.
- e. Cooperation. County will cooperate fully with City in gathering information for and preparing and filing all notices, applications, reports, and other documents which are required by any law, rule, regulation, or order in connection with City's transfer of Property to County.

The foregoing representations and warranties shall be true and correct in all respects as of the date of closing.

13. Realtor / Broker. City and County each represent and warrant that they have not employed or in any way contracted with a realtor for the sale of the Property and have no knowledge of any co-broker agreements for this transaction.
14. Breach / Remedies. In the event of a material breach of this Agreement, the non-breaching Party may pursue any remedy available to it at law or in equity.
15. Use. County intends to use the Property as a solid waste disposal facility ("Facility"), consistent with local, state, and federal law. During such times as County continues to operate the Facility, City shall be permitted to dispose of solid waste without charge or cost to City. County shall only be obliged to accept solid waste from City at no charge to the extent City's disposal is consistent with the nature of the Facility's operations at the time of disposal.
16. Liability. Neither Party assumes any liability, debt, or obligation resulting from any act or omission of the other Party in relation to the Property, or the use thereof, occurring either before the Lease, during the Lease, or after the transfer of the Property as contemplated herein.
17. Relationship of the Parties. Nothing herein shall be construed to create a joint venture or

partnership between the Parties or an employer/employee or agency relationship. Neither Party shall have any express or implied right or authority to assume or create any obligations on behalf of or in the name of the other Party or to bind the other Party to any contract, agreement, or undertaking with any third party.

18. Invalid Provision. The invalidity of any provision of this Agreement shall not impair the validity of any other provision. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable, that provision will be deemed severable, and the Agreement may be enforced with that provision severed or as modified by the court.
19. Notices. All notices or communications required or permitted to be given hereunder shall be deemed given when sent by facsimile with confirmed receipt, or by electronic transmission upon confirmation of receipt, or when personally delivered, or on the third succeeding business day after being mailed by registered or certified mail, return receipt requested, to the appropriate Party at its address set forth below, or at such other address as shall be specified by notice given hereunder. Rejection of a notice, or other refusal to accept a notice, or inability to deliver a notice because of changed address, facsimile number, or e-mail address of which no notice was given, shall be deemed receipt of such notice.

As to City:

City of Seneca, South Carolina
Attention: City Administrator
221 East North First Street
Seneca, South Carolina 29679
Fax:
Email: smoulder@seneca.sc.us

As to County:

Oconee County, South Carolina
Attention: County Administrator
415 S. Pine Street
Walhalla, South Carolina 29691
Fax: 864.638.4246
Email: abrock@oconeesc.com

20. Business days. In the event any date for either City or County to perform any act or provide notice falls on a Saturday, Sunday, or federally recognized holiday, then the date to perform such action or give notice shall be extended to the first day following such date which is not a Saturday, Sunday, or holiday.
21. Force Majeure. If a Party is delayed at any time in the performance of a duty or obligation contained in this Agreement due to extraordinary weather conditions, flooding, tornados, hurricanes (or the threat of a hurricane that requires evacuation), fire, or other unavoidable

casualties, earthquakes, riots, acts of terrorism, a state of emergency, or other events or conditions beyond the reasonable control of the Party (a "Force Majeure Event"), which reasonably justifies the delay and which, in fact, delays such Party in discharging its obligations hereunder, then the respective time period shall be extended for such reasonable period of time equal to the delay caused by the Force Majeure Event.

22. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Parties.
23. Entire Agreement. This Agreement represents the entire understanding of the Parties with respect to the subject matter hereof and merges all prior negotiations and agreements concerning the purchase and sale of the Property. All amendments hereto must be in writing and signed by all Parties.
24. Counterparts. This Agreement may be executed in multiple original, photocopied, telecopied, or electronic counterparts, each of which will be deemed an original, and it is understood and agreed that this Agreement shall be binding upon the Parties upon completion of execution by both Parties and delivery of fully executed counterparts to each.
25. Governing Law. This Agreement shall be governed, construed and interpreted pursuant to the laws of the State of South Carolina.
26. Time of Essence. Time is of the essence in the performance of the Parties' obligations herein.
27. Amendment and Modification. This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each Party hereto.

Signatures on Following Page

IN WITNESS WHEREOF, the undersigned City and County have executed this Agreement.

City of Seneca, South Carolina

By: _____
Name: _____
Title: _____

Witness

Oconee County, South Carolina

By: _____
Name: _____
Title: _____

Witness

EXHIBIT A

[see attached]

EXHIBIT B

[see attached]

CITY OF SOUTH CAROLINA)
CITY OF OCONEE)

L E A S E

THIS AGREEMENT made and entered into this 1st day of July, 1990, by and between the CITY OF SENECA, hereinafter referred to as the Lessor, and OCONEE COUNTY, hereinafter referred to as the Lessee,

WITNESSETH:

I

For and in consideration of the annual rental of ONE AND NO/100 (\$1.00) DOLLAR per year and the mutual promises and covenants herein contained, the Lessor does hereby agree to lease and demise to the Lessee, and the Lessee agrees to rent from the Lessor for a term of thirty (30) years, that is, beginning on the 1st day of July, 1990, and ending on the 30th day of June, 2020, the within described premises, for the uses and specific purposes and under the terms and conditions hereinafter provided, to wit:

All that certain piece, parcel or tract of land lying and being situate in the State of South Carolina, County of Oconee, in the Seneca School District containing fifty (50) acres, more or less, and being all that portion of the property of the Lessor situate in the Hardyville Community used by the Lessor and designated by it as a solid waste disposal area.

II

The Lessee, Oconee County, as additional consideration for the Lease and demise of the within described premises, hereby covenants and agrees with Lessor, City of Seneca, as follows:

witness:

Recorded this 30 day of Sept, A.D., 19 91
Vol. 669 Page 26 and certified

Sallie C. Smith

C.C.O.P.G.S.

Oconee County, S.C.

FILED FOR RECORD
OCONEE COUNTY
S.C.
SEP 30 3 43 PM '91

) That during the continuance of the term herein created, Lessee shall be in charge and control of the premises and shall employ the same solely for an area to dispose of solid waste according and subject to the regulations of the South Carolina State Board of Health, the South Carolina Board of Pollution Control and any other Federal or State regulatory agencies regulating such facilities.

(2) That the Lessee will employ a sanitary land-fill method of disposal of solid waste materials collected by the Lessee, brought on the premises by residents of Oconee County and/or by the City of Seneca or its designated assignee or assignees. Notwithstanding any regulations or rules adopted by the Lessee or any agency thereof concerning the disposal of solid waste materials on the premises, the Lessee agrees to take, receive and dispose of solid waste material from the City of Seneca or its designated assignee without charge or cost to the City or such assignee.

(3) The Lessee agrees, at its own expense, to provide the necessary labor, equipment and supplies to operate a sanitary land-fill within the rules and regulations as are now promulgated or as may be promulgated during the continuance of these presents by all interested and appropriate state and federal regulatory agencies. The failure of the Lessee to properly operate and maintain the premises under the rules and regulations of any such agencies and in a satisfactory manner to the representatives thereof shall constitute a breach of the terms and conditions of

this Lease and shall give the City the right and option to cancel the same upon failure of the Lessee to correct such deficiencies within twenty (20) days after receipt of notice thereof from the City or an appropriate regulatory agency.

(4) The Lessee agrees further that the sanitary land-fill procedures recommended by State and Federal agencies to enable the prolonged use and full enjoyment of the premises as a sanitary land-fill will be observed, and further the Lessee agrees to erect such necessary fences and other control devices to regulate the use of such facilities by the general public or by private waste collectors so as to prevent the premises from becoming a public or a private nuisance.

(5) The Lessee agrees to present to the City a restoration plan six (6) months prior to the termination or close-out of the land-fill operation whichever occurs first. The County agrees to implement and successfully complete implementation of the plan as submitted by the County and approved by the City prior to the County removing such equipment necessary to perform the operations. The Lessee agrees to comply with the rules and regulations of the South Carolina State Board of Health and South Carolina Soil Conservation Agency in regards to their requirements as it relates to the closing out of a sanitary land-fill operations.

(6) The Lessee agrees to save harmless and protect the City of Seneca from any and all claims arising out of the use of the premises as a sanitary land-fill by the Lessee, including but not

limited to claims for damage to persons or property, or actions based upon the theory of public or private nuisances.

III

The Lessor, City of Seneca, for itself, its successors and assigns, hereby agrees with the Lessee as follows, to wit:

(1) To allow the Lessee to promulgate rules and regulations concerning the operation of a sanitary land-fill upon the premises, regulating its use by the general public and by private contractors, PROVIDED HOWEVER, that in no event shall any charge be made by Lessee to the City of Seneca or its assignees for the use of the premises.

(2) That it will notify the Lessee of any breach of the terms of this Agreement and will allow the Lessee twenty (20) days in which to correct such breach prior to retaking the premises under the terms hereof.

(3) That it will allow the Lessee, upon termination or expiration of this Lease, to remove any of the Lessee's equipment therefrom, PROVIDED NEVERTHELESS, that upon surrender of the premises by the Lessee, the same be left in a good and orderly condition and manner, and all necessary waste disposal to the time of surrender thereof shall have been accomplished and completed within the rules and regulations of the South Carolina State Board of Health or other regulatory agencies.

(4) That during the term of this Lease, Lessor hereby transfers, gives, conveys and assigns to Lessee all right, title and interest which it presently has or may hereafter acquire in

or to the landfill gas presently located or which may hereafter be located in or on the premises and specifically grants unto the Lessee the right to mine, produce and process or cause to be mined, produced and processed any and all landfill gas in or on the premises and to solely receive all rent and royalties accruing therefrom.

IV

(1) All parties agree that the use of this property by the County is not transferrable to any other government agency or private individuals during the term of this agreement without the consent of the governing body for the City of Seneca except, however, County may sublease the property for exploration, mining and processing of landfill gas to Cargan Resources, Inc. and/or other corporations engaged in the exploration, mining, production and processing of same.

TO ALL OF WHICH, the parties have heretofore agreed, and in witness whereof, have hereunto placed their hands and affixed their seals, by their officers and agents authorized to do so, this day and date first above written.

Signed, Sealed and Delivered
in the Presence of:

Tommy D. Hiest
4 Newby Manor
Jewel + McJunkin

Opal O. Green
~~Ally C. Cowan~~

CITY OF SENECA, Lessor (SEAL)

BY [Signature]
MAYOR

ATTEST: Walter R. Smith
CLERK

OCONEE COUNTY, Lessee (SEAL)

BY: Veronica L. Linn
SUPERVISOR-CHAIRMAN, OCONEE
COUNTY

STATE OF SOUTH CAROLINA)
)
 COUNTY OF OCONEE)

Personally appeared before me the undersigned witness and made oath that (s)he saw the within named City of Seneca by its Mayor and Clerk sign, seal and as its act and deed, deliver the within written instrument for the uses and purposes mentioned therein, and that (s)he with the other witness subscribed above, witnessed the execution thereof.

Tommy E. Grant
H. DeWitt Martin

SWORN to before me this 25th
 day of September, 1991.

James McJunkin
 NOTARY PUBLIC FOR SOUTH CAROLINA
 MY COMMISSION EXPIRES: 3-27-2000

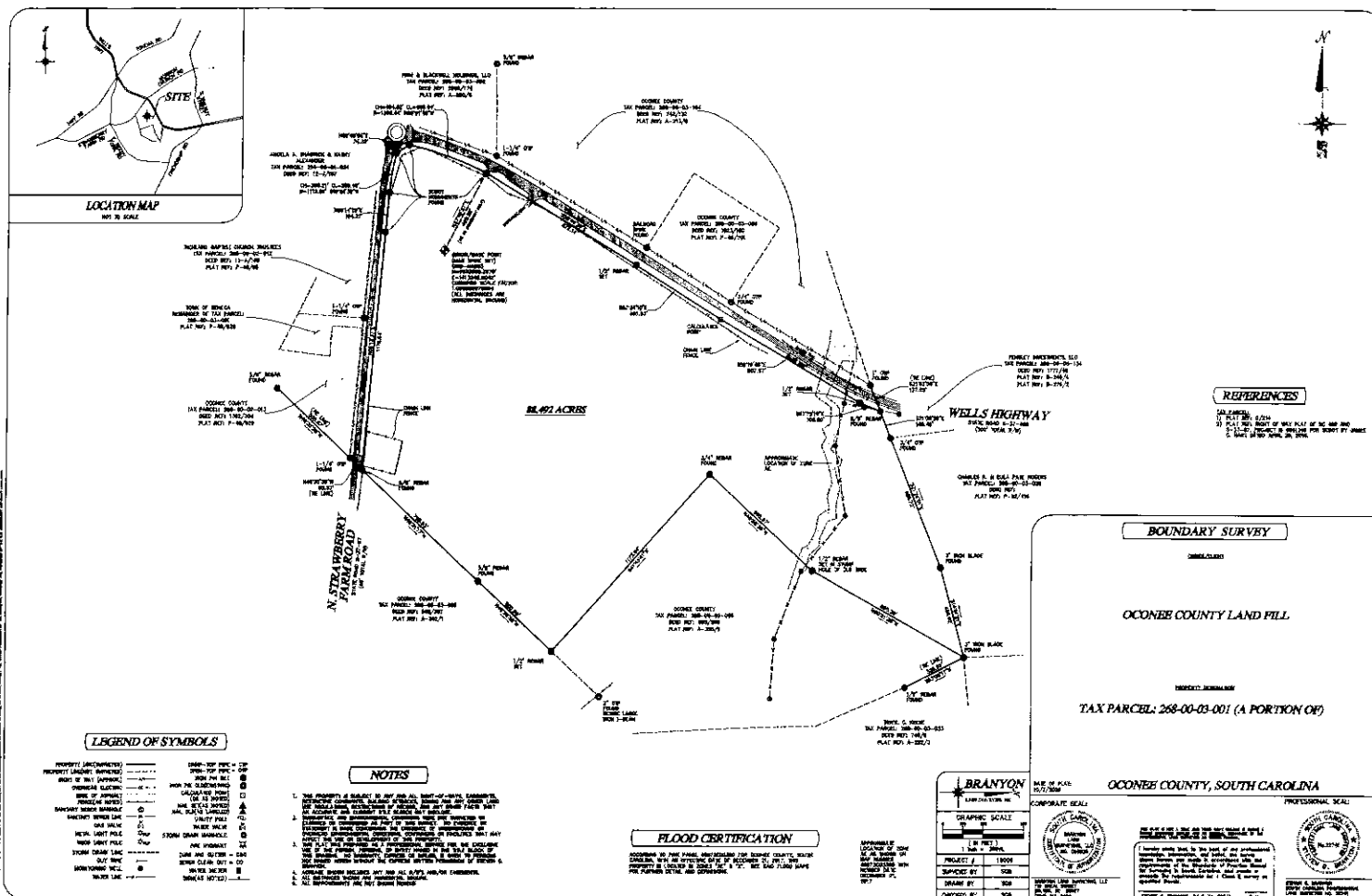
STATE OF SOUTH CAROLINA)
)
 COUNTY OF OCONEE)

Personally appeared before me the undersigned witness and made oath that (s)he saw the within named Oconee County by its Supervisor-Chairman sign, seal and as its act and deed, deliver the within written instrument for the uses and purposes mentioned therein, and that (s)he with the other witness subscribed above, witnessed the execution thereof.

April O. Green

SWORN to before me this 26th
 day of September, 1991.

Arthur C. Brown
 NOTARY PUBLIC FOR SOUTH CAROLINA
 MY COMMISSION EXPIRES: 08/28/2000



STATE OF SOUTH CAROLINA)
)
COUNTY OF OCONEE)

EASEMENT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS that on this ____ day of _____, 2021, the City of Seneca, a municipal corporation in the State of South Carolina (“Grantor”), in consideration of these premises, does hereby grant and convey unto Oconee County, a body politic and corporate and a political subdivision of the State of South Carolina (“Grantee”), its successors and assigns, easement rights in the property described on Exhibit A, attached hereto and incorporated herein by reference, as a “40’ Access Easement for Monitoring Well” (the “Easement Premises”), lying and being situate in the County of Oconee and State of South Carolina, and running across lands of Grantor as also shown on Exhibit A (“Grantor’s Property”).

1. The easement rights acquired hereby shall be perpetual, unless abandoned by Grantee for a period of one year; shall run with the land; and shall include access to each and all of Grantee's appurtenances and facilities located within the Easement Premises. This easement shall be binding upon Grantor, its successors and assigns and shall inure to the benefit of Grantee, its successors and assigns, and does convey to Grantee, its successors and assigns, the following rights:
 - (a) To enter upon and use the Easement Premises to construct, maintain, and operate a methane gas monitoring well and any other adjuncts deemed necessary by Grantee for purposes related to tracking methane concentrations, including additional monitoring wells as necessary (collectively "Facilities"), and to make such relocations, renewals, substitutions, changes, replacements, and additions to the Facilities as are necessary to effect the purposes hereof. Grantee agrees that in locating or relocating and installing its Facilities, it will endeavor to cause the least amount of reasonable interference to Grantor's use of its property.
 - (b) To keep cut away and clear of the Facilities any trees, shrubberies, and the like, which may reasonably be expected to endanger or injure the Facilities, or to interfere in their proper operation or maintenance.
 - (c) To have ingress and egress to and from the Easement Premises over and across other areas of Grantor's Property, as necessary and reasonable.
2. Subject to the "Limitations" below, Grantor reserves the right to use the Easement Premises in any manner that is consistent with the rights herein conveyed to Grantee.

Limitations:

 - (a) Grantor shall not damage or cause to be damaged any of the Facilities.
 - (b) No roads, pipes or other underground lines, ponds or lakes, ornamental shrubs, bushes, or trees shall be constructed within the Easement Premises without first obtaining the prior written consent of Grantee, which consent shall not be unreasonably withheld.
 - (c) Grantor shall not excavate or fill within the Easement Premises or cause a material change in the topographical features of the Easement Premises as it exists on the date of this agreement without first obtaining the prior written consent of Grantee, which consent

shall not be unreasonably withheld. Any street, road, drive, or right-of-way constructed by the Grantor over, through, or across the Easement Premises shall be done at the peril of the Grantor, with the understanding that Grantee shall not be responsible for any damage done to any such street, road, or drive should it become absolutely necessary to disturb the same to effect relocations, changes, renewals, substitutions, replacements, use, or maintenance of the Facilities.

- (d) Grantor shall not place, cause to be placed, or allow within the Easement Premises any substantial amount of debris, material, obstruction, or impediment without first obtaining the prior written consent of Grantee, which consent shall not be unreasonably withheld, and shall not do or cause to be done any act upon the Easement Premises which will impede or unreasonably interfere with Grantee's use of same.

3. Grantee agrees to be responsible for the repair, restoration, or replacement of Grantor's Property as follows:

- (a) To replace and restore landscaping, ornamental shrubs, bushes, or trees located within Grantor's Property (including the Easement Premises), which were destroyed or damaged during the construction and/or maintenance of the Facilities.

- (b) To repair or replace within Grantor's Property (including the Easement Premises) driveways, fences, sidewalks, curbing, and parking areas disturbed or damaged during construction or maintenance of the Facilities.

- (c) Upon completion of construction or completion of any subsequent maintenance, change, or relocation of the Facilities, Grantee shall cause the area within Grantor's Property (including the Easement Premises), which was disturbed by such activity, to be restored.

4. The failure of the Grantee or Grantor to exercise any rights granted herein shall not be construed as a waiver or abandonment of such rights thereafter at any time, and Grantee and Grantor reserve the right to, from time-to-time, exercise any and all rights reserved.

5. All Facilities shall remain the property of Grantee, its successors and assigns.

6. Any rights to the Easement Premises not specifically granted to Grantee herein are reserved to Grantor.

SIGNATURES ON FOLLOWING PAGE

TO HAVE AND TO HOLD the aforesaid rights, privileges and easement unto Grantee, its successors and assigns.

SIGNED, sealed and delivered

In the presence of:

THE CITY OF SENECA, SOUTH CAROLINA

First Witness

By: _____(SEAL)

Second Witness

Its: _____

STATE OF SOUTH CAROLINA)
)
COUNTY OF OCONEE)

ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me this _____ day of _____, 2021,
by _____, the _____ of the City of Seneca, South Carolina, a
municipal corporation of South Carolina.

Notary Public for _____

My commission expires: _____

(SEAL)

SIGNED, sealed and delivered

In the presence of:

OCONEE COUNTY, SOUTH CAROLINA

First Witness

By: _____ (SEAL)

Its: _____

Second Witness

STATE OF SOUTH CAROLINA)
)
COUNTY OF OCONEE)

ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me this _____ day of _____, 2021,
by _____, the _____ of Oconee County, South Carolina, a body
politic and corporate and a political subdivision of the State of South Carolina.

Notary Public for _____

My commission expires: _____

(SEAL)

