

**CITY OF WESTMINSTER REGULARLY SCHEDULED MEETING**

**Thursday, June 16, 2022 @ 6:00 PM**

**Westminster Fire Department**

**216 Emergency Lane**

**\*AMENDED AGENDA\***

Call to Order

Invocation & Pledge of Allegiance

Certification of Quorum

Public Comments:

The floor is now open for public comments. Citizens of Westminster or others who have registered for time with the Clerk can now address Council for any matters on tonight's agenda or other matters you wish to bring before the Council. Speakers are allowed up to 3 minutes and possibly longer if that Speaker is recognized in advance as representing a larger group with similar concerns. In order to preserve the decorum of this public meeting, and to allow adequate time for discussion among the elected membership of City Council, this will be the only time we will receive unsolicited comments tonight from the public.

Comments from the Mayor and Council

**Old Business**

1. Discuss Hospitality Tax Grant Requests and Consider Appropriations related thereto to be incorporated into Ordinance 2022-06-14-001
2. Second Reading of Ordinance 2022-06-14-001 – an Ordinance making appropriations for certain expenses, capital improvements and indebtedness of the City of Westminster, South Carolina for the year beginning July 1, 2022 and ending June 30, 2023
3. Second Reading of Ordinance 2022-06-14-02 – an Ordinance to adopt the Westminster Comprehensive Plan Update to the 2017 Comprehensive Plan – as amended and adopt the Future Land Use Map
4. Second Reading of Ordinance 2022-06-14-07 – an Ordinance annexing property under 100% annexation method and assigning zoning classification; and other matters related thereto - 704 Westminster Hwy., Westminster, SC Map # 235-00-02-079 Land Use Designation of Low Density Residential, Zoning Designation of R25 (Residential) and Planning Commission Assessment
5. Discuss Independent Accountant's Report on Applying Agree-Upon Procedures for the Automated Metering Infrastructure (AMI) revenue and expenses – Discussion item at the request of Councilmember Mefleh

**New Business**

6. First Reading of an Ordinance 2022-08-09-01- an Ordinance of agreement for the transfer of water line by and between Pioneer Water District of Oconee and Anderson Counties and the City of Westminster in the amount of \$71,500.00
7. Resolution 2022-06-16-01 To Adopt a System of Special Event Permitting, Provide for Off-Duty Staffing, and other matters related thereto.
8. Resolution 2022-06-16-02 Of Intent to Participate in the South Carolina Municipal Insurance and Risk Financing Fund

9. Resolution 2022-06-16-03 To Amend the City of Westminster Commercial Building Improvement Grant Program, Application and Agreement
10. Consideration to appoint a committee for the design and construction of Hall Street Park
11. Police Officer Pay and Staffing
12. Consider cancellation of July 12, 2022 Regular City Council Meeting

### **Routine Business**

1. Approval of the May 17, 2022 Regular Meeting Minutes
2. Approval of the May 25, 2022 Called Meeting Minutes
3. Approval of the June 2, 2022 Council Workshop Minutes
4. Approval of the June 8, 2022 Council Workshop Minutes
5. Comments from the Utility Director
  - a. Other matters
6. Comments from City Administrator
  - a. Other matters

### **Executive Session**

1. Executive Session for the purpose of a discussion of negotiations incident to proposed contractual arrangements and proposed sale or purchase of property, the receipt of legal advice where the legal advice relates to a pending, threatened, or potential claim or other matters covered by the attorney-client privilege, settlement of legal claims, or the position of the public agency in other adversary situations involving the assertion against the agency of a claim and a discussion of employment, appointment, compensation, promotion, demotion, discipline, or release of an employee, a student, or a person regulated by a public body or the appointment of a person to a public body pursuant to S.C. Code Ann. 34-4-70 (1) and (2)
  - i. *Oconee Joint Regional Sewer Authority – discuss potential contractual matter(s)*

### **Adjourn**

**AGREEMENT FOR THE TRANSFER OF WATER LINE  
BY AND BETWEEN  
PIONEER RURAL WATER DISTRICT OF OCONEE AND ANDERSON COUNTIES  
AND  
COMMISSION OF PUBLIC WORKS, CITY OF WESTMINSTER**

This **AGREEMENT FOR THE TRANSFER OF WATER LINE** (this “Agreement”) is entered into this \_\_\_ day of June, 2022, by and between **Pioneer Rural Water District of Oconee and Anderson Counties**, a body politic and corporate and a special purpose district organized under the laws of the State of South Carolina (“Buyer”), and **Commission of Public Works, City of Westminster, Westminster, South Carolina**, a body politic and corporate and a political subdivision of the State of South Carolina (“Seller”). Each entity is a “Party” and together they are the “Parties.”

**WHEREAS**, Seller operates a water collection and transportation system that serves certain customers in Westminster, South Carolina;

**WHEREAS**, the Parties have agreed on terms for Buyer to purchase Seller’s water line running 3.7 miles from Virginia Drive to Fire Tower Road in Westminster, South Carolina (the “Sale”), which include without limitation the transfer of the Seller’s Line and associated easements to Buyer and the transfer of certain infrastructure more particularly set forth herein; and other matters set forth below;

**NOW, THEREFORE**, in consideration of the premises and mutual covenants and obligations contained herein the receipt and sufficiency of which the parties hereby acknowledge, Buyer and Seller do hereby agree as follows:

**ARTICLE I  
DEFINITIONS AND RULES OF CONSTRUCTION**

**SECTION 1.1. Definitions.** The terms defined below are used in this Agreement with meanings ascribed thereto unless a different meaning is plainly intended.

“Agreement” means this Agreement for the Transfer of Water Line dated [June \_\_\_, 2020], by and between Seller and Buyer.

“Environmental Laws” means any federal, state, local, or foreign law (including, without limitation, common law), treaty, judicial decision, regulation, rule, judgment, order, decree, injunction, permit, or governmental restriction or any agreement with any governmental body or other third party, whether now or hereafter in effect, relating to the environment, human health and safety, or to pollutants, contaminants, wastes, or chemicals or any toxic, radioactive, ignitable, corrosive, reactive, or otherwise hazardous substances, wastes, or materials.

“Seller’s Line” means the assets comprising the Seller’s water line, as further defined in **SCHEDULE 1.1**.

“Transfer Date” means that date for the transfer of ownership of the Seller’s Line from Seller to Buyer.

**ARTICLE II  
AGREEMENT TO TRANSFER WATER LINE**

**SECTION 2.1. *Agreement to Transfer.*** Upon the terms and subject to the conditions set forth in this Agreement, on the Transfer Date, Seller shall sell, transfer, assign, convey, and deliver to Buyer, and Buyer shall purchase and acquire from Seller, all of the assets comprising Seller’s Line.

**SECTION 2.2. *Conditions to Closing.***

(a) To Seller. The following shall be conditions precedent to the obligation of Seller to proceed with the closing of the Sale (the “Closing”). Each condition may be waived in whole or part only by written notice of such waiver from Seller to Buyer.

- i. Approval of the Sale by all applicable governmental authorities;
- ii. Reserved;
- iii. Buyer shall have performed and complied in all material respects with all of the terms of this Agreement to be performed and complied with by Buyer prior to or at the Closing; and
- iv. On the Transfer Date, all representations and warranties of Buyer set forth in this Agreement shall be true, accurate and complete.

(b) To Buyer. The following shall be conditions precedent to the obligation of Buyer to proceed with the Closing. Each condition may be waived in whole or part only by written notice of such waiver from Buyer to Seller.

- i. Approval of the Sale by all applicable governmental authorities;
- ii. Reserved;
- iii. Seller shall have performed and complied in all material respects with all of the terms of this Agreement to be performed and complied with by Seller prior to or at the Closing; and
- iv. On the Transfer Date, all representations and warranties of Seller set forth in this Agreement shall be true, accurate and complete.

If the Closing shall fail to occur as the result of the failure of any condition precedent, each Party shall be responsible for its own costs.

(c) Due Diligence Period. Buyer shall have a period, commencing on the date of this Agreement through the date which is sixty (60) days after the date of this Agreement (the “Due Diligence Period”), to conduct or cause to be conducted any and all tests, studies, surveys, inspections, reviews, assessments, or evaluations of the Seller’s Line (the “Inspections”), as Buyer deems necessary, desirable, or appropriate in its sole and absolute discretion. Buyer shall have the unconditional right, for any reason or no reason whatsoever, to terminate this Agreement upon written notice to Seller delivered at any time prior to 11:59 p.m. EST on the last day of the Due Diligence Period. If Buyer does not timely notify Seller of its election to terminate this Agreement prior to 11:59 p.m. EST on the last day of the Due Diligence Period, Buyer shall be deemed to have elected to proceed to Closing, subject to the terms and conditions of this Agreement. If Buyer elects to terminate this Agreement as provided in this Section, this Agreement shall terminate, and the parties shall have no further liability hereunder (except with respect to those obligations hereunder which expressly survive the termination of this Agreement). Notwithstanding anything to the contrary contained in this Agreement, amendments to this Agreement to extend the Due Diligence Period may be agreed in writing or email by each party or each Party's respective attorney and notices to terminate this Agreement prior to the expiration of the Due Diligence Period may be given, by Buyer as provided in this Agreement or by Buyer or Buyer's attorney by fax or by email to Seller and/or Seller's attorney.

### **SECTION 2.3. *Transfer Date***

Buyer shall establish a Transfer Date and communicate the same to Seller in writing, which date shall be not more than thirty (30) days following the expiration of the Due Diligence Period and the satisfaction of the conditions to Closing.

### **SECTION 2.4. *Assets Transferred to Buyer.***

Seller shall transfer and Buyer accepts all the assets of the Seller’s Line as of the Transfer Date. The following provisions enumerate the assets constituting the Seller’s Line:

(a) Fixed Assets, Easements and Rights-of-Way. Seller transfers to Buyer:

- i. Fixed Assets. All pipes, valves, lines, meters, pressure regulatory devices, wells, tanks, pumps, fire hydrants, disinfectant units, and other property, plant, and fixed equipment used in the provision of water service or used in operating the Seller’s Line. A bill of sale of all the fixed assets transferred to Buyer is attached as **EXHIBIT A**.
- ii. Reserved.
- iii. Easements and Rights-of-Way. Rights-of-way, easements of record and prescriptive easements, if any, used in the provision of water service or in operating the Seller’s Line. An assignment of such easements and rights-of-way and non-exclusive lists of specifically enumerated easements and rights-of-way, is attached as **EXHIBIT B**.

(b) Non-Enumerated Real Property and other Interests. The Parties recognize and

acknowledge that the list of rights-of-way, easements, and other interests in real property associated with the Seller's Line that is contained in the exhibits to this Agreement may not be exhaustive and that certain interests in real property associated with the Seller's Line and intended to be transferred hereunder may not be specifically enumerated therein. It is the express intention of the Parties to transfer to Buyer all Seller's rights-of-way, easements, and other interests in real property, including prescriptive rights, that are associated with the Seller's Line whether they are listed in the exhibits to this Agreement or not. Seller agrees to use its best efforts to maintain those records and documents in its possession that are related to rights-of-way, easements, and other interests in real property associated with the Seller's Line and will locate such documents and provide them to Buyer upon reasonable request. Seller agrees to execute any documents necessary or convenient to perfect the transfer or recording of the transfer of any such non-enumerated interests in real property to Buyer upon reasonable request of Buyer.

(c) Contracts, Permits, Records, Reports. Seller transfers to Buyer all existing or outstanding contracts, permits, permit files, drawings, engineering reports and other documents related to the Seller's Line as well as any warranty rights or claims against third parties related to the Seller's Line. The documents transferred include, without limitation, operating permits, regulatory and compliance reports, studies, maintenance records, reports and evaluations, engineering studies, and information related to capital improvement projects, insurance claims and other liabilities.

(d) Closing Costs. Buyer shall pay all recording fees and other costs associated with the recording of the real property interests granted herein.

(e) Other Liabilities; Indebtedness. Buyer does not assume responsibility for any other liabilities, loans or indebtedness of Seller or the Seller's Line.

**SECTION 2.5. *Purchase Price*** The purchase price due and payable on the day of Closing from Buyer to Seller shall be Seventy One thousand and Five Hundred Dollars and 00/100 Dollars and 00/100 (\$71,500).

**SECTION 2.6. *Liens.*** Seller shall transfer to Buyer title to Seller's Line free and clear of all liens recorded as a matter of public record as of the Transfer Date.

**SECTION 2.7. *Loss or Damage to the Seller's Line.*** If before the Transfer Date, the assets comprising the Seller's Line suffer loss or damage then all insurance proceeds related to the loss or damage shall be expended as directed by Buyer to repair the Seller's Line and the balance paid to Buyer at the Transfer Date.

**SECTION 2.8. *Capacity and Repairs.*** After Closing, Buyer will operate and maintain the Seller's Line according to its ordinary standards and practices, using sound engineering and operating practices.

### **ARTICLE III REPRESENTATIONS AND WARRANTIES**

**SECTION 3.1. *Representations and Warranties of Seller.*** Seller hereby represents and warrants to Buyer as follows:

(a) Due Authorization, Execution, and Delivery. Seller has full right, power, and authority (i) to enter into this Agreement, (ii) to transfer the Seller's Line to Buyer and convey the easements and other property as contemplated herein, and (iii) to perform all its obligations hereunder. Seller has taken all action necessary to authorize the execution and delivery of this Agreement and all other documents, instruments, or agreements necessary to effectuate the intent hereof. No further action, consent, or approval is required by Seller or by any governmental body to approve, consent to, or permit the performance by Seller of its obligations hereunder or transfer the real property interests as contemplated hereby.

(b) No Conflict, Breach, or Default. The execution and delivery of this Agreement and the performance by Seller of its obligations hereunder will not conflict with or constitute a breach of or default under (i) any contract or agreement to which Seller is a party or by which Seller is bound or to which its assets are subject, (ii) any law, regulation, administrative or judicial order, or any judgment or decree to which Seller or the Seller's Line is subject, or (iii) any act of Seller or any resolutions or ordinance of Seller.

(c) Litigation. There is no litigation, arbitration, or other legal or administrative suit, action, proceeding, or investigation pending or threatened against or involving Seller or the ownership or operation of the Seller's Line, including, but not limited to, any condemnation action relating to the Seller's Line.

(d) Title to Seller's Line. Seller has good, marketable and insurable legal title to all of the assets of the Seller's Line to be transferred hereunder, free and clear of all liens, claims and encumbrances.

(e) Contracts. Seller is not a party to any contracts related to the Seller's Line except for the contracts listed on **EXHIBIT C** attached hereto (the "Contracts"). Seller has performed all of its obligations under each of the Contracts and no fact or circumstance has occurred which, by itself or with the passage of time or the giving of notice or both, would constitute a default by any party under any of the Contracts. Seller has delivered to Buyer true, correct, and complete copies of all Contracts.

(f) Violations. Seller has not received notice of any material violation of any law or municipal ordinance, order, or requirement noted or issued against the Seller's Line by any governmental authority having jurisdiction over the Seller's Line, that has not been cured, corrected, or waived as of the date hereof.

(g) Hazardous Materials. Seller has not placed any, and to Seller's knowledge, there are no Hazardous Materials installed, stored in, or otherwise existing at, on, in, or under the real property or Seller's Line in violation of any Environmental Laws. "Hazardous Materials" means "Hazardous Material," "Hazardous Substance," "Pollutant or Contaminant," and "Petroleum" and

“Natural Gas Liquids,” as those terms are defined or used in CERCLA, and any other substances regulated because of their effect or potential effect on public health and the environment, including PCBs, lead paint, asbestos, urea formaldehyde, radioactive materials, putrescible materials, and infectious materials.

(h) Continued Maintenance. Seller will maintain the Seller’s Line pending transfer to Buyer according to its ordinary standards and practices, using sound engineering and operating practices, and in a safe, sanitary and environmentally sound manner, and take all actions necessary to prevent any undue degradation or damage to the assets comprising the Seller’s Line.

(i) Continued Insurance. Seller will maintain property and casualty insurance on the entire Seller’s Line in an amount equal to the reasonable replacement value of the Seller’s Line pending transfer of the Seller’s Line to Buyer and will cause Buyer to be listed as an additional insured on such policy.

**SECTION 3.2. Representations and Warranties of Buyer.** Buyer hereby represents and warrants to Seller as follows:

(a) Due Authorization, Execution, and Delivery. Buyer has full right, power, and authority (i) to enter into this Agreement, (ii) to acquire and operate the Seller’s Line, and (iii) to perform all its obligations hereunder. Buyer has taken all action necessary to authorize the execution and delivery of this Agreement and all other documents, instruments, or agreements necessary to effectuate the intent hereof. No further action, consent, or approval is required by Buyer or by any governmental body to approve, consent to, or permit the performance by Buyer of its obligations hereunder or to acquire and operate the Seller’s Line as contemplated hereby.

(b) No Conflict, Breach, or Default. The execution and delivery of this Agreement and the performance by Buyer of its obligations hereunder will not conflict with or constitute a breach of or default under (i) any contract or agreement to which Buyer is a party or by which Buyer is bound or to which the assets of the Seller’s Line are subject, (ii) any law, regulation, administrative or judicial order, or any judgment or decree to which Buyer or the Seller’s Line is subject, or (iii) any act of Buyer or any resolutions or the bylaws of Buyer.

**SECTION 3.3. Default.** In the event either Party discovers that any representation is untrue in any material respect or any warranty is breached in any material respect, the cost of correcting any problem resulting therefrom or of paying or responding to any resulting claims, including reasonable attorney's fees, shall be borne by the Party whose representation is untrue or whose warranty is breached. In the event either Party fails to timely perform its obligations hereunder, the other Party may initiate action to compel compliance in any court of competent jurisdiction. The costs of such action shall be recoverable from the defaulting Party.

**ARTICLE IV  
MISCELLANEOUS**



**SECTION 4.1. Counterparts.** This Agreement may be executed in counterparts, which when assembled shall constitute but one original Agreement.

**SECTION 4.2. Severability.** The provisions hereof are severable and in the event any one or more of such provisions is void or unenforceable, the remainder of this Agreement shall constitute the agreement between the Parties as to the subject matter hereof.

**SECTION 4.3. Effect of Dissolution of a Party.** In the event either Buyer or Seller for any reason shall be dissolved, consolidated or its legal existence shall otherwise be terminated, all of the covenants, stipulations, obligations, and agreements contained in this Agreement by or on behalf of or for the benefit of such Party shall bind or inure to the benefit of the successor or successors thereof.

**SECTION 4.4. Legal Holidays.** In any case where the date of any action required hereunder shall be on a day which is a legal holiday in the State of South Carolina, performance shall be deemed timely if made on the next succeeding day that is not such a legal holiday with the same force and effect as if such act were performed on the date otherwise provided for herein.

**SECTION 4.5. Manner of Giving Notice.** All notices, demands, and requests to be given to or made hereunder by Buyer or Seller shall be given or made as indicated below or in writing and shall be deemed to be properly given or made if sent by United States certified mail, return receipt requested, postage prepaid, addressed as follows:

(a) As to Seller:  
  
Commission of Public Works  
City of Westminster  
  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_

(b) As to Buyer:  
  
Pioneer Rural Water District  
5500 West-Oak Hwy.  
Westminster, SC 29693  
Attention: Terry Pruitt

Copy to:  
  
Nelson Mullins Riley & Scarborough LLP  
2 W. Washington Street, Suite 400  
Greenville, SC 29601  
Attention: Rivers Stilwell

Any such notice, demand, or request may also be transmitted to the appropriate above-mentioned Party by email (to Seller at [REDACTED] or to Buyer at [tpruitt@pioneerwater.net](mailto:tpruitt@pioneerwater.net) with a copy to [rivers.stilwell@nelsonmullins.com](mailto:rivers.stilwell@nelsonmullins.com)) and shall be deemed to be properly given or made when sent.

Any of such addresses may be changed at any time upon written notice of such change sent by United States certified mail, return receipt requested, postage prepaid, or email to the other Party by the Party effecting the change.

**SECTION 4.6. *Parties Alone Have Rights under Agreement.*** There are no third-party beneficiaries to this Agreement. Except as herein otherwise expressly provided, nothing in this Agreement, express or implied, is intended or shall be construed to confer upon any person, firm, or corporation, other than Buyer and Seller any right, remedy or claim, legal or equitable, under or by reason of this Agreement or any provision hereof. This Agreement and each provision herein are intended to be and are for the sole and exclusive benefit of Buyer and Seller.

**SECTION 4.7. *Headings.*** Any heading preceding the text of the several articles hereof, and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction, or effect.

**SECTION 4.8. *Choice of Forum.*** The Parties hereto agree that any suit, action, or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Agreement of the transactions described herein may be brought only in the Court of Common Pleas for Oconee County, South Carolina, or in the original jurisdiction of the South Carolina Supreme Court.

**SECTION 4.9. *Rules of Construction.*** Words of masculine gender shall be deemed and construed to include correlative words of feminine and neuter genders and, unless the context shall otherwise indicate, words in singular shall also be plural and vice versa. In the event any one or more provisions hereof are determined to be void, invalid, or unenforceable, so long as the remainder of this Agreement is sufficient to accomplish its primary purpose, such void, invalid, or unenforceable provision shall be severed herefrom and the balance hereof shall constitute the agreement of the Parties hereto. Certain representations, warranties, rate matters, easement filings, and covenants are not verifiable or to be performed until after the Transfer Date; therefore the provisions hereof shall survive the Transfer Date and the transfers contemplated.

**SECTION 4.10. *Survival.*** Terms, covenants, and agreements contained herein shall survive the Closing of the transfer of the Seller's Line as appropriate to carry into effect the intent of the Parties as manifested in those terms.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

**IN WITNESS WHEREOF**, Buyer and Seller have caused this Agreement for the Transfer of Assets to be signed in their names by their duly authorized officers as of the date first hereinabove written.

**SELLER:**

**Commission of Public Works, City of  
Westminster, Westminster, South Carolina**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**BUYER:**

**Pioneer Rural Water District of Oconee and  
Anderson Counties**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**LIST OF EXHIBITS AND SCHEDULES**

**EXHIBIT A – Bill of Sale for Water System and Fixed Assets**

**EXHIBIT B – Form of Assignment of Easements and Rights-of-Way**

**EXHIBIT C – Contractual Obligations**

**SCHEDULE 1.1 – Seller’s Line**

**EXHIBIT A**

STATE OF SOUTH CAROLINA    )

COUNTY OF OCONEE            )

**BILL OF SALE FOR WATER LINE**

FOR AND IN CONSIDERATION of the sum of Seventy one thousand and Five Hundred Dollars and 00/100 (\$71,500) paid to **Commission of Public Works, City of Westminster, Westminster, South Carolina**, a body politic and corporate and a special purpose district organized under the laws of the State of South Carolina (“Seller”), the receipt and sufficiency of which is hereby acknowledged, at and before signing and sealing of these presents, and the additional consideration hereinafter set forth, Seller does hereby sell, transfer and convey to **Pioneer Rural Water District of Oconee and Anderson Counties**, a body politic and corporate and a political subdivision of the State of South Carolina (“Buyer”), its successors and assigns forever, any rights, title and interest as it may have in all assets and equipment associated with the Seller’s Line, including but not limited to all pipes, valves, lines, meters, pressure regulatory devices, wells, tanks, pumps, fire hydrants, disinfectant units, and other property, plant, and fixed equipment used in the provision of water service or in operating the water collection and transportation facilities, as applicable, if any (collectively, the “Seller’s Line Assets”).

TO HAVE AND TO HOLD the Seller’s Line Assets unto Buyer, and Buyer’s successors and assigns forever, and Seller does hereby bind Seller, and Seller’s successors and assigns, to WARRANT and FOREVER DEFEND, all and singular the Seller’s Line Assets unto Buyer, and Buyer’s successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof by, through and under Seller but not otherwise.

The Parties agree to take all such further actions and execute, acknowledge and deliver all such further documents that are reasonably necessary or useful in carrying out the purposes of this Bill of Sale.

It is agreed that this Bill of Sale For Water Line and the related AGREEMENT FOR THE TRANSFER OF WATER LINE BY AND BETWEEN PIONEER RURAL WATER DISTRICT OF OCONEE AND ANDERSON COUNTIES AND COMMISSION OF PUBLIC WORKS, CITY OF WESTMINSTER (including all Exhibits, amendments, supplements and corrections thereto signed by both Parties, the “Transfer Agreement”) and the associated documents referenced therein, comprise all the agreements between the Parties and no representations or statements, verbal or written, have been made, modifying, adding to, or changing the terms of these agreements. Capitalized terms used herein and not otherwise defined shall have the meanings given in the Transfer Agreement.

[signature on following page]

IN WITNESS WHEREOF, the Seller hereunto has set its Hand and Seal on this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

SIGNED, SEALED AND  
DELIVERED IN THE PRESENCE OF:

Witnesses:

**SELLER:**

**Commission of Public Works, City of  
Westminster, Westminster, South Carolina**

\_\_\_\_\_  
Witness No. 1

By: \_\_\_\_\_ (SEAL)

Name: \_\_\_\_\_

Its: \_\_\_\_\_

\_\_\_\_\_  
Witness No. 2

## EXHIBIT B

### ASSIGNMENT OF EASEMENTS AND RIGHTS-OF-WAY

#### ASSIGNMENT AND ASSUMPTION OF EASEMENTS AND RIGHTS OF WAY

**THIS ASSIGNMENT AND ASSUMPTION OF EASEMENTS AND RIGHTS OF WAY** (the "Assignment") is made as of this \_\_\_ day of \_\_\_\_, 2020 (the "Effective Date"), by and between **Commission of Public Works, City of Westminster, Westminster, South Carolina**, a body politic and corporate and a special purpose district organized under the laws of the State of South Carolina ("Assignor"), and **Pioneer Rural Water District of Oconee and Anderson Counties**, a body politic and corporate and a political subdivision of the State of South Carolina ("Assignee").

For Value Received, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby irrevocably and unconditionally assigns, conveys, transfers and sets over unto Assignee all of Assignor's rights, title and interest in and to all rights-of-way, permits, easements of record and prescriptive easements, if any, used in the provision of water service or in operating the Seller's Line, including without limitation the easements, rights of way, crossing permits, encroachment permits and similar rights more particularly described on Exhibit "A" attached hereto and incorporated herein by reference (collectively, the "Easements"), and Assignee does hereby accept and assume all of Assignor's rights and obligations under the Easements that arise or accrue after the Effective Date, subject to the terms and provisions of the Easements. The parties to this Assignment agree to cooperate with one another in executing any additional documents or agreements reasonably necessary to carry out the intent of this Assignment.

This Assignment may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This Assignment shall be governed by and construed in accordance with the laws of the State of South Carolina. This Assignment shall be binding upon and inure to the benefit of the parties hereto, and their respective successors and assigns. This Assignment may only be amended by an instrument in writing executed by the parties hereto.

It is agreed that this Assignment and the related AGREEMENT FOR THE TRANSFER OF WATER LINE BY AND BETWEEN PIONEER RURAL WATER DISTRICT OF OCONEE AND ANDERSON COUNTIES AND COMMISSION OF PUBLIC WORKS, CITY OF WESTMINSTER (including all Exhibits, amendments, supplements and corrections thereto signed by both Parties, the "Transfer Agreement") and the associated documents referenced therein, comprise all the agreements between the Parties and no representations or statements, verbal or written, have been made, modifying, adding to, or changing the terms of these agreements. Capitalized terms used herein and not otherwise defined shall have the meanings given in the Transfer Agreement.

**[SIGNATURE PAGE ATTACHED]**

Executed under seal as of the day and year first written above.

Witnesses:

**ASSIGNOR:**

**Commission of Public Works, City of  
Westminster, Westminster, South Carolina**

\_\_\_\_\_  
Witness No. 1

By: \_\_\_\_\_(SEAL)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
Witness No. 2

**ASSIGNEE:**

**Pioneer Rural Water District of Oconee and  
Anderson Counties**

\_\_\_\_\_  
Witness No. 1

By: \_\_\_\_\_(SEAL)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
Witness No. 2





**EXHIBIT "A"**

All right, title and interest of Assignor under that certain \_\_\_\_\_ dated \_\_\_\_\_,  
between \_\_\_\_\_, as \_\_\_\_\_ and \_\_\_\_\_, as \_\_\_\_\_,  
recorded on \_\_\_\_\_ in the Office of the Register of Deeds for Oconee County in  
Deed Book \_\_\_\_ at Page \_\_\_\_.

[To Follow]

**EXHIBIT C**

**CONTRACTUAL OBLIGATIONS**

**The following is a list of all contractual obligations being assumed by Pioneer Rural Water  
District of Oconee and Anderson Counties:**

**SCHEDULE 1.1**

**SELLER'S Line**

The water line running 3.7 miles from Virginia Drive to Fire Tower Road in Westminster, South Carolina.