

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE

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|

DECLARATION OF ANNEXATION
COVENANT

THIS DECLARATION OF ANNEXATION COVENANT for

_____,
Tax Map Parcel/Property Identification Number(s): _____

is made this _____ day of _____, 20 _____ between:

- A corporation, incorporated under the laws of the State of _____ and organized under the name of _____. The signature below is that of an authorized agent of the corporation with full and complete powers to bind the corporation to this agreement.

- A general or limited partnership, limited liability company or limited liability partnership under the laws of the State of _____ and operating under the name of _____. The signature below is that of an authorized agent of the company or partnership with full and complete powers to bind the same to this agreement.

- Individual(s) having ownership of the property as described above in fee simple, life estate, or in any other designation as set forth in the Code of Laws of the State of South Carolina 1976, as amended and/or as set forth through judicial interpretation in South Carolina property case law.

Hereinafter known and referred to as "Owner", and the City of Westminster, South Carolina hereinafter known and referred to as "City".

WITNESSETH:

WHEREAS, the Subject Property set forth in Exhibit A, belonging to the undersigned property owner is located outside the City's corporate limits;

WHEREAS, the Subject Property is located in an area in which annexation to the City is or may become appropriate;

WHEREAS, the Owner specifically agrees that he will sign any and every annexation petition which relates to the Subject Property when presented with such petition;

WHEREAS, the Owner will inform any subsequent owner of the Subject Property that the obligations created hereunder continue and run with the land; and

WHEREAS, the Owner hereby expressly imposes a **RESTRICTIVE COVENANT** upon the Subject Property as set forth herein.

NOW, THEREFORE, in consideration of the foregoing and the promises, undertakings, and mutual agreements contained herein, the Owner and the City covenant and agree as follows:

1. **Recitals Incorporated.** The above recitals are hereby incorporated in and made a part of this Agreement as fully as if set forth verbatim herein. These recitals are true and correct, and the parties are bound thereby. By signing this Agreement, Owner and City acknowledge reading, understanding and agreeing to all of these recitals.

2. **Covenants by Owner.** The Owner makes the following covenants, warranties, agreements and representations, each of which shall be deemed material to this Agreement:

- A. Owner covenants and agrees that he will sign any and every annexation petition which relates to the Subject Property ("Annexation Petition") immediately upon presentment of such petition. As used in this Agreement, an Annexation Petition shall be construed to relate to the Subject Property if the property to be annexed pursuant to and described in the petition includes the Subject Property or any portion thereof. Owner acknowledges that a purpose of this Agreement is to ensure, as a material benefit and consideration to the City, Owner's full and complete cooperation with any effort to annex the Subject Property; and Owner agrees, that upon request by the City, Owner will do, execute, acknowledge and deliver, all such

further acts, agreements, and assurances as may be requested and reasonably necessary for the full completion and consummation of the purpose contemplated herein. These further acts shall specifically include but are not limited to, signing successive Annexation Petitions, in the event prior annexation efforts are unsuccessful. Owner warrants and covenants that Owner has not and will not subdivide or otherwise manipulate the Subject Property, or other property owned or previously owned by Owner, to hinder or impede the City's ability to annex the Subject Property.

- B. Owner agrees that the obligations contained in this Agreement shall continue in full force and effect until the Subject Property, in its entirety, has been successfully annexed into and continuously lies within the corporate limits of the City.
- C. Owner covenants and warrants that he is the sole owner in fee simple absolute of the Subject Property. Further, Owner covenants and warrants that he will not transfer, alienate, devise, encumber, or otherwise affect title to the Subject Property for a period of ten days from the date of this Agreement, which will allow the City time to have this Agreement and plat recorded in the Office of the Register of Deeds for Oconee County, South Carolina. Owner will inform any subsequent owner of the Subject Property or any part thereof, that the obligations contained in this Agreement continue and run with the land.

Restrictive Covenant. The Owner hereby imposes upon the Subject Property a **RESTRICTIVE COVENANT** requiring that future owners of the Subject Property or any part thereof, be bound by the same terms, conditions and covenants as are set forth in this Agreement. This Restrictive Covenant shall continue in full force and effect until the Subject Property, in its entirety, has been successfully annexed into and lies continuously within the municipal limits of the City. Any and every future owner of the Subject Property, or any part thereof, is bound by the terms contained in this Agreement by acceptance of a deed to Subject Property or any part thereof.

Recordation of Plat. The Owner hereby expressly agrees and directs that this Agreement and any plat referenced herein be recorded in the real estate records in the Office of the Register of Deeds for the County of Oconee, State of South Carolina, so as to give record notice to any future prospective purchaser that this Agreement is an obligation upon the land and runs with the land.

Description of Property. This Agreement and **RESTRICTIVE COVENANT** applies to the property of the Owner as is more fully described in the attached Exhibit “A” (the “Subject Property”).

Grant of Power of Attorney. In the event the Owner fails to meet the obligations imposed herein and does not sign any Annexation Petition upon request, Owner hereby irrevocably appoints the City Administrator of the City of Westminster, Attorney in Fact for Owner of Subject Property with full power to sign any Annexation Petition when requested by the City.

Default Remedies. The failure of any person or entity having any right, title or interest in the Subject Property, or any portion thereof, including the Owner and his respective heirs, successors, successors in title and assigns or the City, to bring an action to enforce this Covenant, shall not operate as a waiver of the right to do so for any later subsequent violations or the right to enforce any other part of this Covenant at any future time. The failure of any person or entity having any right, title or interest in the Subject Property, or any portion thereof, including the Owner and his respective heirs, successors, successors in title and assigns or the City to exercise or to delay in exercising any right or remedy available hereunder or at law or in equity shall not operate as a waiver. Notice of default or violation shall not be deemed as a condition precedent to the exercise of any right or remedy available hereunder or at law or in equity. Should any person or entity having any right, title or interest in the Subject Property, or any portion thereof, including the Owner and their respective heirs, successors, successors in title and assigns or the City fail to bring an action for enforcement of this Covenant or seek any other remedy allowed at law or in equity such shall not create any liability for the recovery of damages for the failure to so act.

Remedies Cumulative. Every right and remedy provided in this Agreement is distinct from and cumulative to every other right or remedy under this Agreement or available at law or in equity. The provision of certain rights and remedies in this Agreement does not abrogate, limit or affect any rights or remedies as provided by law or in equity. Every right and remedy may be exercised concurrently, independently or successively.

Exhibits Incorporated by Reference. All exhibits referenced in this Agreement are incorporated herein as integral parts of this Agreement and shall be considered reiterated herein as fully as if such provisions had been set forth verbatim in this Agreement.

Copies. A photostatic or other reproduction of this document shall be as effective, valid and conclusive as the original.

Warranty. Owner warrants that he is the owner of the within Subject Property and has the authority to execute this Covenant.

Entire Agreement. The parties acknowledge that no representations or inducements have been made other than those expressed herein; and that this Agreement supersedes any and all prior memoranda, correspondence, conversations, negotiations and agreements pertaining to the matters herein expressed.

Modification. The terms of this Agreement may be modified in whole or in part only by a written instrument signed by Owner and the City. Any oral agreement to modify this Agreement shall be void and of no force and effect.

Captions. The captions and headings of the Paragraphs of this Agreement are for convenience only and may not be used to interpret or define the provisions of this Agreement.

No Waiver. No waiver of a breach of any of the covenants or promises of this Agreement shall be construed as a waiver of any succeeding breach of the same or other covenant or promise.

Severability. In the event, that any provision or clause of this Agreement conflicts with any applicable law, the other provisions of this Agreement shall be given effect as fully as possible without the conflicting provision, and to this end the provisions of this Agreement are declared to be severable.

References Herein. Wherever appropriate, all words herein in the male gender shall be deemed to include the female or neuter gender, all singular words shall include the plural, and all plural words shall include the singular.

Attorneys Fees. In the event the Owner defaults on any of his obligations hereunder, the City shall be entitled to recover the costs and attorneys' fees incurred by the City in the enforcement of any provision contained herein.

Successors and Assigns. The covenants and agreements contained in this Agreement and the obligations created hereunder shall endure to the benefit of and be binding on the City, Owner and all heirs, successors and assigns of Owner to the Subject Property, or any part thereof.

Governing Law and Forum. The validity, construction and effect of this Agreement shall be governed by the laws of the State of South Carolina, and the parties hereby consent to the exclusive jurisdiction of the courts of the State of South Carolina for resolution of any dispute arising hereunder. Venue shall be vested solely in Oconee County, South Carolina.

Sealed Instrument. The Owner agrees that by signing below he intends to place his hands and seals upon this Agreement and that this Agreement shall be considered in every respect to be a sealed instrument.

Effective Date. This Agreement shall be effective upon the date of the last party affixing his signature.

Exhibit A

Legally Described as:

Locally known as: _____

The same bearing TMP#/PIN: _____

WITNESSES:

OWNER(S):

Name of Owner

Signature of Owner

Name of Owner

Signature of Owner

Name of Owner

Signature of Owner

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me
this _____ day of _____, 20 _____, by the Owner(s) named
above.

SWORN to and subscribed before me

this _____ day of _____, 20 _____ .

Notary Public for _____

My Commission Expires: _____