

**AGENDA**  
**PLANNING COMMISSION**  
**City of Westminster**

**Monday, July 15, 2024**

**6:00PM**

**Regular Meeting**

**Westminster City Hall**  
**100 E. Windsor St,**  
**Westminster, SC 29693**

## **Westminster Planning Commission**

**May 20, 2024 Meeting**

**6:00pm- City Hall**

### **Call to Order**

### **Invocation and Pledge of Allegiance**

### **Certification of Quorum**

### **Comments from Staff**

- No new plat reviews from the month of July
- The Community Planning Assistance Program planning process from the SC-American Planning Association. This grant will provide suggestions of the corridor from Downtown to the HWY 24 intersection.

### **Routine Business**

#### **Item #1: Consideration of Minutes from May 20 , 2024**

- May 20, 2024 Minutes will be distributed at the Planning Commission Meeting.

### **Old Business**

### **New Business**

In 2021 , City Council implemented a policy requiring all new out of city utility customers to sign a covenant of annexation, authorizing the city to annex in such property when it becomes contiguous to City Limits (Ordinance No. 2021-05-11-01, amended by Ordinance No. 2023-08-08-01). The following properties are considered for annexation based on the owner's petition via the annexation covenant they signed to utilize city services. These covenants were recorded on the deed of the property at the Oconee County Register of Deeds.

City Code requires the Planning Commission to host a public hearing on the matter. Members of the Public are eligible to speak for up to three minutes.

#### **Item #2: Consideration of Annexation of Property Located at 100 Dunlop Drive, TMS # 250-00-04-001.**

#### **PUBLIC HEARING**

**Item #3: Consideration of Annexation of Property Located at 198 Dunlop Drive, TMS # 250-00-04-023.**

**PUBLIC HEARING**

**Item #4: Consideration of Annexation of Property Located at 143 Oakmont Road, TMS # 235-00-02-088.**

**PUBLIC HEARING**

**Item #5: Consideration of Annexation of Property Located at 1405 Clearmont Road, TMS # 235-00-02-088.**

**PUBLIC HEARING**

**Item #6: Consideration of Annexation of Property Located at 650 Marcengill Road, TMS # 249-00-03-013.**

**PUBLIC HEARING**

**Item #7: Consideration of Annexation of Property Located at 311 Cornelia Avenue, TMS # 234-03-01-010**

**PUBLIC HEARING**

- Note: The Deed Restriction from the property formerly identified as 198 Nina Circle before subdivided. Covenant signed on 1/24/2022.

**Item #8: Consideration of Annexation of Property Located at 198 Nina Circle, TMS # 234-03-01-026.**

**PUBLIC HEARING**

**Item #9: Consideration of Annexation of Property Located at 199 Nina Circle, TMS # 234-03-01-030.**

**PUBLIC HEARING**

- Note: The Deed Restriction remained in effect for the same address, but the TMS # Changed through subdivision of property.

**Item #10: Consideration of Annexation of Property Located at Lot A (Cornelia Avenue), TMS # 234-03-01-033.**

**PUBLIC HEARING**

- Note: The Deed Restriction from the property formerly identified as 199 Nina Circle before subdivided. Covenant signed on 1/24/2022.

**Item #11: Consideration of Annexation of Property Located at Lot E (Cornelia Avenue), TMS # 234-03-01-028.**

**PUBLIC HEARING**

- Note: The Deed Restriction from the property formerly identified as 303 Cornelia Avenue before subdivided. Covenant signed on 1/24/2022.

**Item #12: Consideration of Annexation of Property Located at Lot F (Nina Circle), TMS # 234-03-01-031.**

**PUBLIC HEARING**

- Note: The Deed Restriction from the property formerly identified as 198 Nina Circle before subdivided. Covenant signed on 1/24/2022.

**Item #13: Consideration of Annexation of Property Located at Lot G (Nina Circle), TMS # 234-03-01-032.**

**PUBLIC HEARING**

- Note: The Deed Restriction from the property formerly identified as 199 Nina Circle before subdivided. Covenant signed on 1/24/2022.

**Adjourn**

CONTRACT FOR PROVISION OF SERVICES TO OUT OF CITY CUSTOMER

DECLARATION OF COVENANT REGARDING UTILITIES AND ANNEXATION

THIS CONTRACT is entered into as of the 29th Day of June, 2023 by M/S 302 Palmer LLC and the City of Westminster, S.C.

WITNESSETH:

Whereas, Michael Shmuel is the owner of that certain tract or parcel of land located in Oconee County, South Carolina, more particularly described as Tax Map # 250 00 04 001 and Street Address 100 DUNLOP DRIVE WESTMINSTER SC, 29693 and...

Whereas the owner desires to install or have installed or continue its connection to City utilities and services and... Whereas the City agrees to service or continue to service the owner's property solely and only upon the condition that the property be annexed into the City of Westminster. However, should annexation not be immediately possible, the owner solemnly contracts, covenants and agrees that as an absolute to the delivery and continuance of water and other City services to his property, he shall sign a valid annexation petition presented to him, at any future date, without delay. The owner further agrees and understands that this contract includes all future structures, or improvements which maybe made upon these lands.

Whereas the owner desires to install or have installed or continue its connection to City utilities and services and...

Whereas the City agrees to service or continue to service the owner's property solely and only upon the condition that the property be annexed into the City of Westminster. However, should annexation not be immediately possible, the owner solemnly contracts, covenants and agrees that as an absolute to the delivery and continuance of water and other City services to his property, he shall sign a valid annexation petition presented to him, at any future date, without delay. The owner further agrees and understands that this contract includes all future structures, or improvements which maybe made upon these lands.

The signing of this document does not entitle the owner to any special rates or services of the municipality including Police/Fire until said annexations actually take place and becomes effective. The signing of this contract does not waive any rates for out-of-city customers in effect by the City of Westminster.

It shall be further understood that the covenants and agreements contained herein are not personal, but run with the land and will be binding upon the owner's successor's interest in the property.

It should be clearly understood that should the owner attempt to forfeit this agreement in any way, the City reserves the right to similarly forfeit, abandon, or otherwise cut off all municipal services to said property, on an immediate basis, and may further pursue breach of other legal remedies as may be available to it under the process of law.

In witness whereof, owners have executed the contract and declaration as of the first date written above, and it shall be full force and effect from and after this date.

Witness for City signature

Customer Service Rep signature

Additional witness for City signature

Stephanie Holbrook signature

Witness for Owner signature

Owner of Property Signature

Additional witness for Owner signature

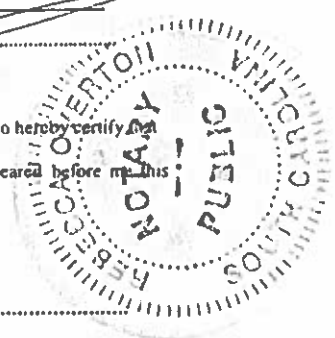
Owner of Property Signature

STATE OF SOUTH CAROLINA COUNTY OF OCONEE

ACKNOWLEDGMENT AS TO OWNER(S)

I, Rebecca Overton, Notary Public for the State of South Carolina, do hereby certify that Michael Shmuel (Owner(s) of Property) personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Rebecca Overton Notary Public of South Carolina My Commission Expires: 1/22/2031



STATE OF SOUTH CAROLINA COUNTY OF OCONEE

ACKNOWLEDGMENT AS TO CITY OF WESTMINSTER

I, Rebecca Overton, Notary Public for the State of South Carolina, do hereby certify that Stephanie Holbrook (City of Westminster Employee) personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Rebecca Overton Notary Public of South Carolina My Commission Expires: 1/22/2031

The City hereby accepts the Declaration of Annexation Covenant set forth herein

City Administrator signature



Barcode ID: 2442521 Type: DEE Recorded: 05/29/2024 at 08:39:00 AM Fee Amt: \$25.00 Oconee, South Carolina, Register Of Deeds Anna Davison - Register Of Deeds Page 1 of 4

BK 3079 PG 295-298

City of Westminster P.O. Box 399 Westminster, SC 29693

2025- Ret-

014463

Oconee SC Register of Deeds '24 MAY 29 AM 8:39

THIS DECLARATION OF ANNEXATION COVENANT (this "Covenant") is made this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ between the City of Westminster, South Carolina (the "City"), and the person or entity described below, including all successors in interest and assigns, having legal title to a present possessory interest in real estate equal to a life estate or greater, or any other designation as set forth in the Section 5-3-240 of the South Carolina Code of Laws 1976, as amended, or as set forth through judicial interpretation in South Carolina case law (the "Owner")

**RECITALS:**

WHEREAS, the real property located at \_\_\_\_\_, having Tax Map Number \_\_\_\_\_ (as further described herein as Exhibit A, the "Subject Property"), belonging to the Owner, is located outside the City's corporate limits but is located in an area in which annexation into the City is or may become appropriate. The City is under no obligation to furnish Utility Services (as defined herein) to properties located outside of the City's corporate limits, but may do so by contract with individual property owners

WHEREAS, the Owner wishes to obtain Utility Services from the City by contract without the necessity of waiting until the Subject Property may be annexed into the City, and the Owner has entered into an agreement (the "Customer Agreement") with the City in order to secure one or more of the Utility Services for the Subject Property. In consideration for the City's provision of Utility Services to the Subject Property and the connection of the Subject Property to the City's combined utility system (the "System"), the Owner agrees, pursuant to the provisions of this Covenant, to take such action as is necessary to request annexation into the City at such time as the Subject Property becomes contiguous to the City's corporate limits. This Covenant shall be binding upon any and all assigns or successors in interest to the Owner's ownership interest in the Subject Property.

WHEREAS, Owner understands that the obligation to execute any and every annexation petition relating to the Subject Property, when presented, is a requirement for Utility Services outside the City, and that failure to satisfy this obligation may, at the election of the City, cause discontinuance and termination of Utility Services to the Subject Property. The Owner further understands that the obligations created under this Covenant run with the land and will apply equally to subsequent owners of the Subject Property. In order to ensure the ability of the City to enforce the provisions of this Covenant against the Owner or any subsequent owner of the Subject Property, the Owner agrees that the provisions of this Covenant shall serve as restrictive covenants against the Subject Property in favor of, and for the benefit of, the City

NOW THEREFORE, in consideration of the provision of Utility Services by the City, the Owner hereby covenants as follows:

1. **Recitals Incorporated.** The above recitals are hereby incorporated in and made a part of this Covenant as fully as if set forth verbatim herein. These recitals are true and correct and the Owner is bound thereby. By signing this Covenant, the Owner acknowledges reading, understanding, and agreeing to each of the recitals. By and through the recording of this Covenant, all assigns and successors in interest in the Subject Property are deemed to have read, understood, and agreed to each of the recitals.

2. **Utility Services.**

A. As used in this Covenant, "Utility Services" means and refers to any water, sewer or electric services, or any combination thereof, provided by the City pursuant to the terms of the Customer Agreement, including but not limited to, (i) ongoing water, sewer and electric service; (ii) a service tap from existing water or sewer lines; (iii) a service connection from an existing electric line; (iv) an extension of water or sewer mains or electric lines; or (v) the issuance of a letter of willingness and capability to provide Utility Services

B. Pursuant to the provisions of the Customer Agreement, the City has agreed to furnish Utility Services to the Subject Property upon the terms, conditions and covenants set forth therein, in addition to any other rates, classifications, policies, procedures, and terms of service applicable to Utility Services that the City has adopted or may in the future adopt and any subsequent amendments thereto. The Owner acknowledges that in no event shall the City be obligated to provide or continue to provide Utility Services to the Subject Property, or any portion thereof, if any obligation of the Owner contained in this Covenant is breached or any covenant made by the Owner in this Covenant is false. Any actions or statements made by the City (including the issuance of any letter of willingness and capability) in connection with providing Utility Services to the Subject Property is made subject to the terms of this Covenant, and if this Covenant is breached by the Owner then all such actions or statements may be, in the City's sole discretion, declared null and void and no reliance by any entity may be placed thereon.

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

The Owner covenants and agrees that he will sign any and every annexation petition which relates to the Subject Property (an "Annexation Petition") immediately upon presentation by the City. As used in this Covenant, an Annexation Petition shall be construed to relate to the Subject Property if the property to be annexed pursuant to and described in the Annexation Petition includes the Subject Property or any portion thereof. The Owner acknowledges that a purpose of this Covenant is to ensure, as a material benefit and consideration to the City, the Owner's full and complete cooperation with any effort to annex the Subject Property, and the Owner agrees, that upon request by the City, the 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 subsequent or additional successive Annexation Petitions in the event any prior annexation effort is unsuccessful. The Owner warrants and covenants that the Owner has not and will not subdivide the Subject Property, combine the Subject Property with other real property not subject to this Covenant, or otherwise manipulate the Subject Property to hinder or impede the City's ability to annex the Subject Property, and any attempt to do so will be considered a breach of this Covenant. This Covenant shall not be construed as prohibiting or inhibiting the subdivision of the Subject Property or the combination of the Subject Property with any other property; provided, however, upon any such division of the Subject Property, this Covenant shall apply to any additional properties derived from the Subject Property and upon the combination of the Subject Property, or any portion thereof, with any other real property this Covenant shall apply to the entirety of the resulting combined property, which shall thereafter be considered the Subject Property, or a portion thereof.

B. The Owner agrees that the obligations contained in this Covenant shall continue in full force and effect until the earlier of the following: (i) the Subject Property, in its entirety, has been successfully annexed into, and continuously lies within, the corporate limits of the City; or (ii) the Owner affirmatively requests in writing that (1) the Subject Property be permanently disconnected from the System, and (2) the Subject Property, in its entirety, is no longer served by the Utility Services.

C. The Owner is a person eighteen years of age, or older, or any firm or corporation, who or which is the sole owner of legal title to a present possessory interest in the Subject Property equal to a life estate or greater (expressly excluding leaseholds, easements, equitable interests, inchoate rights, dower rights, and future interests). Further, the Owner covenants and warrants that he will not transfer, alienate, devise, encumber, or otherwise affect title to the Subject Property for a period of seven days from the date of this Covenant, in order to allow the City time to have this Covenant recorded in the Office of the Register of Deeds for Oconee County, South Carolina. The Owner will inform any subsequent Owner of (i) the Subject Property, (ii) any portion of the Subject Property, or (iii) any real property that the Subject Property is made a part of, that the obligations contained in this Covenant continue and run with the land. A failure by the Owner to properly inform any successor in interest of the Subject Property of this Covenant shall not affect the validity or applicability of this Agreement with respect to any successor in interest, and any such successor in interest shall remain bound by the provisions hereof.

D. The Owner agrees that any breach of conditions of the Customer Agreement or any other agreements associated with the provision of Utility Services made in accordance with this Covenant, shall be a breach of this Covenant. Such conditions may include, but are not limited to, the following: (i) payment of applicable connection fees and surcharges as fixed by the City; (ii) general terms, conditions, and policies upon which Utility Service is made available by the City; and (iii) the payment to the City when due such water, sewer or electric charges, taxes, or fees as may be imposed from time to time.

E. The Owner agrees that the effectiveness of this Covenant will continue and survive any temporary disconnection, interruption, or termination of Utility Services by the City, except for a permanent termination of Utility Services pursuant to Section 3(R)(ii) above.

4. **Restrictive Covenant.** THE OWNER HEREBY IMPOSES UPON THE SUBJECT PROPERTY FOR THE BENEFIT OF THE CITY 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 COVENANT. THIS COVENANT SHALL CONTINUE IN FULL FORCE AND EFFECT UNTIL THE EARLIER OF THE FOLLOWING: (I) THE SUBJECT PROPERTY, IN ITS ENTIRETY, HAS BEEN SUCCESSFULLY ANNEXED INTO AND LIES CONTINUOUSLY WITHIN THE CORPORATE LIMITS OF THE CITY; OR (II) THE SUBJECT PROPERTY, IN ITS ENTIRETY, IS NO LONGER BEING SERVED BY UTILITY SERVICES. ANY AND EVERY FUTURE OWNER OF THE SUBJECT PROPERTY, OR ANY PART THEREOF, IS BOUND BY THE TERMS CONTAINED IN THIS COVENANT BY ACCEPTANCE OF A DEED TO THE SUBJECT PROPERTY, OR PORTION THEREOF, THAT IS SUBJECT TO THIS RESTRICTIVE COVENANT.

5. **Recordation of Covenant.** The Owner hereby expressly agrees and directs that this Covenant and description of the Subject Property be recorded in the real estate records in the Office of the Register of Deeds for Oconee County, South Carolina, so as to give record notice to any future prospective purchaser of the Subject Property that this Covenant is an obligation upon the land and runs with the land until the occurrence of either of the two events set forth in the preceding paragraphs.

6. **Description of Property.** This Covenant and restrictive covenant apply to the Subject Property as it is more fully described on the attached Exhibit A.

7. **Grant of Right of Way.** The Owner grants the City a right-of-way on and through the Subject Property as reasonably necessary for the City's operation of the System in order to provide Utility Services to the Subject Property. In the event a standard grant of right-of-way has not been executed by the Owner before execution of this Covenant, the Owner agrees, upon request, to execute a standard right-of-way to further document and describe the specific location and rights associated therewith.

8 **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, the Owner hereby irrevocably appoints the City Administrator of the City of Westminster, South Carolina, Attorney in Fact for the Owner of the Subject Property with full power to sign any Annexation Petition upon the request of the City.

9 **Owner's Use of Subject Property.** If the Owner changes the current use of the Subject Property to any different use, the City may, at its option, require additional approvals and conditions for continued Utility Service thereon.

10 **Default; Remedies.** As used in this Covenant, a default of this Covenant occurs immediately upon any breach, failure or nonoccurrence of any term, condition, obligation, affirmative act, covenant, representation or warranty. Immediately upon any default by the Owner, the City may, in its sole discretion, void this Covenant and thereby void any statements, actions or commitments by the City as to providing Utility Services to the Subject Property. Additionally, upon any default by the Owner the City may elect to enforce this Covenant. If any effort to enforce the terms of this Covenant fails for any reason, the City may thereafter elect to rescind and void this Covenant. In the event this Covenant is rescinded or voided, the City shall be under no obligation to provide Utility Services or to continue to provide Utility Services to the Subject Property or any portion thereof. In the event of any default by the Owner of this Covenant, the City shall be entitled to recover from the Owner the costs and attorneys' fees incurred by the City as a result of or in response to the Owner's default.

11 **No Waiver.** 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 do so.

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

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

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

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

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

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

18 **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.

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

20 **Governing Law and Forum.** The validity, construction and effect of this Covenant shall be governed by the laws of the State of South Carolina, and the Owner hereby consents to the exclusive jurisdiction of the courts of the State of South Carolina for resolution of any dispute arising hereunder.

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

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

X MS  
Initial  
X



Gateway to the Mountain Lakes Region

**TO THE MAYOR AND COUNCIL  
OF THE CITY OF WESTMINSTER, SOUTH CAROLINA:**

The undersigned, being 100 percent of the freeholders owning 100percent of the assessed value of the property in the contiguous territory described below and shown on the attached plat or map, hereby petition for annexation of said territory to the City of Westminster by ordinance effective as soon hereafter as possible, pursuant to South Carolina Code of Laws Section 5-3-150 (3).

The territory to be annexed is described as follows: 100 DUNLOP DRIVE WESTMINSTER SC 29693

The property is designated as follows on the County tax parcel map(s)/property identification number(s): 2500004001

It is requested that the property be zoned as follows: \_\_\_\_\_  
6/29/23

X [Signature] \_\_\_\_\_ Date  
X Signature Address

**FOR MUNICIPAL USE:**

Petition received by \_\_\_\_\_ Date \_\_\_\_\_  
Description and ownership verified by \_\_\_\_\_ Date \_\_\_\_\_  
Recommendation \_\_\_\_\_  
By \_\_\_\_\_

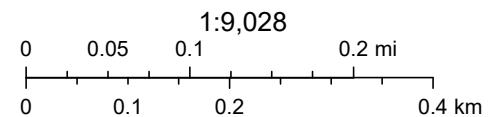


# Item 2: 100 Dunlop Drive



7/11/2024, 11:00:21 AM

- Roads
- Parcels
- Seneca
- West Union
- Land Hooks
- Westminster
- Walhalla
- Salem



Imagery collected in 2023 by Kucera International. Imagery is managed by Adam DeMars, South Carolina State GIS Coordinator and hosted by Esri.,

OCSCGIS

# Item 2: 100 Dunlop Drive Out



7/11/2024, 11:03:22 AM

Major Roads

I-85

Major Roads

Municipalities

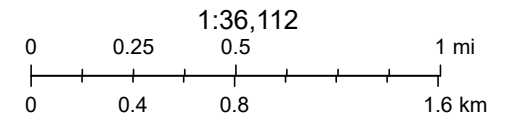
Salem

Seneca

Walhalla

West Union

Westminister



Imagery collected in 2023 by Kucera International. Imagery is managed by Adam DeMars, South Carolina State GIS Coordinator and hosted by Esri.,

OCSGIS



Gateway to the Mountain Lakes Region

TO THE MAYOR AND COUNCIL OF THE CITY OF WESTMINSTER, SOUTH CAROLINA:

The undersigned, being 100 percent of the freeholders owning 100percent of the assessed value of the property in the contiguous territory described below and shown on the attached plat or map, hereby petition for annexation of said territory to the City of Westminster by ordinance effective as soon hereafter as possible, pursuant to South Carolina Code of Laws Section 5-3-150 (3).

The territory to be annexed is described as follows: 198 Dunlop Drive "Water Tower (Dunlop)"

The property is designated as follows on the County tax parcel map(s)/property identification number(s): 250-00-04-023

It is requested that the property be zoned as follows: Institutional

Signature (City Administrator)

PO. Box 399 Westminster, SC 29693 06/24/2024 Date

FOR MUNICIPAL USE:

Petition received by Reagan Osborn Date 06/24/2024

Description and ownership verified by Date

Recommendation Annexation by Petition

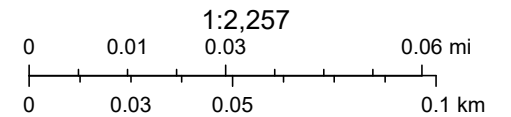
By Reagan Osborn Date 06/24/2024

# Item 3: 198 Dunlop Drive



7/11/2024, 11:13:00 AM

- Addresses
- ▬ Roads
- ▭ Parcels
- ▭ Seneca
- ▭ West Union
- ▭ Buildings\_2020
- ▬ Land Hooks
- Municipalities
- ▭ Walhalla
- ▭ Westminster
- ▭ Salem



Imagery collected in 2023 by Kucera International. Imagery is managed by Adam DeMars, South Carolina State GIS Coordinator and hosted by Esri.,

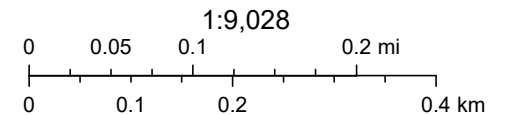
OCSGIS

# Item 3: 198 Dunlop Drive Out



7/11/2024, 11:13:50 AM

- Roads
- Land Hooks
- ▭ Parcels
- ▭ Municipalities
- ▭ Seneca
- ▭ Walhalla
- ▭ West Union
- ▭ Westminster
- ▭ Salem



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OCSCGIS

**CONTRACT FOR PROVISION OF SERVICES TO OUT OF CITY CUSTOMER**

**DECLARATION OF COVENANT REGARDING UTILITIES AND ANNEXATION**

THIS CONTRACT is entered into as of the 28<sup>th</sup> Day of April, 2023 by Joyce Winkler and the City of Westminster, S.C.

WITNESSETH:

Whereas, Joyce Winkler is the owner of that certain tract or parcel of land located in Oconee

County, South Carolina, more particularly described as Tax Map # 235-00-02-033 and Street

Address 143 Oakmont Rd, Westminster, SC 29693 and...

Whereas the owner desires to install or have installed or continue its connection to City utilities and services and...

Whereas the City agrees to service or continue to service the owner's property solely and only upon the condition that the property be annexed into the City of Westminster. However, should annexation not be immediately possible, the owner solemnly contracts, covenants and agrees that as an absolute to the delivery and continuance of water and other City services to his property, he shall sign a valid annexation petition presented to him, at any future date, without delay. The owner further agrees and understands that this contract includes all future structures, or improvements which maybe made upon these lands.

The signing of this document does not entitle the owner to any special rates or services of the municipality including Police/Fire until said annexations actually take place and becomes effective. The signing of this contract does not waive any rates for out-of-city customers in effect by the City of Westminster.

It shall be further understood that the covenants and agreements contained herein are not personal, but run with the land and will be binding upon the owner's successor's interest in the property.

It should be clearly understood that should the owner attempt to forfeit this agreement in any way, the City reserves the right to similarly forfeit, abandon, or otherwise cut off all municipal services to said property, on an immediate basis, and may further pursue breach of other legal remedies as may be available to it under the process of law.

In witness whereof, owners have executed the contract and declaration as of the first date written above, and it shall be full force and effect from and after this date.

Kiley Carter  
WITNESS FOR CITY

Debbie Overton  
ADDITIONAL WITNESS FOR CITY

Kiley Carter  
WITNESS FOR OWNER

Debbie Overton  
ADDITIONAL WITNESS FOR OWNER

administrative asst.  
CITY OF WESTMINSTER EMPLOYEE TITLE

Connie Baty  
CITY OF WESTMINSTER EMPLOYEE SIGNATURE

Joyce Winkler  
OWNER OF PROPERTY SIGNATURE

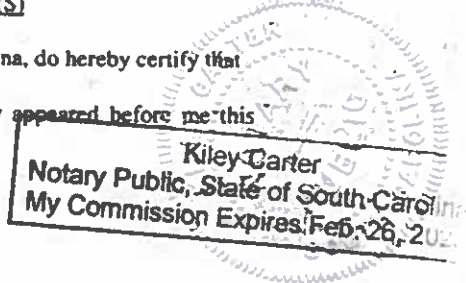
OWNER OF PROPERTY SIGNATURE

STATE OF SOUTH CAROLINA  
COUNTY OF OCONEE

**ACKNOWLEDGMENT AS TO OWNER(S)**

I, Kiley Carter, Notary Public for the State of South Carolina, do hereby certify that Joyce Winkler (Owner(s) of Property) personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Kiley Carter  
Notary Public of South Carolina  
My Commission Expires: 2/26/25

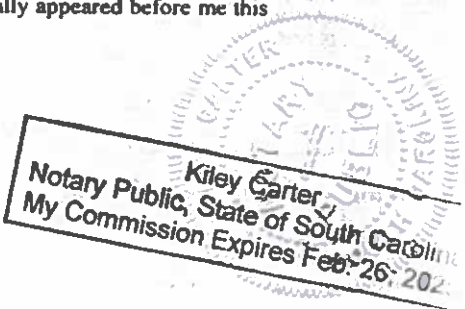


STATE OF SOUTH CAROLINA  
COUNTY OF OCONEE

**ACKNOWLEDGMENT AS TO CITY OF WESTMINSTER**

I, Kiley Carter, Notary Public for the State of South Carolina, do hereby certify that Connie Baty (City of Westminster Employee) personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Kiley Carter  
Notary Public of South Carolina  
My Commission Expires: 2/26/25



The City hereby accepts the Declaration of Annexation Covenant set forth herein.

[Signature]  
City Administrator

... OF ANNEAATION COVENANT (this "Covenant") is made this \_\_\_ day of \_\_\_ 20 \_\_\_ between the City of Westminster, South Carolina (the "City"), and the person or entity described below, including all successors in interest and assigns, having legal title to a present possessory interest in real estate equal to a life estate or greater, or any other designation as set forth in the Section 5.3-240 of the South Carolina Code of Laws 1976, as amended, or as set forth through judicial interpretation in South Carolina case law (the "Owner":

RECITALS:

WHEREAS the real property located at 143 Oakmont Rd Westminster Sd 29693 (as further described herein as Exhibit A, the "Subject Property"), belonging to the Owner, is located outside the City's corporate limits but is located in an area in which annexation into the City is or may become appropriate. The City is under no obligation to furnish Utility Services (as defined herein) to properties located outside of the City's corporate limits, but may do so by contract with individual property owners

WHEREAS, the Owner wishes to obtain Utility Services from the City by contract without the necessity of waiting until the Subject Property may be annexed into the City, and the Owner has entered into an agreement (the "Customer Agreement") with the City in order to secure one or more of the Utility Services for the Subject Property. In consideration for the City's provision of Utility Services to the Subject Property and the connection of the Subject Property to the City's combined utility system (the "System"), the Owner agrees, pursuant to the provisions of this Covenant, to take such action as is necessary to request annexation into the City at such time as the Subject Property becomes contiguous to the City's corporate limits. This Covenant shall be binding upon any and all assigns or successors in interest to the Owner's ownership interest in the Subject Property.

WHEREAS, Owner understands that the obligation to execute any and every annexation petition relating to the Subject Property, when presented, is a requirement for Utility Services outside the City, and that failure to satisfy this obligation may, at the election of the City, cause discontinuance and termination of Utility Services to the Subject Property. The Owner further understands that the obligations created under this Covenant run with the land and will apply equally to subsequent owners of the Subject Property. In order to ensure the ability of the City to enforce the provisions of this Covenant against the Owner or any subsequent owner of the Subject Property, the Owner agrees that the provisions of this Covenant shall serve as restrictive covenants against the Subject Property in favor of, and for the benefit of, the City.

NOW THEREFORE, in consideration of the provision of Utility Services by the City, the Owner hereby covenants as follows:

1. **Recitals Incorporated.** The above recitals are hereby incorporated in and made a part of this Covenant as fully as if set forth verbatim herein. These recitals are true and correct and the Owner is bound thereby. By signing this Covenant, the Owner acknowledges reading, understanding, and agreeing to each of the recitals. By and through the recording of this Covenant, all assigns and successors in interest in the Subject Property are determined to have read, understood, and agreed to each of the recitals.

2. **Utility Services.**

A. As used in this Covenant, "Utility Services" means and refers to any water, sewer or electric services, or any combination thereof, provided by the City pursuant to the terms of the Customer Agreement, including but not limited to, (i) ongoing water, sewer and electric service; (ii) a service tap from existing water or sewer lines; (iii) a service connection from an existing electric line; (iii) an extension of water or sewer mains or electric lines, or (iv) the issuance of a letter of willingness and capability to provide Utility Services

B. Pursuant to the provisions of the Customer Agreement, the City has agreed to furnish Utility Services to the Subject Property upon the terms, conditions and covenants set forth therein, in addition to any other rates, classifications, policies, procedures, and terms of service applicable to Utility Services that the City has adopted or may in the future adopt and any subsequent amendments thereto. The Owner acknowledges that in no event shall the City be obligated to provide or continue to provide Utility Services to the Subject Property, or any portion thereof, if any obligation of the Owner contained in this Covenant is breached or any covenant made by the Owner in this Covenant is false. Any actions or statements made by the City (including the issuance of any letter of willingness and capability) in connection with providing Utility Services to the Subject Property is made subject to the terms of this Covenant, and if this Covenant is breached by the Owner then all such actions or statements may be, in the City's sole discretion, declared null and void and no reliance by any entity may be placed thereon.

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

The Owner covenants and agrees that he will sign any and every annexation petition which relates to the Subject Property (an "Annexation Petition") immediately upon presentation by the City. As used in this Covenant, an Annexation Petition shall be construed to relate to the Subject Property if the property to be annexed pursuant to and described in the Annexation Petition includes the Subject Property or any portion thereof. The Owner acknowledges that a purpose of this Covenant is to ensure, as a material benefit and consideration to the City, the Owner's full and complete cooperation with any effort to annex the Subject Property, and the Owner agrees, that upon request by the City, the 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 subsequent or additional successive Annexation Petitions in the event any prior annexation effort is unsuccessful. The Owner warrants and covenants that the Owner has not and will not subdivide the Subject Property, combine the Subject Property with other real property not subject to this Covenant, or otherwise manipulate the Subject Property to hinder or impede the City's ability to annex the Subject Property, and any attempt to do so will be considered a breach of this Covenant. This Covenant shall not be construed as prohibiting or inhibiting the subdivision of the Subject Property or the combination of the Subject Property with any other property; provided, however, upon any such division of the Subject Property, this Covenant shall apply to any additional properties derived from the Subject Property and upon the combination of the Subject Property, or any portion thereof, with any other real property this Covenant shall apply to the entirety of the resulting combined property, which shall thereafter be considered the Subject Property, or a portion thereof.

B. The Owner agrees that the obligations contained in this Covenant shall continue in full force and effect until the earlier of the following: (i) the Subject Property, in its entirety, has been successfully annexed into, and continuously lies within, the corporate limits of the City; or (ii) the Owner affirmatively requests in writing that (1) the Subject Property be permanently disconnected from the System, and (2) the Subject Property, in its entirety, is no longer served by the Utility Services.

C. The Owner is a person eighteen years of age, or older, or any firm or corporation, who or which is the sole owner of legal title to a present possessory interest in the Subject Property equal to a life estate or greater (expressly excluding leaseholds, easements, equitable interests, inchoate rights, dower rights, and future interests). Further, the Owner covenants and warrants that he will not transfer, alienate, devise, encumber, or otherwise affect title to the Subject Property for a period of seven days from the date of this Covenant, in order to allow the City time to have this Covenant recorded in the Office of the Register of Deeds for Oconee County, South Carolina. The Owner will inform any subsequent Owner of (i) the Subject Property, (ii) any portion of the Subject Property, or (iii) any real property that the Subject Property is made a part of, that the obligations contained in this Covenant continue and run with the land. A failure by the Owner to properly inform any successor in interest of the Subject Property of this Covenant shall not affect the validity or applicability of this Agreement with respect to any successor in interest, and any such successor in interest shall remain bound by the provisions hereof.

D. The Owner agrees that any breach of conditions of the Customer Agreement or any other agreements associated with the provision of Utility Services made in accordance with this Covenant, shall be a breach of this Covenant. Such conditions may include, but are not limited to, the following: (i) payment of applicable connection fees and surcharges as fixed by the City; (ii) general terms, conditions, and policies upon which Utility Service is made available by the City; and (iii) the payments to the City when due such water, sewer or electric charges, taxes, or fees as may be imposed from time to time.

E. The Owner agrees that the effectiveness of this Covenant will continue and survive any temporary disconnection, interruption, or termination of Utility Services by the City, except for a permanent termination of Utility Services pursuant to Section 3(B)(ii) above.

4. **Restrictive Covenant.** THE OWNER HEREBY IMPOSES UPON THE SUBJECT PROPERTY FOR THE BENEFIT OF THE CITY 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 COVENANT. THIS COVENANT SHALL CONTINUE IN FULL FORCE AND EFFECT UNTIL THE EARLIER OF THE FOLLOWING: (I) THE SUBJECT PROPERTY, IN ITS ENTIRETY, HAS BEEN SUCCESSFULLY ANNEXED INTO AND LIES CONTINUOUSLY WITHIN THE CORPORATE LIMITS OF THE CITY; OR (II) THE SUBJECT PROPERTY, IN ITS ENTIRETY, IS NO LONGER BEING SERVED BY UTILITY SERVICES. ANY AND EVERY FUTURE OWNER OF THE SUBJECT PROPERTY, OR ANY PART THEREOF, IS BOUND BY THE TERMS CONTAINED IN THIS COVENANT BY ACCEPTANCE OF A DEED TO THE SUBJECT PROPERTY, OR PORTION THEREOF, THAT IS SUBJECT TO THIS RESTRICTIVE COVENANT.

5. **Recording of Covenant.** The Owner hereby expressly agrees and directs that this Covenant and description of the Subject Property be recorded in the real estate records in the Office of the Register of Deeds for Oconee County, South Carolina, so as to give record notice to any future prospective purchaser of the Subject Property that this Covenant is an obligation upon the land and runs with the land until the occurrence of either of the two events set forth in the preceding paragraphs.

6. **Description of Property.** This Covenant and restrictive covenant apply to the Subject Property as it is more fully described on the attached Exhibit A.

7. **Grant of Right of Way.** The Owner grants the City a right-of-way on and through the Subject Property as reasonably necessary for the City's operation of the System; in order to provide Utility Services to the Subject Property. In the event a standard grant of right-of-way has not been executed by the Owner before execution of this Covenant, the Owner agrees, upon request, to execute a standard right-of-way to further document and describe the specific location and rights associated therewith.

- 8 **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, the Owner hereby irrevocably appoints the City Administrator of the City of Westminster, South Carolina, Attorney in Fact for the Owner of the Subject Property with full power to sign any Annexation Petition upon the request of the City.
- 9 **Owner's Use of Subject Property** If the Owner changes the current use of the Subject Property to any different use, the City may, at its option, require additional approvals and conditions for continued Utility Service thereon.
- 10 **Default; Remedies** As used in this Covenant, a default of this Covenant occurs immediately upon any breach, failure or nonoccurrence of any term, condition, obligation, affirmative act, covenant, representation or warranty. Immediately upon any default by the Owner, the City may, in its sole discretion, void this Covenant and thereby void any statements, actions or commitments by the City as to providing Utility Services to the Subject Property. Additionally, upon any default by the Owner, the City may elect to enforce this Covenant. If any effort to enforce the terms of this Covenant fails for any reason, the City may thereafter elect to rescind and void this Covenant. In the event this Covenant is rescinded or voided, the City shall be under no obligation to provide Utility Services or to continue to provide Utility Services to the Subject Property or any portion thereof. In the event of any default by the Owner of this Covenant, the City shall be entitled to recover from the Owner the costs and attorneys' fees incurred by the City as a result of or in response to the Owner's default.
- 11 **No Waiver** 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.
- 12 **Remedies Cumulative** Every right and remedy provided in this Covenant is distinct from and cumulative to every other right or remedy under this Covenant or available at law or in equity. The provision of certain rights and remedies in this Covenant does not abrogate, limit or affect any rights or remedies as provided at law or in equity. Every right and remedy may be exercised concurrently, independently or successively.
- 13 **Exhibits Incorporated by Reference** All exhibits referenced in this Covenant are incorporated herein as integral parts of this Covenant and shall be considered reiterated herein as fully as if such provisions had been set forth verbatim in this Covenant.
- 14 **Copies** A photostatic or other reproduction of this document shall be as effective, valid and conclusive as the original.
- 15 **Modification** The terms of this Covenant may be modified in whole or in part only by a written instrument signed by the Owner and consented to by the City. Any oral agreement to modify this Covenant shall be void and of no force and effect.
- 16 **Captions** The captions and headings of the Paragraphs of this Covenant are for convenience only and may not be used to interpret or define the provisions of this Covenant.
- 17 **Severability** In the event that any provision or clause of this Covenant conflicts with any applicable law, the other provisions of this Covenant shall be given effect as fully as possible without the conflicting provision, and to this end the provisions of this Covenant are declared to be severable.
- 18 **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.
- 19 **Successors and Assigns** The covenants and agreements contained in this Covenant and the obligations created hereunder shall ensure to the benefit of and be binding on the City, the Owner and all heirs, successors and assigns of the Owner to the Subject Property, or any part thereof.
- 20 **Governing Law and Forum** The validity, construction and effect of this Covenant shall be governed by the laws of the State of South Carolina, and the Owner hereby consents to the exclusive jurisdiction of the courts of the State of South Carolina for resolution of any dispute arising hereunder.
- 21 **Sealed Instrument** Owner agrees that by signing below he intends to place his hands and seals upon this Covenant and that this Covenant shall be considered in every respect to be a sealed instrument.
- 22 **Effective Date** This Covenant shall be effective upon the date of the last party affixing his signature.







TO THE MAYOR AND COUNCIL OF THE CITY OF WESTMINSTER, SOUTH CAROLINA:

The undersigned, being 100 percent of the freeholders owning 100percent of the assessed value of the property in the contiguous territory described below and shown on the attached plat or map, hereby petition for annexation of said territory to the City of Westminster by ordinance effective as soon hereafter as possible, pursuant to South Carolina Code of Laws Section 5-3-150 (3).

The territory to be annexed is described as follows: 143 Oakmont Rd Westminster SC 29693

The property is designated as follows on the County tax parcel map(s)/property identification number(s):

It is requested that the property be zoned as follows:

Signature: [Handwritten Signature] Address: 143 OAKmont Rd Westminster SC 29693 Date: 3-9-23

FOR MUNICIPAL USE:

Petition received by [Signature] Date Description and ownership verified by [Signature] Date Recommendation: Acpt Date By

Oconee COUNTY

STATE TAX \_\_\_\_\_

COUNTY TAX \_\_\_\_\_

EXEMPT       ✓      

FILED OCONEE COUNTY, SC  
ANNA K. DAVISON  
REGISTER OF DEEDS

CONVEYED WITHOUT TITLE EXAMINATION BY RKW

2017 AUG - 8 P 4 32

STATE OF SOUTH CAROLINA )

COUNTY OF OCONEE )

TITLE TO REAL ESTATE  
(LIFE ESTATE DEED)

Doc ID: 00608680002 Type: DEE  
BK 2289 pg 295-296

RKW  
1020  
001658

KNOW ALL MEN BY THESE PRESENTS, that WE, FRANCES B. COX AND JOYCE C. WINKLER, in consideration of Ten and 00/100 (\$10.00) Dollars love and affection, the receipt of which is hereby acknowledged, have granted, bargained, sold, and released, and by these presents do grant, bargain, sell and release unto JOYCE C. WINKLER, RESERVING A LIFE ESTATE IN FRANCES B. COX, Her Heirs and Assigns forever, to wit:

ALL that certain piece, parcel or tract of land, with improvements thereon, situate, lying and being in Tugaloo Township, Oconee County, South Carolina, containing 5.076 total acres, more or less, as shown on a plat prepared by Wayne R. Garland, RLS # 5298, dated April 21, 1982, and recorded in Plat Book P-45, Page 92, records of Oconee County, South Carolina.

This conveyance is made subject to any and all easements, restrictions, covenants, conditions, rights of way, zoning rules and laws and regulations, any of which may be found of record in the Office of the Register of Deeds for Oconee County, South Carolina.

This being the identical property conveyed unto Frances B. Cox and Joyce C. Winkler by Deed of Distribution of the Estate of Burt A. Cox aka Bert A. Cox, Deceased, Probate Court Case Number 2017ES3700104, dated <sup>August</sup> ~~July~~ 7, 2017, and recorded <sup>August</sup> ~~July~~ 8, 2017, in Deed Book 2289, Page 293, records of Oconee County, South Carolina.

THIS PROPERTY DESIGNATED AS  
MAP 035-00 BLK 02 PARC 033  
ON OCONEE COUNTY TAX MAPS

TAX MAP NO. 235-00-02-033

*Heather Shugart*  
REGISTER OF DEEDS

GRANTEE'S ADDRESS: 143 Oakmont Road, Westminster, SC 29693

together with all and singular the rights, members, hereditaments and appurtenances to said premises belonging or in any wise incident or appertaining; to have and to hold all and singular the premises before mentioned unto ~~us~~ <sup>her</sup> ~~and~~ ~~her~~ ~~heirs~~ ~~and~~ ~~assigns~~ forever, ~~beginning~~ <sup>effective</sup> ~~on~~ ~~the~~ ~~1st~~ ~~day~~ ~~of~~ ~~August~~ ~~2017~~

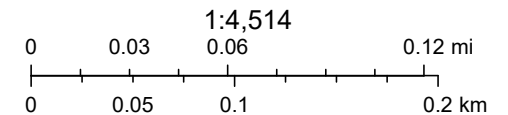
*[Signature]*  
Auditor, Oconee County S.C.

# Item 4: 143 Oakmont Road



7/11/2024, 11:22:05 AM

- Addresses
- Buildings\_2020
- Roads
- Land Hooks
- Parcels
- Municipalities
  - Seneca
  - Walhalla
  - Salem
  - West Union
  - Westminster



Imagery collected in 2023 by Kucera International. Imagery is managed by Adam DeMars, South Carolina State GIS Coordinator and hosted by Esri.,

OCSCGIS

# Item 4: 143 Oakmont Road Out



7/11/2024, 11:23:54 AM

Major Roads

I-85

Major Roads

Roads

Land Hooks

Parcels

Municipalities

Salem

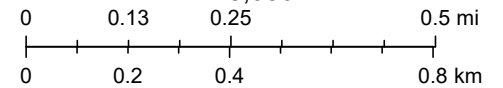
Seneca

Walhalla

West Union

Westminster

1:18,056



Imagery collected in 2023 by Kucera International. Imagery is managed by Adam DeMars, South Carolina State GIS Coordinator and hosted by Esri.,

OCSCGIS

City of Westminster  
Spec

# CONTRACT FOR PROVISION OF SERVICES TO OUT OF CITY CUSTOMER DECLARATION OF COVENANT REGARDING UTILITIES AND ANNEXATION

UTILITY

THIS CONTRACT is entered into as of the 31 Day of December, 2021 by Jenlowan Aune and the City of Westminster, S.C.

WITNESSETH:

Whereas, Penitencia Aune is the owner of that certain tract or parcel of land located in Oconee County, South Carolina, more particularly described as Tax Map # 235-00-02-088 and Street Address 1405 deamont road and...

Whereas the owner desires to install or have installed or continue its connection to City utilities and services and...

Whereas the City agrees to service or continue to service the owner's property solely and only upon the condition that the property be annexed into the City of Westminster. However, should annexation not be immediately possible, the owner solemnly contracts, covenants and agrees that as an absolute to the delivery and continuance of water and other City services to his property, he shall sign a valid annexation petition presented to him, at any future date, without delay. The owner further agrees and understands that this contract includes all future structures, or improvements which maybe made upon these lands.

The signing of this document does not entitle the owner to any special rates or services of the municipality including Police/Fire until said annexations actually take place and becomes effective. The signing of this contract does not waive any rates for out-of-city customers in effect by the City of Westminster.

It shall be further understood that the covenants and agreements contained herein are not personal, but run with the land and will be binding upon the owner's successor's interest in the property.

It should be clearly understood that should the owner attempt to forfeit this agreement in any way, the City reserves the right to similarly forfeit, abandon, or otherwise cut off all municipal services to said property, on an immediate basis, and may further pursue breach of other legal remedies as may be available to it under the process of law.

In witness whereof, owners have executed the contract and declaration as of the first date written above, and it shall be full force and effect from and after this date.

Kiley Carter  
WITNESS FOR CITY  
Debra Overton  
ADDITIONAL WITNESS FOR CITY  
Kiley Carter  
WITNESS FOR OWNER  
St. Jan. Hillborn  
ADDITIONAL WITNESS FOR OWNER

Customer Service Rep  
CITY OF WESTMINSTER EMPLOYEE TITLE  
St. Jan. Hillborn  
CITY OF WESTMINSTER EMPLOYEE SIGNATURE  
Jenlowan Aune  
OWNER OF PROPERTY SIGNATURE  
Jenlowan Aune  
OWNER OF PROPERTY SIGNATURE

FILED OCONEE COUNTY SC  
ANNA K. DAVISON  
REGISTER OF DEEDS

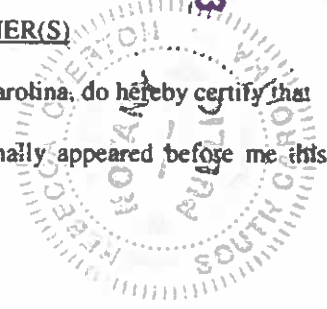
2022 MAR -4 AM 11:53

STATE OF SOUTH CAROLINA  
COUNTY OF OCONEE

### ACKNOWLEDGMENT AS TO OWNER(S)

I, Rebecca Overton, Notary Public for the State of South Carolina, do hereby certify that Jenlowan Aune (Owner(s) of Property) personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Debra Overton  
Notary Public of South Carolina  
My Commission Expires: 1/22/2031

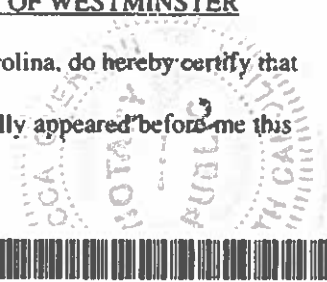


STATE OF SOUTH CAROLINA  
COUNTY OF OCONEE

### ACKNOWLEDGMENT AS TO CITY OF WESTMINSTER

I, Rebecca Overton, Notary Public for the State of South Carolina, do hereby certify that Kiley Carter (City of Westminster Employee) personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Debra Overton  
Notary Public of South Carolina  
My Commission Expires: 1/22/2031



The City hereby accepts the Declaration of Annexation Covenant set forth herein.

KW Fan 2/14/2022  
City Administrator

Barcode ID: 2201915 Type: DEE  
Recorded: 03/04/2022 at 11:53:00 AM  
Fee Amt: \$25.00  
Oconee, South Carolina, Register Of Deeds Off  
Anna Davison - Register Of Deeds  
Page 1 of 3

BK 2786 PG 338-340

THIS DECLARATION OF ANNEXATION COVENANT (this "Covenant") is made this 31 day of Dec 2021 between the City of Westminster, South Carolina (the "City"), and the person or entity described below, including all successors in interest and assigns, having legal title to a present possessory interest in real estate equal to a life estate or greater, or any other designation as set forth in the Section 5-3-240 of the South Carolina Code of Laws 1976, as amended, or as set forth through judicial interpretation in South Carolina case law (the "Owner"):

RECITALS:

WHEREAS, the real property located at 1405 document Rd. having Tax Map Number 25-00-02-018 (as further described herein at Exhibit A, the "Subject Property"), belonging to the Owner, is located outside the City's corporate limits but is located in an area in which annexation into the City is or may become appropriate. The City is under no obligation to furnish Utility Services (as defined herein) to properties located outside of the City's corporate limits, but may do so by contract with individual property owners

WHEREAS, the Owner wishes to obtain Utility Services from the City by contract without the necessity of waiting until the Subject Property may be annexed into the City, and the Owner has entered into an agreement (the "Customer Agreement") with the City in order to secure one or more of the Utility Services for the Subject Property. In consideration for the City's provision of Utility Services to the Subject Property and the connection of the Subject Property to the City's combined utility system (the "System"), the Owner agrees, pursuant to the provisions of this Covenant, to take such action as is necessary to request annexation into the City at such time as the Subject Property becomes contiguous to the City's corporate limits. This Covenant shall be binding upon any and all assigns or successors in interest to the Owner's ownership interest in the Subject Property.

WHEREAS, Owner understands that the obligation to execute any and every annexation petition relating to the Subject Property, when presented, is a requirement for Utility Services outside the City, and that failure to satisfy this obligation may, at the election of the City, cause discontinuance and termination of Utility Services to the Subject Property. The Owner further understands that the obligations created under this Covenant run with the land and will apply equally to subsequent owners of the Subject Property. In order to ensure the ability of the City to enforce the provisions of this Covenant against the Owner or any subsequent owner of the Subject Property, the Owner agrees that the provisions of this Covenant shall serve as restrictive covenants against the Subject Property in favor of, and for the benefit of, the City.

NOW THEREFORE, in consideration of the provision of Utility Services by the City, the Owner hereby covenants as follows:

1. **Recitals Incorporated.** The above recitals are hereby incorporated in and made a part of this Covenant as fully as if set forth verbatim herein. These recitals are true and correct and the Owner is bound thereby. By signing this Covenant, the Owner acknowledges reading, understanding, and agreeing to each of the recitals. By and through the recording of this Covenant, all assigns and successors in interest in the Subject Property are determined to have read, understood, and agreed to each of the recitals.

2. **Utility Services.**

A. As used in this Covenant, "Utility Services" means and refers to any water, sewer or electric services, or any combination thereof, provided by the City pursuant to the terms of the Customer Agreement, including but not limited to, (i) ongoing water, sewer and electric service; (ii) a service tap from existing water or sewer lines, (iii) a service connection from an existing electric line, (iii) an extension of water or sewer mains or electric lines, or (iv) the issuance of a letter of willingness and capability to provide Utility Services

B. Pursuant to the provisions of the Customer Agreement, the City has agreed to furnish Utility Services to the Subject Property upon the terms, conditions and covenants set forth therein, in addition to any other rates, classifications, policies, procedures, and terms of service applicable to Utility Services that the City has adopted or may in the future adopt and any subsequent amendments thereto. The Owner acknowledges that in no event shall the City be obligated to provide or continue to provide Utility Services to the Subject Property, or any portion thereof, if any obligation of the Owner contained in this Covenant is breached or any covenant made by the Owner in this Covenant is false. Any actions or statements made by the City (including the issuance of any letter of willingness and capability) in connection with providing Utility Services to the Subject Property is made subject to the terms of this Covenant, and if this Covenant is breached by the Owner then all such actions or statements may be, in the City's sole discretion, declared null and void and no reliance by any entity may be placed thereon.

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

The Owner covenants and agrees that he will sign any and every annexation petition which relates to the Subject Property (an "Annexation Petition") immediately upon presentation by the City. As used in this Covenant, an Annexation Petition shall be construed to relate to the Subject Property if the property to be annexed pursuant to and described in the Annexation Petition includes the Subject Property or any portion thereof. The Owner acknowledges that a purpose of this Covenant is to ensure, as a material benefit and consideration to the City, the Owner's full and complete cooperation with any effort to annex the Subject Property, and the Owner agrees, that upon request by the City, the 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 subsequent or additional successive Annexation Petitions in the event any prior annexation effort is unsuccessful. The Owner warrants and covenants that the Owner has not and will not subdivide the Subject Property, combine the Subject Property with other real property not subject to this Covenant, or otherwise manipulate the Subject Property to hinder or impede the City's ability to annex the Subject Property, and any attempt to do so will be considered a breach of this Covenant. This Covenant shall not be construed as prohibiting or inhibiting the subdivision of the Subject Property or the combination of the Subject Property with any other property; provided, however, upon any such division of the Subject Property, this Covenant shall apply to any additional properties derived from the Subject Property and upon the combination of the Subject Property, or any portion thereof, with any other real property this Covenant shall apply to the entirety of the resulting combined property, which shall thereafter be considered the Subject Property, or a portion thereof.

B. The Owner agrees that the obligations contained in this Covenant shall continue in full force and effect until the earlier of the following: (i) the Subject Property, in its entirety, has been successfully annexed into, and continuously lies within, the corporate limits of the City; or (ii) the Owner affirmatively requests in writing that (1) the Subject Property be permanently disconnected from the System, and (2) the Subject Property, in its entirety, is no longer served by the Utility Services.

C. The Owner is a person eighteen years of age, or older, or any firm or corporation, who or which is the sole owner of legal title to a present possessory interest in the Subject Property equal to a life estate or greater (expressly excluding leaseholds, easements, equitable interests, inchoate rights, dower rights, and future interests). Further, the Owner covenants and warrants that he will not transfer, alienate, devise, encumber, or otherwise affect title to the Subject Property for a period of seven days from the date of this Covenant, in order to allow the City time to have this Covenant recorded in the Office of the Register of Deeds for Oconee County, South Carolina. The Owner will inform any subsequent Owner of (i) the Subject Property, (ii) any portion of the Subject Property, or (iii) any real property that the Subject Property is made a part of, that the obligations contained in this Covenant continue and run with the land. A failure by the Owner to properly inform any successor in interest of the Subject Property of this Covenant shall not affect the validity or applicability of this Agreement with respect to any successor in interest, and any such successor in interest shall remain bound by the provisions hereof.

D. The Owner agrees that any breach of conditions of the Customer Agreement or any other agreements associated with the provision of Utility Services made in accordance with this Covenant, shall be a breach of this Covenant. Such conditions may include, but are not limited to, the following: (i) payment of applicable connection fees and surcharges as fixed by the City, (ii) general terms, conditions, and policies upon which Utility Service is made available by the City; and (iii) the payment to the City when due such water, sewer or electric charges, taxes, or fees as may be imposed from time to time.

E. The Owner agrees that the effectiveness of this Covenant will continue and survive any temporary disconnection, interruption, or termination of Utility Services by the City, except for a permanent termination of Utility Services pursuant to Section 3(B)(ii) above

4. **Restrictive Covenant.** THE OWNER HEREBY IMPOSES UPON THE SUBJECT PROPERTY FOR THE BENEFIT OF THE CITY 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 COVENANT. THIS COVENANT SHALL CONTINUE IN FULL FORCE AND EFFECT UNTIL THE EARLIER OF THE FOLLOWING: (I) THE SUBJECT PROPERTY, IN ITS ENTIRETY, HAS BEEN SUCCESSFULLY ANNEXED INTO AND LIES CONTINUOUSLY WITHIN THE CORPORATE LIMITS OF THE CITY; OR (II) THE SUBJECT PROPERTY, IN ITS ENTIRETY, IS NO LONGER BEING SERVED BY UTILITY SERVICES. ANY AND EVERY FUTURE OWNER OF THE SUBJECT PROPERTY, OR ANY PART THEREOF, IS BOUND BY THE TERMS CONTAINED IN THIS COVENANT BY ACCEPTANCE OF A DEED TO THE SUBJECT PROPERTY, OR PORTION THEREOF, THAT IS SUBJECT TO THIS RESTRICTIVE COVENANT.

5. **Recordation of Covenant.** The Owner hereby expressly agrees and directs that this Covenant and description of the Subject Property be recorded in the real estate records in the Office of the Register of Deeds for Oconee County, South Carolina, so as to give record notice to any future prospective purchaser of the Subject Property that this Covenant is an obligation upon the land and runs with the land until the occurrence of either of the two events set forth in the preceding paragraphs.

6. **Description of Property.** This Covenant and restrictive covenant apply to the Subject Property as it is more fully described on the attached Exhibit A.

7. **Grant of Right of Way.** The Owner grants the City a right-of-way on and through the Subject Property as reasonably necessary for the City's operation of the System in order to provide Utility Services to the Subject Property. In the event a standard grant of right-of-way has not been executed by the Owner before execution of this Covenant, the Owner agrees, upon request, to execute a standard right-of-way to further document and describe the specific location and rights associated therewith

8. **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, the Owner hereby irrevocably appoints the City Administrator of the City of Westminster, South Carolina, Attorney in Fact for the Owner of the Subject Property with full power to sign any Annexation Petition upon the request of the City.
9. **Owner's Use of Subject Property.** If the Owner changes the current use of the Subject Property to any different use, the City may, at its option, require additional approvals and conditions for continued Utility Service thereon.
10. **Default; Remedies.** As used in this Covenant, a default of this Covenant occurs immediately upon any breach, failure or nonoccurrence of any term, condition, obligation, affirmative act, covenant, representation or warranty. Immediately upon any default by the Owner, the City may, in its sole discretion, void this Covenant and thereby void any statements, actions or commitments by the City as to providing Utility Services to the Subject Property. Additionally, upon any default by the Owner, the City may elect to enforce this Covenant. If any effort to enforce the terms of this Covenant fails for any reason, the City may thereafter elect to rescind and void this Covenant. In the event this Covenant is rescinded or voided, the City shall be under no obligation to provide Utility Services or to continue to provide Utility Services to the Subject Property or any portion thereof. In the event of any default by the Owner of this Covenant, the City shall be entitled to recover from the Owner the costs and attorneys' fees incurred by the City as a result of or in response to the Owner's default.
11. **No Waiver.** 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.
12. **Remedies Cumulative.** Every right and remedy provided in this Covenant is distinct from and cumulative to every other right or remedy under this Covenant or available at law or in equity. The provision of certain rights and remedies in this Covenant does not abrogate, limit or affect any rights or remedies as provided at law or in equity. Every right and remedy may be exercised concurrently, independently or successively.
13. **Exhibits Incorporated by Reference.** All exhibits referenced in this Covenant are incorporated herein as integral parts of this Covenant and shall be considered reiterated herein as fully as if such provisions had been set forth verbatim in this Covenant.
14. **Copies.** A photostatic or other reproduction of this document shall be as effective, valid and conclusive as the original.
15. **Modification.** The terms of this Covenant may be modified in whole or in part only by a written instrument signed by the Owner and consented to by the City. Any oral agreement to modify this Covenant shall be void and of no force and effect.
16. **Captions.** The captions and headings of the Paragraphs of this Covenant are for convenience only and may not be used to interpret or define the provisions of this Covenant.
17. **Severability.** In the event that any provision or clause of this Covenant conflicts with any applicable law, the other provisions of this Covenant shall be given effect as fully as possible without the conflicting provision, and to this end the provisions of this Covenant are declared to be severable.
18. **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.
19. **Successors and Assigns.** The covenants and agreements contained in this Covenant and the obligations created hereunder shall ensure to the benefit of and be binding on the City, the Owner and all heirs, successors and assigns of the Owner to the Subject Property, or any part thereof.
20. **Governing Law and Forum.** The validity, construction and effect of this Covenant shall be governed by the laws of the State of South Carolina, and the Owner hereby consents to the exclusive jurisdiction of the courts of the State of South Carolina for resolution of any dispute arising hereunder.
21. **Sealed Instrument.** Owner agrees that by signing below he intends to place his hands and seals upon this Covenant and that this Covenant shall be considered in every respect to be a sealed instrument.
22. **Effective Date.** This Covenant shall be effective upon the date of the last party affixing his signature.



[Signature]

FILED OCONEE COUNTY SC  
 ANNA K. DAVISON  
 REGISTER OF DEEDS  
 2022 MAR -4 AM 11:53



TO THE MAYOR AND COUNCIL OF THE CITY OF WESTMINSTER, SOUTH CAROLINA:

The undersigned, being 100 percent of the freeholders owning 100percent of the assessed value of the property in the contiguous territory described below and shown on the attached plat or map, hereby petition for annexation of said territory to the City of Westminster by ordinance effective as soon hereafter as possible, pursuant to South Carolina Code of Laws Section 5-3-150 (3).

The territory to be annexed is described as follows: 1405 Clearmont Rd.

The property is designated as follows on the County tax parcel map(s)/property identification number(s): 235-00-02-088

It is requested that the property be zoned as follows:

Signature: [Handwritten Signature] Address: 1405 Clearmont rd Date: 12-31-21

FOR MUNICIPAL USE:

Petition received by: [Handwritten: covenant] Date: 12-31-2021
Description and ownership verified by: [Handwritten: owner] Date: 12-31-2021
Recommendation: [Handwritten: Approved]
By: [Handwritten: Stephanie Hillier] Date: 12-31-2021





**Parcel Information**

Parcel ID 235-00-02-088  
 Neighborhood 6600100 - Tugaloo Township Westminster FD  
 Property Address 1405 CLEARMONT RD  
 Legal Description NW CLEARMONT RD  
(Note: Not to be used on legal documents.)  
 Acres 0.87  
 Class  
 Tax District WESTMINSTER (District 06)  
 Exemptions

[View Map](#)

**Owner**

LAWRENCE JERRY BERNARD JR  
 % OWENS QUINTERRIA  
 2505 MCKINLEY DR  
 ANDERSON, SC 29621

**Land**

Land Use	Acres	Square Footage	Frontage	Depth
O - Other	0.87	37,897	0	0

**Mobile Homes**

Style	Manufacturer	Model	Year Built	Width Length	Serial Number	Condition	Value
Mobile Homes	UNKNOWN	UNKNOWN	1998	26 x 53	TEN384058	Good	\$32,990

**Accessory Information**

Description	Year Built	Dimensions/Units	Identical Units
Equipment Shed:Steel/no Slab	2000	8x8 / 0	0

**Valuation**

Assessed Year	2021
Land Value	\$7,970
Improvement Value	\$32,990
Accessory Value	\$530
<b>Total Value (Market)</b>	<b>\$41,490</b>
Land Value	\$0
Improvement Value	\$0
Accessory Value	\$0
<b>Total Value (Capped)</b>	<b>\$0</b>

**Sales**

Sale Date	Deed Book / Page	Plat Book / Page	Sale Price	Reason	Grantor	Grantee
5/17/2018	2362 152		\$7,000	8: Contract sale	LAWRENCE JERRY BERNARD JR	LAWRENCE JERRY BERNARD JR % OWENS QU
5/20/2000	1089 39		\$0	0: Valid Arms-length	LAWRENCE LAURA B AS CONS	LAWRENCE JERRY BERNARD JR

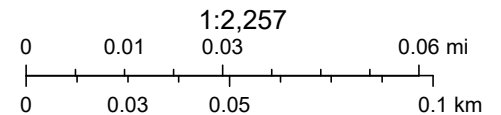
**Sketches**

# Item 5: 1405 Clearmont Road



7/11/2024, 12:36:22 PM

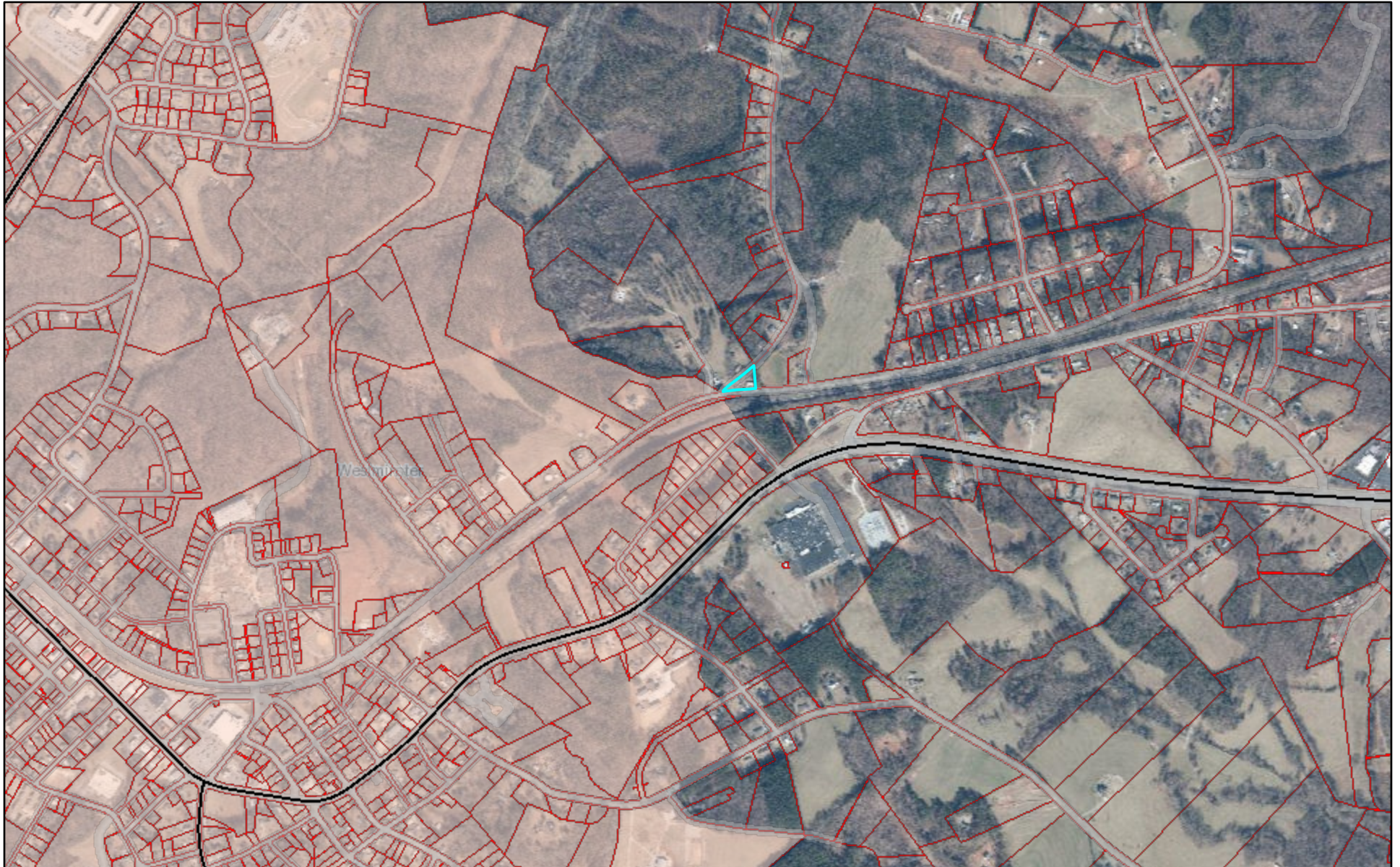
- Addresses
- Buildings\_2020
- Roads
- Land Hooks
- Parcels
- Municipalities
  - Seneca
  - Walhalla
  - Salem
  - West Union
  - Westminster



Imagery collected in 2023 by Kucera International. Imagery is managed by Adam DeMars, South Carolina State GIS Coordinator and hosted by Esri.,

OCSCGIS

# Item 5: 1405 Clearmont Road Out



7/11/2024, 12:38:01 PM

Major Roads

I-85

Major Roads

Roads

Land Hooks

Parcels

Municipalities

Salem

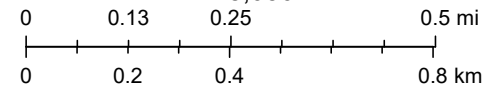
Seneca

Walhalla

West Union

Westminster

1:18,056



Imagery collected in 2023 by Kucera International. Imagery is managed by Adam DeMars, South Carolina State GIS Coordinator and hosted by Esri.,

OCSCGIS

CONTRACT FOR PROVISION OF SERVICES TO OUT OF CITY CUSTOMER

DECLARATION OF COVENANT REGARDING UTILITIES AND ANNEXATION

THIS CONTRACT is entered into as of the 26 Day of May, 2023 by Jeremy Fassett and the City of Westminster, S.C.

WITNESSEPH:

Whereas, Jeremy & Shellie Fassett is the owner of that certain tract or parcel of land located in Oconee County, South Carolina, more particularly described as Tax Map # 249-00-03-03 and Street Address 150 Murcensill RD Westminster and...

Whereas the owner desires to install or have installed or continue its connection to City utilities and services and...

Whereas the City agrees to service or continue to service the owner's property solely and only upon the condition that the property be annexed into the City of Westminster. However, should annexation not be immediately possible, the owner solemnly contracts, covenants and agrees that as an absolute to the delivery and continuance of water and other City services to his property, he shall sign a valid annexation petition presented to him, at any future date, without delay. The owner further agrees and understands that this contract includes all future structures, or improvements which maybe made upon these lands.

The signing of this document does not entitle the owner to any special rates or services of the municipality including Police/Fire until said annexations actually take place and becomes effective. The signing of this contract does not waive any rates for out-of-city customers in effect by the City of Westminster.

It shall be further understood that the covenants and agreements contained herein are not personal, but run with the land and will be binding upon the owner's successor's interest in the property.

It should be clearly understood that should the owner attempt to forfeit this agreement in any way, the City reserves the right to similarly forfeit, abandon, or otherwise cut off all municipal services to said property, on an immediate basis, and may further pursue breach of other legal remedies as may be available to it under the process of law.

In witness whereof, owners have executed the contract and declaration as of the first date written above, and it shall be full force and effect from and after this date.

Witness signatures for City and Owner: Kiley Carter (Witness for City), Deborah Ometz (Additional Witness for City), Deborah Ometz (Witness for Owner), Stephanie Holbrooks (Additional Witness for Owner).

Customer Service Rep signature, City of Westminster Employee Title, Stephanie Holbrooks (City of Westminster Employee Signature), Owner of Property Signature (K. Shellie Fassett).

STATE OF SOUTH CAROLINA COUNTY OF OCONEE

ACKNOWLEDGMENT AS TO OWNER(S)

I, Kiley Carter, Notary Public for the State of South Carolina, do hereby certify that Jeremy + Shellie Fassett (Owner(s) of Property) personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Notary Public signature: Kiley Carter, My Commission Expires: 2/26/25

STATE OF SOUTH CAROLINA COUNTY OF OCONEE

ACKNOWLEDGMENT AS TO CITY OF WESTMINSTER

I, Kiley Carter, Notary Public for the State of South Carolina, do hereby certify that Stephanie Holbrooks (City of Westminster Employee) personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Notary Public signature: Kiley Carter, My Commission Expires: 2/26/25

The City hereby accepts the Declaration of Annexation Covenant set forth herein.

City Administrator signature

THIS DECLARATION OF ANNEXATION COVENANT (this "Covenant") is made this \_\_\_ day of \_\_\_\_\_ 20\_\_ between the City of Westminster, South Carolina (the "City"), and the person or entity described below, including all successors in interest and assigns, having legal title to a present possessory interest in real estate equal to a life estate or greater, or any other designation as set forth in the Section 5.3-240 of the South Carolina Code of Laws 1976, as amended, or as set forth through judicial interpretation in South Carolina case law (the "Owner"):

RECITALS:

WHEREAS, the real property located at 650 Marcellus Rd. having Tax Map Number 249-00-03-013 (as further described herein at Exhibit A, the "Subject Property"), belonging to the Owner, is located outside the City's corporate limits but is located in an area in which annexation into the City is or may become appropriate. The City is under no obligation to furnish Utility Services (as defined herein) to properties located outside of the City's corporate limits, but may do so by contract with individual property owners.

WHEREAS, the Owner wishes to obtain Utility Services from the City by contract without the necessity of waiting until the Subject Property may be annexed into the City, and the Owner has entered into an agreement (the "Customer Agreement") with the City in order to secure one or more of the Utility Services for the Subject Property. In consideration for the City's provision of Utility Services to the Subject Property and the connection of the Subject Property to the City's combined utility system (the "System"), the Owner agrees, pursuant to the provisions of this Covenant, to take such action as is necessary to request annexation into the City at such time as the Subject Property becomes contiguous to the City's corporate limits. This Covenant shall be binding upon any and all assigns or successors in interest to the Owner's ownership interest in the Subject Property.

WHEREAS, Owner understands that the obligation to execute any and every annexation petition relating to the Subject Property, when presented, is a requirement for Utility Services outside the City, and that failure to satisfy this obligation may, at the election of the City, cause discontinuance and termination of Utility Services to the Subject Property. The Owner further understands that the obligations created under this Covenant run with the land and will apply equally to subsequent owners of the Subject Property. In order to ensure the ability of the City to enforce the provisions of this Covenant against the Owner or any subsequent owner of the Subject Property, the Owner agrees that the provisions of this Covenant shall serve as restrictive covenants against the Subject Property in favor of, and for the benefit of, the City.

NOW THEREFORE, in consideration of the provision of Utility Services by the City, the Owner hereby covenants as follows:

1. Recitals Incorporated. The above recitals are hereby incorporated in and made a part of this Covenant as fully as if set forth verbatim herein. These recitals are true and correct and the Owner is bound thereby. By signing this Covenant, the Owner acknowledges reading, understanding, and agreeing to each of the recitals. By and through the recording of this Covenant, all assigns and successors in interest in the Subject Property are determined to have read, understood, and agreed to each of the recitals.

2. Utility Services.

A. As used in this Covenant, "Utility Services" means and refers to any water, sewer or electric services, or any combination thereof, provided by the City pursuant to the terms of the Customer Agreement, including but not limited to, (i) ongoing water, sewer and electric service; (ii) a service tap from existing water or sewer lines, (iii) a service connection from an existing electric line, (iii) an extension of water or sewer mains or electric lines, or (iv) the issuance of a letter of willingness and capability to provide Utility Services.

B. Pursuant to the provisions of the Customer Agreement, the City has agreed to furnish Utility Services to the Subject Property upon the terms, conditions and covenants set forth therein, in addition to any other rates, classifications, policies, procedures, and terms of service applicable to Utility Services that the City has adopted or may in the future adopt and any subsequent amendments thereto. The Owner acknowledges that in no event shall the City be obligated to provide or continue to provide Utility Services to the Subject Property, or any portion thereof, if any obligation of the Owner contained in this Covenant is breached or any covenant made by the Owner in this Covenant is false. Any actions or statements made by the City (including the issuance of any letter of willingness and capability) in connection with providing Utility Services to the Subject Property is made subject to the terms of this Covenant, and if this Covenant is breached by the Owner then all such actions or statements may be, in the City's sole discretion, declared null and void and no reliance by any entity may be placed thereon.

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

The Owner covenants and agrees that he will sign any and every annexation petition which relates to the Subject Property (an "Annexation Petition") immediately upon presentation by the City. As used in this Covenant, an Annexation Petition shall be construed to relate to the Subject Property if the property to be annexed pursuant to and described in the Annexation Petition includes the Subject Property or any portion thereof. The Owner acknowledges that a purpose of this Covenant is to ensure, as a material benefit and consideration to the City, the Owner's full and complete cooperation with any effort to annex the Subject Property, and the Owner agrees, that upon request by the City, the 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 subsequent or additional successive Annexation Petitions in the event any prior annexation effort is unsuccessful. The Owner warrants and covenants that the Owner has not and will not subdivide the Subject Property, combine the Subject Property with other real property not subject to this Covenant, or otherwise manipulate the Subject Property to hinder or impede the City's ability to annex the Subject Property, and any attempt to do so will be considered a breach of this Covenant. This Covenant shall not be construed as prohibiting or inhibiting the subdivision of the Subject Property or the combination of the Subject Property with any other property; provided, however, upon any such division of the Subject Property, this Covenant shall apply to any additional properties derived from the Subject Property and upon the combination of the Subject Property, or any portion thereof, with any other real property this Covenant shall apply to the entirety of the resulting combined property, which shall thereafter be considered the Subject Property, or a portion thereof.

B. The Owner agrees that the obligations contained in this Covenant shall continue in full force and effect until the earlier of the following: (i) the Subject Property, in its entirety, has been successfully annexed into, and continuously lies within, the corporate limits of the City; or (ii) the Owner affirmatively requests in writing that (1) the Subject Property be permanently disconnected from the System, and (2) the Subject Property, in its entirety, is no longer served by the Utility Services.

C. The Owner is a person eighteen years of age, or older, or any firm or corporation, who or which is the sole owner of legal title to a present possessory interest in the Subject Property equal to a life estate or greater (expressly excluding leaseholds, easements, equitable interests, inchoate rights, dower rights, and future interests). Further, the Owner covenants and warrants that he will not transfer, alienate, devise, encumber, or otherwise affect title to the Subject Property for a period of seven days from the date of this Covenant, in order to allow the City time to have this Covenant recorded in the Office of the Register of Deeds for Oconee County, South Carolina. The Owner will inform any subsequent Owner of (i) the Subject Property, (ii) any portion of the Subject Property, or (iii) any real property that the Subject Property is made a part of, that the obligations contained in this Covenant continue and run with the land. A failure by the Owner to properly inform any successor in interest of the Subject Property of this Covenant shall not affect the validity or applicability of this Agreement with respect to any successor in interest, and any such successor in interest shall remain bound by the provisions hereof.

D. The Owner agrees that any breach of conditions of the Customer Agreement or any other agreements associated with the provision of Utility Services made in accordance with this Covenant, shall be a breach of this Covenant. Such conditions may include, but are not limited to, the following: (i) payment of applicable connection fees and surcharges as fixed by the City, (ii) general terms, conditions, and policies upon which Utility Service is made available by the City; and (iii) the payment to the City when due such water, sewer or electric charges, taxes, or fees as may be imposed from time to time.

E. The Owner agrees that the effectiveness of this Covenant will continue and survive any temporary disconnection, interruption, or termination of Utility Services by the City, except for a permanent termination of Utility Services pursuant to Section 3(B)(ii) above.

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9. **Owner's Use of Subject Property.** If the Owner changes the current use of the Subject Property to any different use, the City may, at its option, require additional approvals and conditions for continued Utility Service thereon.
10. **Default; Remedies.** As used in this Covenant, a default of this Covenant occurs immediately upon any breach, failure or nonoccurrence of any term, condition, obligation, affirmative act, covenant, representation or warranty. Immediately upon any default by the Owner, the City may, in its sole discretion, void this Covenant and thereby void any statements, actions or commitments by the City as to providing Utility Services to the Subject Property. Additionally, upon any default by the Owner, the City may elect to enforce this Covenant. If any effort to enforce the terms of this Covenant fails for any reason, the City may thereafter elect to rescind and void this Covenant. In the event this Covenant is rescinded or voided, the City shall be under no obligation to provide Utility Services or to continue to provide Utility Services to the Subject Property or any portion thereof. In the event of any default by the Owner of this Covenant, the City shall be entitled to recover from the Owner the costs and attorneys' fees incurred by the City as a result of or in response to the Owner's default.
11. **No Waiver.** 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.
12. **Remedies Cumulative.** Every right and remedy provided in this Covenant is distinct from and cumulative to every other right or remedy under this Covenant or available at law or in equity. The provision of certain rights and remedies in this Covenant does not abrogate, limit or affect any rights or remedies as provided at law or in equity. Every right and remedy may be exercised concurrently, independently or successively.
13. **Exhibits Incorporated by Reference.** All exhibits referenced in this Covenant are incorporated herein as integral parts of this Covenant and shall be considered reiterated herein as fully as if such provisions had been set forth verbatim in this Covenant.
14. **Copies.** A photostatic or other reproduction of this document shall be as effective, valid and conclusive as the original.
15. **Modification.** The terms of this Covenant may be modified in whole or in part only by a written instrument signed by the Owner and consented to by the City. Any oral agreement to modify this Covenant shall be void and of no force and effect.
16. **Captions.** The captions and headings of the Paragraphs of this Covenant are for convenience only and may not be used to interpret or define the provisions of this Covenant.
17. **Severability.** In the event that any provision or clause of this Covenant conflicts with any applicable law, the other provisions of this Covenant shall be given effect as fully as possible without the conflicting provision, and to this end the provisions of this Covenant are declared to be severable.
18. **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.
19. **Successors and Assigns.** The covenants and agreements contained in this Covenant and the obligations created hereunder shall ensure to the benefit of and be binding on the City, the Owner and all heirs, successors and assigns of the Owner to the Subject Property, or any part thereof.
20. **Governing Law and Forum.** The validity, construction and effect of this Covenant shall be governed by the laws of the State of South Carolina, and the Owner hereby consents to the exclusive jurisdiction of the courts of the State of South Carolina for resolution of any dispute arising hereunder.
21. **Sealed Instrument.** Owner agrees that by signing below he intends to place his hands and seals upon this Covenant and that this Covenant shall be considered in every respect to be a sealed instrument.
22. **Effective Date.** This Covenant shall be effective upon the date of the last party affixing his signature.

  
Initial  




TO THE MAYOR AND COUNCIL OF THE CITY OF WESTMINSTER, SOUTH CAROLINA:

The undersigned, being 100 percent of the freeholders owning 100percent of the assessed value of the property in the contiguous territory described below and shown on the attached plat or map, hereby petition for annexation of said territory to the City of Westminster by ordinance effective as soon hereafter as possible, pursuant to South Carolina Code of Laws Section 5-3-150 (3).

The territory to be annexed is described as follows: 650 Marcengill RD, Westminster

The property is designated as follows on the County tax parcel map(s)/property identification number(s): 249-00-03-013

It is requested that the property be zoned as follows: \_\_\_\_\_

Signature: [Handwritten Signature] Address: 650 Marcengill RD Date: 5/26/23

FOR MUNICIPAL USE:

Petition received by [Handwritten Signature] Date \_\_\_\_\_

Description and ownership verified by \_\_\_\_\_ Date \_\_\_\_\_

Recommendation Accept Date \_\_\_\_\_

By \_\_\_\_\_ Date \_\_\_\_\_

FILED OCONEE COUNTY, SC  
ANNA K. DAVISON  
REGISTER OF DEEDS

*C. Davis*

MAR 30 2023

2023 MAR 29 PM 1:37

Auditor, Oconee County S.C.



Barcode ID: 2324939 Type: DEE  
Recorded: 03/29/2023 at 01:37:00 PM  
Fee Amt: \$37.20  
Tax: \$22.20  
Oconee, South Carolina, Register Of Deeds  
Anna Davison - Register Of Deeds  
Page 1 of 2

FOR OFFICE USE ONLY  
THIS PROPERTY DESIGNATED AS  
MAP 249 SUB 00 BLK 03 PARC 013  
ON OCONEE COUNTY TAX MAPS  
*[Signature]*  
OCONEE COUNTY ASSESSOR

BK **2923** PG **195-196**

[Space Above This Line For Recording Data]

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF OCONEE ) WARRANTY DEED

GRANTEE'S ADDRESS: *111 Mc Nair Dr.  
Westminster SC 29693*

KNOW ALL MEN BY THESE PRESENTS, That we, Brian K. Sanford and Joshua E. Sanford, in the State aforesaid, for and in consideration of the sum of SIX THOUSAND AND 00/100 (\$6,000.00) DOLLARS, to paid by Shellie O'Kelley Fassett and Jeremy Dueane Fassett, as joint tenants with the right of survivorship, and not as tenants in common, in the State aforesaid (the receipt whereof is hereby acknowledged), have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto the said

Shellie O'Kelley Fassett and Jeremy Dueane Fassett,  
as joint tenants with the right of survivorship, and not as tenants in common, their heirs and assigns forever:

ALL that certain piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Oconee, lying just west of the City Limits of the Town of Westminster, and being known and designated as Lot No. 2 of a subdivision of the property of J. C. Freeman as shown on a plat thereof by Harry U. Earle, RLS dated January 5, 1961 and recorded in Plat Book T, page 147, records of Oconee County, South Carolina.

This being the identical property conveyed unto Brian K. Sanford and Joshua E. Sanford by deed of Teresa Faye Pressley Webb dated November 24, 2021 and recorded November 30, 2021 in Deed Book 2755, page 228, records of Oconee County, South Carolina.

TMS #249-00-03-013

FURTHER THIS CONVEYANCE is specifically made subject to any and all easements, restrictions, covenants, conditions, rights of way, zoning rules and laws and regulations, any of which may be found of record in the Office of the Clerk of Court for Oconee County, South Carolina.

MJM Law, LLC dba Merrell Jahn & McDuff  
Attorneys at Law

119B Professional Park Drive  
Seneca, SC 29678

*15<sup>00</sup>*  
*012469*

OCONEE COUNTY  
STATE TAX 15.60  
COUNTY TAX 6.60  
EXEMPT \_\_\_\_\_



TOGETHER with all and singular, the rights, members, hereditaments and appurtenances to the said premises belonging or in anywise incident or appertaining.

TO HAVE AND TO HOLD all and singular the premises before mentioned unto the said Shellie O'Kelley Fassett and Jeremy Dueane Fassett, as joint tenants with the right of survivorship, and not as tenants in common, their heirs and assigns forever.

And we do hereby bind ourselves and our Heirs, Personal Representatives and Administrators, to warrant and forever defend all and singular the said premises unto the said Shellie O'Kelley Fassett and Jeremy Dueane Fassett, as joint tenants with the right of survivorship, and not as tenants in common, their heirs and assigns forever, against us and our Heirs, Successors and Assigns, and against every person whomsoever lawfully claiming, or to claim, the same or any part thereof.

WITNESS our Hands and Seals this 29th day of March, in the year of our Lord Two Thousand Twenty-three.

Signed, Sealed and Delivered in the presence of

*[Handwritten signature]*  
\_\_\_\_\_  
*[Handwritten signature]*  
\_\_\_\_\_

*Brian K. Sanford* (SEAL)  
\_\_\_\_\_  
Brian K. Sanford

*Joshua E. Sanford* (SEAL)  
\_\_\_\_\_  
Joshua E. Sanford

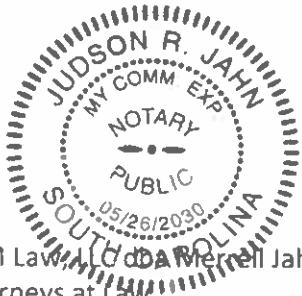
FILED OCONEE COUNTY, SC  
ANNA K. DAVISON  
REGISTER OF DEEDS  
2023 MAR 29 PM 1:37

STATE OF SOUTH CAROLINA )  
  )  
COUNTY OF OCONEE            )

ACKNOWLEDGEMENT

I, Judson Jahn, a Notary Public for South Carolina, do hereby certify that Brian K. Sanford and Joshua E. Sanford personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 29th day of March, 2023.



*[Handwritten signature]*  
\_\_\_\_\_  
Notary for South Carolina  
My Commission Expires: 5-26-30

MJM Law, LLC  
Attorneys at Law  
Judson R. Jahn & McDuff

119B Professional Park Drive  
Seneca, SC 29678



TO THE MAYOR AND COUNCIL OF THE CITY OF WESTMINSTER, SOUTH CAROLINA:

The undersigned, being 100 percent of the freeholders owning 100percent of the assessed value of the property in the contiguous territory described below and shown on the attached plat or map, hereby petition for annexation of said territory to the City of Westminster by ordinance effective as soon hereafter as possible, pursuant to South Carolina Code of Laws Section 5-3-150 (3).

The territory to be annexed is described as follows: 650 Marcensill

The property is designated as follows on the County tax parcel map(s)/property identification number(s): 2490003013

It is requested that the property be zoned as follows: R-25

Signature: [Handwritten Signature] Address: 650 Marcensill Date: 2-4-2022

FOR MUNICIPAL USE:

Petition received by: Covenant Date: 2-4-2022

Description and ownership verified by: owner Date: 2-4-2022

Recommendation: Approved Date: [blank]

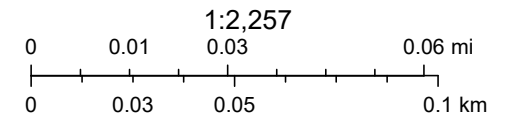
By: Stephanie Helms Date: 2-4-2022

# Item 6: 650 Marcengill Road



7/11/2024, 12:41:04 PM

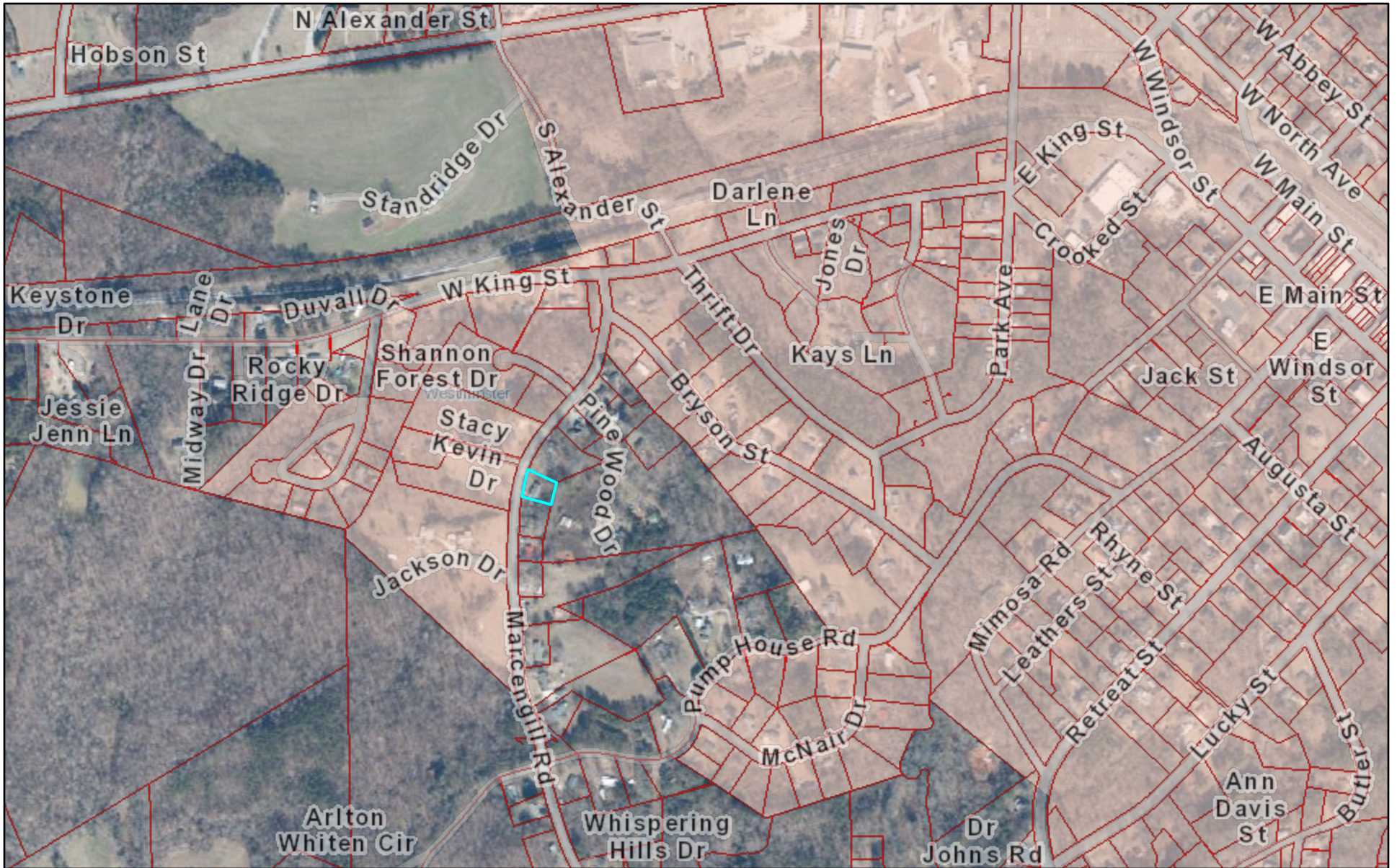
- Addresses
- Buildings\_2020
- Roads
- Land Hooks
- Parcels
- Municipalities
  - Seneca
  - West Union
  - Walhalla
  - Westminster
  - Salem



Imagery collected in 2023 by Kucera International. Imagery is managed by Adam DeMars, South Carolina State GIS Coordinator and hosted by Esri.,

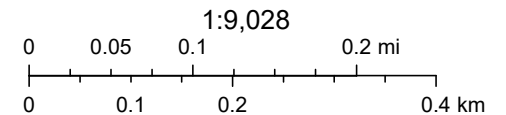
OCSCGIS

# Item 6: 650 Marcengill Road Out



7/11/2024, 12:41:32 PM

- Roads
- Parcels
- Seneca
- West Union
- Land Hooks
- Walhalla
- Westminster
- Salem



Imagery collected in 2023 by Kucera International. Imagery is managed by Adam DeMars, South Carolina State GIS Coordinator and hosted by Esri.,

OCSCGIS

City of Westminster  
2022

# CONTRACT FOR PROVISION OF SERVICES TO OUT OF CITY CUSTOMER DECLARATION OF COVENANT REGARDING UTILITIES AND ANNEXATION

THIS CONTRACT is entered into as of the 24th Day of January, 2022 by James R Moore and the City of Westminster, S.C.

WITNESSETH:

Whereas, James R Moore Sr is the owner of that certain tract or parcel of land located in Oconee County, South Carolina, more particularly described as Tax Map # 234-03-01-010 and Street Address 198 Nova Circle Westminster SC 29693 and...

Whereas the owner desires to install or have installed or continue its connection to City utilities and services and...

Whereas the City agrees to service or continue to service the owner's property solely and only upon the condition that the property be annexed into the City of Westminster. However, should annexation not be immediately possible, the owner solemnly contracts, covenants and agrees that as an absolute to the delivery and continuance of water and other City services to his property, he shall sign a valid annexation petition presented to him, at any future date, without delay. The owner further agrees and understands that this contract includes all future structures, or improvements which maybe made upon these lands.

The signing of this document does not entitle the owner to any special rates or services of the municipality including Police/Fire until said annexations actually take place and becomes effective. The signing of this contract does not waive any rates for out-of-city customers in effect by the City of Westminster.

It shall be further understood that the covenants and agreements contained herein are not personal, but run with the land and will be binding upon the owner's successor's interest in the property.

It should be clearly understood that should the owner attempt to forfeit this agreement in any way, the City reserves the right to similarly forfeit, abandon, or otherwise cut off all municipal services to said property, on an immediate basis, and may further pursue breach of other legal remedies as may be available to it under the process of law.

In witness whereof, owners have executed the contract and declaration as of the first date written above, and it shall be full force and effect from and after this date.

Deborah Overton  
WITNESS FOR CITY  
Kiley Carter  
ADDITIONAL WITNESS FOR CITY  
Stephanie Holbrooks  
WITNESS FOR OWNER  
Deborah Overton  
ADDITIONAL WITNESS FOR OWNER

Customer Service Rep  
CITY OF WESTMINSTER EMPLOYEE TITLE  
Stephanie Holbrooks  
CITY OF WESTMINSTER EMPLOYEE SIGNATURE  
James R Moore Sr  
OWNER OF PROPERTY SIGNATURE  
James R Moore Sr  
OWNER OF PROPERTY SIGNATURE

2022 MAR -4 AM 11:50  
ANNA K. DAVISON  
REGISTER OF DEEDS

STATE OF SOUTH CAROLINA  
COUNTY OF OCONEE

### ACKNOWLEDGMENT AS TO OWNER(S)

I, Rebecca Overton, Notary Public for the State of South Carolina, do hereby certify that James R Moore (Owner(s) of Property) personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Deborah Overton  
Notary Public of South Carolina  
My Commission Expires: 1/22/2031

STATE OF SOUTH CAROLINA  
COUNTY OF OCONEE

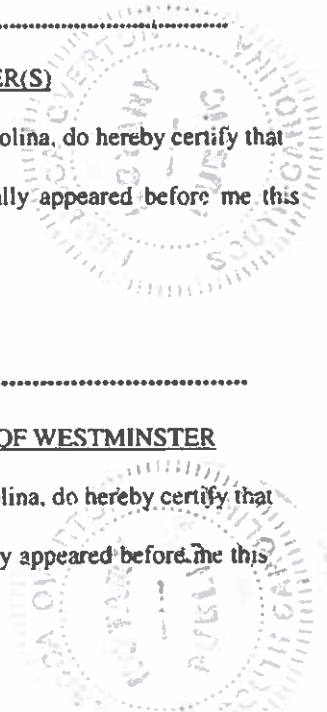
### ACKNOWLEDGMENT AS TO CITY OF WESTMINSTER

I, Rebecca Overton, Notary Public for the State of South Carolina, do hereby certify that Stephanie Holbrooks (City of Westminster Employee) personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Deborah Overton  
Notary Public of South Carolina  
My Commission Expires: 1/22/2031

The City hereby accepts the Declaration of Annexation Covenant set forth herein.

KW Sr  
City Administrator  
1/27/2022



Barcode ID: 2201845 Type: DEE  
Recorded: 03/04/2022 at 11:50:00 AM  
Fee Amt: \$25.00  
Oconee, South Carolina, Register Of Deeds Off  
Anna Davison - Register Of Deeds  
Page 1 of 3

BK **2786** PG **320-322**

THIS DECLARATION OF ANNEXATION COVENANT (this "Covenant") is made this \_\_\_ day of \_\_\_\_\_ 20\_\_ between the City of Westminster, South Carolina (the "City"), and the person or entity described below, including all successors in interest and assigns, having legal title to a present possessory interest in real estate equal to a life estate or greater, or any other designation as set forth in the Section 5-3-240 of the South Carolina Code of Laws 1976, as amended, or as set forth through judicial interpretation in South Carolina case law (the "Owner"):

RECITALS:

WHEREAS, the real property located at \_\_\_\_\_ having Tax Map Number \_\_\_\_\_ (as further described herein at Exhibit A, the "Subject Property"), belonging to the Owner, is located outside the City's corporate limits but is located in an area in which annexation into the City is or may become appropriate. The City is under no obligation to furnish Utility Services (as defined herein) to properties located outside of the City's corporate limits, but may do so by contract with individual property owners

WHEREAS, the Owner wishes to obtain Utility Services from the City by contract without the necessity of waiting until the Subject Property may be annexed into the City, and the Owner has entered into an agreement (the "Customer Agreement") with the City in order to secure one or more of the Utility Services for the Subject Property. In consideration for the City's provision of Utility Services to the Subject Property and the connection of the Subject Property to the City's combined utility system (the "System"), the Owner agrees, pursuant to the provisions of this Covenant, to take such action as is necessary to request annexation into the City at such time as the Subject Property becomes contiguous to the City's corporate limits. This Covenant shall be binding upon any and all assigns or successors in interest to the Owner's ownership interest in the Subject Property.

WHEREAS, Owner understands that the obligation to execute any and every annexation petition relating to the Subject Property, when presented, is a requirement for Utility Services outside the City, and that failure to satisfy this obligation may, at the election of the City, cause discontinuance and termination of Utility Services to the Subject Property. The Owner further understands that the obligations created under this Covenant run with the land and will apply equally to subsequent owners of the Subject Property. In order to ensure the ability of the City to enforce the provisions of this Covenant against the Owner or any subsequent owner of the Subject Property, the Owner agrees that the provisions of this Covenant shall serve as restrictive covenants against the Subject Property in favor of, and for the benefit of, the City.

NOW THEREFORE, in consideration of the provision of Utility Services by the City, the Owner hereby covenants as follows

1. **Recitals Incorporated.** The above recitals are hereby incorporated in and made a part of this Covenant as fully as if set forth verbatim herein. These recitals are true and correct and the Owner is bound thereby. By signing this Covenant, the Owner acknowledges reading, understanding, and agreeing to each of the recitals. By and through the recording of this Covenant, all assigns and successors in interest in the Subject Property are determined to have read, understood, and agreed to each of the recitals.
2. **Utility Services.**

A. As used in this Covenant, "Utility Services" means and refers to any water, sewer or electric services, or any combination thereof, provided by the City pursuant to the terms of the Customer Agreement, including but not limited to, (i) ongoing water, sewer and electric service; (ii) a service tap from existing water or sewer lines, (iii) a service connection from an existing electric line, (iii) an extension of water or sewer mains or electric lines, or (iv) the issuance of a letter of willingness and capability to provide Utility Services

B. Pursuant to the provisions of the Customer Agreement, the City has agreed to furnish Utility Services to the Subject Property upon the terms, conditions and covenants set forth therein, in addition to any other rates, classifications, policies, procedures, and terms of service applicable to Utility Services that the City has adopted or may in the future adopt and any subsequent amendments thereto. The Owner acknowledges that in no event shall the City be obligated to provide or continue to provide Utility Services to the Subject Property, or any portion thereof, if any obligation of the Owner contained in this Covenant is breached or any covenant made by the Owner in this Covenant is false. Any actions or statements made by the City (including the issuance of any letter of willingness and capability) in connection with providing Utility Services to the Subject Property is made subject to the terms of this Covenant, and if this Covenant is breached by the Owner then all such actions or statements may be, in the City's sole discretion, declared null and void and no reliance by any entity may be placed thereon.

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

The Owner covenants and agrees that he will sign any and every annexation petition which relates to the Subject Property (an "Annexation Petition") immediately upon presentation by the City. As used in this Covenant, an Annexation Petition shall be construed to relate to the Subject Property if the property to be annexed pursuant to and described in the Annexation Petition includes the Subject Property or any portion thereof. The Owner acknowledges that a purpose of this Covenant is to ensure, as a material benefit and consideration to the City, the Owner's full and complete cooperation with any effort to annex the Subject Property, and the Owner agrees, that upon request by the City, the 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 subsequent or additional successive Annexation Petitions in the event any prior annexation effort is unsuccessful. The Owner warrants and covenants that the Owner has not and will not subdivide the Subject Property, combine the Subject Property with other real property not subject to this Covenant, or otherwise manipulate the Subject Property to hinder or impede the City's ability to annex the Subject Property, and any attempt to do so will be considered a breach of this Covenant. This Covenant shall not be construed as prohibiting or inhibiting the subdivision of the Subject Property or the combination of the Subject Property with any other property; provided, however, upon any such division of the Subject Property, this Covenant shall apply to any additional properties derived from the Subject Property and upon the combination of the Subject Property, or any portion thereof, with any other real property this Covenant shall apply to the entirety of the resulting combined property, which shall thereafter be considered the Subject Property, or a portion thereof.

B. The Owner agrees that the obligations contained in this Covenant shall continue in full force and effect until the earlier of the following: (i) the Subject Property, in its entirety, has been successfully annexed into, and continuously lies within, the corporate limits of the City; or (ii) the Owner affirmatively requests in writing that (1) the Subject Property be permanently disconnected from the System, and (2) the Subject Property, in its entirety, is no longer served by the Utility Services.

C. The Owner is a person eighteen years of age, or older, or any firm or corporation, who or which is the sole owner of legal title to a present possessory interest in the Subject Property equal to a life estate or greater (expressly excluding leaseholds, easements, equitable interests, inchoate rights, dower rights, and future interests). Further, the Owner covenants and warrants that he will not transfer, alienate, devise, encumber, or otherwise affect title to the Subject Property for a period of seven days from the date of this Covenant, in order to allow the City time to have this Covenant recorded in the Office of the Register of Deeds for Oconee County, South Carolina. The Owner will inform any subsequent Owner of (i) the Subject Property, (ii) any portion of the Subject Property, or (iii) any real property that the Subject Property is made a part of, that the obligations contained in this Covenant continue and run with the land. A failure by the Owner to properly inform any successor in interest of the Subject Property of this Covenant shall not affect the validity or applicability of this Agreement with respect to any successor in interest, and any such successor in interest shall remain bound by the provisions hereof.

D. The Owner agrees that any breach of conditions of the Customer Agreement or any other agreements associated with the provision of Utility Services made in accordance with this Covenant, shall be a breach of this Covenant. Such conditions may include, but are not limited to, the following: (i) payment of applicable connection fees and surcharges as fixed by the City, (ii) general terms, conditions, and policies upon which Utility Service is made available by the City; and (iii) the payment to the City when due such water, sewer or electric charges, taxes, or fees as may be imposed from time to time.

E. The Owner agrees that the effectiveness of this Covenant will continue and survive any temporary disconnection, interruption, or termination of Utility Services by the City, except for a permanent termination of Utility Services pursuant to Section 3(B)(ii) above

4. **Restrictive Covenant.** THE OWNER HEREBY IMPOSES UPON THE SUBJECT PROPERTY FOR THE BENEFIT OF THE CITY 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 COVENANT. THIS COVENANT SHALL CONTINUE IN FULL FORCE AND EFFECT UNTIL THE EARLIER OF THE FOLLOWING: (I) THE SUBJECT PROPERTY, IN ITS ENTIRETY, HAS BEEN SUCCESSFULLY ANNEXED INTO AND LIES CONTINUOUSLY WITHIN THE CORPORATE LIMITS OF THE CITY; OR (II) THE SUBJECT PROPERTY, IN ITS ENTIRETY, IS NO LONGER BEING SERVED BY UTILITY SERVICES. ANY AND EVERY FUTURE OWNER OF THE SUBJECT PROPERTY, OR ANY PART THEREOF, IS BOUND BY THE TERMS CONTAINED IN THIS COVENANT BY ACCEPTANCE OF A DEED TO THE SUBJECT PROPERTY, OR PORTION THEREOF, THAT IS SUBJECT TO THIS RESTRICTIVE COVENANT.

5. **Recordation of Covenant.** The Owner hereby expressly agrees and directs that this Covenant and description of the Subject Property be recorded in the real estate records in the Office of the Register of Deeds for Oconee County, South Carolina, so as to give record notice to any future prospective purchaser of the Subject Property that this Covenant is an obligation upon the land and runs with the land until the occurrence of either of the two events set forth in the preceding paragraphs

6. **Description of Property.** This Covenant and restrictive covenant apply to the Subject Property as it is more fully described on the attached Exhibit A.

7. **Grant of Right of Way.** The Owner grants the City a right-of-way on and through the Subject Property as reasonably necessary for the City's operation of the System in order to provide Utility Services to the Subject Property. In the event a standard grant of right-of-way has not been executed by the Owner before execution of this Covenant, the Owner agrees, upon request, to execute a standard right-of-way to further document and describe the specific location and rights associated therewith.

- 8 **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, the Owner hereby irrevocably appoints the City Administrator of the City of Westminster, South Carolina, Attorney in Fact for the Owner of the Subject Property with full power to sign any Annexation Petition upon the request of the City.
- 9 **Owner's Use of Subject Property** If the Owner changes the current use of the Subject Property to any different use, the City may, at its option, require additional approvals and conditions for continued Utility Service thereon.
- 10 **Default; Remedies** As used in this Covenant, a default of this Covenant occurs immediately upon any breach, failure or nonoccurrence of any term, condition, obligation, affirmative act, covenant, representation or warranty. Immediately upon any default by the Owner, the City may, in its sole discretion, void this Covenant and thereby void any statements, actions or commitments by the City as to providing Utility Services to the Subject Property. Additionally, upon any default by the Owner, the City may elect to enforce this Covenant. If any effort to enforce the terms of this Covenant fails for any reason, the City may thereafter elect to rescind and void this Covenant. In the event this Covenant is rescinded or voided, the City shall be under no obligation to provide Utility Services or to continue to provide Utility Services to the Subject Property or any portion thereof. In the event of any default by the Owner of this Covenant, the City shall be entitled to recover from the Owner the costs and attorneys' fees incurred by the City as a result of or in response to the Owner's default.
- 11 **No Waiver** 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 do act.
- 12 **Remedies Cumulative** Every right and remedy provided in this Covenant is distinct from and cumulative to every other right or remedy under this Covenant or available at law or in equity. The provision of certain rights and remedies in this Covenant does not abrogate, limit or affect any rights or remedies as provided at law or in equity. Every right and remedy may be exercised concurrently, independently or successively.
- 13 **Exhibits Incorporated by Reference** All exhibits referenced in this Covenant are incorporated herein as integral parts of this Covenant and shall be considered reiterated herein as fully as if such provisions had been set forth verbatim in this Covenant.
- 14 **Copies** A photostatic or other reproduction of this document shall be as effective, valid and conclusive as the original.
- 15 **Modification** The terms of this Covenant may be modified in whole or in part only by a written instrument signed by the Owner and consented to by the City. Any oral agreement to modify this Covenant shall be void and of no force and effect.
- 16 **Captions** The captions and headings of the Paragraphs of this Covenant are for convenience only and may not be used to interpret or define the provisions of this Covenant.
- 17 **Severability** In the event that any provision or clause of this Covenant conflicts with any applicable law, the other provisions of this Covenant shall be given effect as fully as possible without the conflicting provision, and to this end the provisions of this Covenant are declared to be severable.
- 18 **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.
- 19 **Successors and Assigns** The covenants and agreements contained in this Covenant and the obligations created hereunder shall ensure to the benefit of and be binding on the City, the Owner and all heirs, successors and assigns of the Owner to the Subject Property, or any part thereof.
- 20 **Governing Law and Forum** The validity, construction and effect of this Covenant shall be governed by the laws of the State of South Carolina, and the Owner hereby consents to the exclusive jurisdiction of the courts of the State of South Carolina for resolution of any dispute arising hereunder.
- 21 **Sealed Instrument** Owner agrees that by signing below he intends to place his hands and seals upon this Covenant and that this Covenant shall be considered in every respect to be a sealed instrument.
- 22 **Effective Date** This Covenant shall be effective upon the date of the last party affixing his signature.



FILED OCONEE COUNTY, SC  
 ANNA K. DAVISON  
 REGISTER OF DEEDS  
 2022 MAR -4 AM 11:50



TO THE MAYOR AND COUNCIL OF THE CITY OF WESTMINSTER, SOUTH CAROLINA:

The undersigned, being 100 percent of the freeholders owning 100percent of the assessed value of the property in the contiguous territory described below and shown on the attached plat or map, hereby petition for annexation of said territory to the City of Westminster by ordinance effective as soon hereafter as possible, pursuant to South Carolina Code of Laws Section 5-3-150 (3).

The territory to be annexed is described as follows: 198 Nina Circle Westminster SC 29693

The property is designated as follows on the County tax parcel map(s)/property identification number(s): 239-03-01-010

It is requested that the property be zoned as follows: Mobile Home

Signature: [Handwritten Signature] Address: 9112 West Oak Hwy Seneca SC 29678 Date: 01/24/2022

FOR MUNICIPAL USE:

Petition received by: Covenant Date: 1-24-2022
Description and ownership verified by: owner Date: 1-24-2022
Recommendation: Approved
By: Stephen Williams Date: 1-24-2022



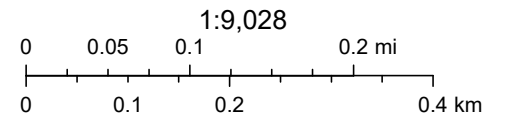


# Item 7: 311 Cornelia Avenue Out



7/11/2024, 12:44:41 PM

- Roads
- Land Hooks
- ▭ Parcels
- ▭ Municipalities
- ▭ Seneca
- ▭ Walhalla
- ▭ West Union
- ▭ Westminster
- ▭ Salem



Imagery collected in 2023 by Kucera International. Imagery is managed by Adam DeMars, South Carolina State GIS Coordinator and hosted by Esri.,

OCSCGIS

City of Westminster  
2022  
014043

# CONTRACT FOR PROVISION OF SERVICES TO OUT OF CITY CUSTOMER DECLARATION OF COVENANT REGARDING UTILITIES AND ANNEXATION

THIS CONTRACT is entered into as of the 24th Day of January, 2022 by James R Moore and the City of Westminster, S.C.

WITNESSETH:

Whereas, James R Moore Sr is the owner of that certain tract or parcel of land located in Oconee County, South Carolina, more particularly described as Tax Map # 234-03-01-010 and Street Address 198 Nova Circle Westminster SC 29693 and...

Whereas the owner desires to install or have installed or continue its connection to City utilities and services and...

Whereas the City agrees to service or continue to service the owner's property solely and only upon the condition that the property be annexed into the City of Westminster. However, should annexation not be immediately possible, the owner solemnly contracts, covenants and agrees that as an absolute to the delivery and continuance of water and other City services to his property, he shall sign a valid annexation petition presented to him, at any future date, without delay. The owner further agrees and understands that this contract includes all future structures, or improvements which maybe made upon these lands.

The signing of this document does not entitle the owner to any special rates or services of the municipality including Police/Fire until said annexations actually take place and becomes effective. The signing of this contract does not waive any rates for out-of-city customers in effect by the City of Westminster.

It shall be further understood that the covenants and agreements contained herein are not personal, but run with the land and will be binding upon the owner's successor's interest in the property.

It should be clearly understood that should the owner attempt to forfeit this agreement in any way, the City reserves the right to similarly forfeit, abandon, or otherwise cut off all municipal services to said property, on an immediate basis, and may further pursue breach of other legal remedies as may be available to it under the process of law.

In witness whereof, owners have executed the contract and declaration as of the first date written above, and it shall be full force and effect from and after this date.

Deborah Overton  
WITNESS FOR CITY  
Kiley Carter  
ADDITIONAL WITNESS FOR CITY  
Stephanie Holbrooks  
WITNESS FOR OWNER  
Deborah Overton  
ADDITIONAL WITNESS FOR OWNER

Customer Service Rep  
CITY OF WESTMINSTER EMPLOYEE TITLE  
Stephanie Holbrooks  
CITY OF WESTMINSTER EMPLOYEE SIGNATURE  
James R Moore Sr  
OWNER OF PROPERTY SIGNATURE  
James R Moore Sr  
OWNER OF PROPERTY SIGNATURE

2022 MAR -4 AM 11:50  
ANNA K. DAVISON  
REGISTER OF DEEDS

STATE OF SOUTH CAROLINA  
COUNTY OF OCONEE

### ACKNOWLEDGMENT AS TO OWNER(S)

I, Rebecca Overton, Notary Public for the State of South Carolina, do hereby certify that James R Moore (Owner(s) of Property) personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Deborah Overton  
Notary Public of South Carolina  
My Commission Expires: 1/22/2031

STATE OF SOUTH CAROLINA  
COUNTY OF OCONEE

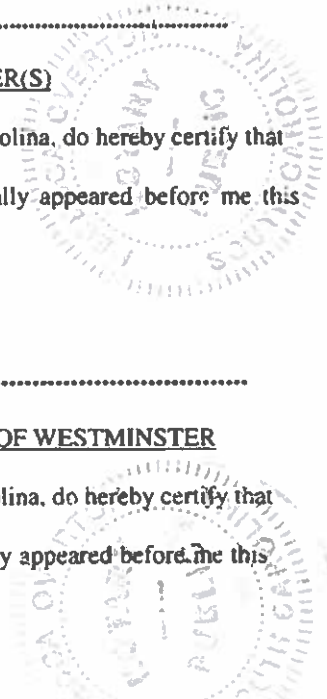
### ACKNOWLEDGMENT AS TO CITY OF WESTMINSTER

I, Rebecca Overton, Notary Public for the State of South Carolina, do hereby certify that Stephanie Holbrooks (City of Westminster Employee) personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Deborah Overton  
Notary Public of South Carolina  
My Commission Expires: 1/22/2031

The City hereby accepts the Declaration of Annexation Covenant set forth herein.

KW Sr  
City Administrator  
1/27/2022



Barcode ID: 2201845 Type: DEE  
Recorded: 03/04/2022 at 11:50:00 AM  
Fee Amt: \$25.00  
Oconee, South Carolina, Register Of Deeds Off  
Anna Davison - Register Of Deeds  
Page 1 of 3

BK **2786** PG **320-322**

THIS DECLARATION OF ANNEXATION COVENANT (this "Covenant") is made this \_\_\_ day of \_\_\_\_\_ 20\_\_ between the City of Westminster, South Carolina (the "City"), and the person or entity described below, including all successors in interest and assigns, having legal title to a present possessory interest in real estate equal to a life estate or greater, or any other designation as set forth in the Section 5-3-240 of the South Carolina Code of Laws 1976, as amended, or as set forth through judicial interpretation in South Carolina case law (the "Owner"):

RECITALS:

WHEREAS, the real property located at \_\_\_\_\_ having Tax Map Number \_\_\_\_\_ (as further described herein at Exhibit A, the "Subject Property"), belonging to the Owner, is located outside the City's corporate limits but is located in an area in which annexation into the City is or may become appropriate. The City is under no obligation to furnish Utility Services (as defined herein) to properties located outside of the City's corporate limits, but may do so by contract with individual property owners

WHEREAS, the Owner wishes to obtain Utility Services from the City by contract without the necessity of waiting until the Subject Property may be annexed into the City, and the Owner has entered into an agreement (the "Customer Agreement") with the City in order to secure one or more of the Utility Services for the Subject Property. In consideration for the City's provision of Utility Services to the Subject Property and the connection of the Subject Property to the City's combined utility system (the "System"), the Owner agrees, pursuant to the provisions of this Covenant, to take such action as is necessary to request annexation into the City at such time as the Subject Property becomes contiguous to the City's corporate limits. This Covenant shall be binding upon any and all assigns or successors in interest to the Owner's ownership interest in the Subject Property.

WHEREAS, Owner understands that the obligation to execute any and every annexation petition relating to the Subject Property, when presented, is a requirement for Utility Services outside the City, and that failure to satisfy this obligation may, at the election of the City, cause discontinuance and termination of Utility Services to the Subject Property. The Owner further understands that the obligations created under this Covenant run with the land and will apply equally to subsequent owners of the Subject Property. In order to ensure the ability of the City to enforce the provisions of this Covenant against the Owner or any subsequent owner of the Subject Property, the Owner agrees that the provisions of this Covenant shall serve as restrictive covenants against the Subject Property in favor of, and for the benefit of, the City.

NOW THEREFORE, in consideration of the provision of Utility Services by the City, the Owner hereby covenants as follows

1. **Recitals Incorporated.** The above recitals are hereby incorporated in and made a part of this Covenant as fully as if set forth verbatim herein. These recitals are true and correct and the Owner is bound thereby. By signing this Covenant, the Owner acknowledges reading, understanding, and agreeing to each of the recitals. By and through the recording of this Covenant, all assigns and successors in interest in the Subject Property are determined to have read, understood, and agreed to each of the recitals.

2. **Utility Services.**

A. As used in this Covenant, "Utility Services" means and refers to any water, sewer or electric services, or any combination thereof, provided by the City pursuant to the terms of the Customer Agreement, including but not limited to, (i) ongoing water, sewer and electric service; (ii) a service tap from existing water or sewer lines, (iii) a service connection from an existing electric line, (iii) an extension of water or sewer mains or electric lines, or (iv) the issuance of a letter of willingness and capability to provide Utility Services

B. Pursuant to the provisions of the Customer Agreement, the City has agreed to furnish Utility Services to the Subject Property upon the terms, conditions and covenants set forth therein, in addition to any other rates, classifications, policies, procedures, and terms of service applicable to Utility Services that the City has adopted or may in the future adopt and any subsequent amendments thereto. The Owner acknowledges that in no event shall the City be obligated to provide or continue to provide Utility Services to the Subject Property, or any portion thereof, if any obligation of the Owner contained in this Covenant is breached or any covenant made by the Owner in this Covenant is false. Any actions or statements made by the City (including the issuance of any letter of willingness and capability) in connection with providing Utility Services to the Subject Property is made subject to the terms of this Covenant, and if this Covenant is breached by the Owner then all such actions or statements may be, in the City's sole discretion, declared null and void and no reliance by any entity may be placed thereon.

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

The Owner covenants and agrees that he will sign any and every annexation petition which relates to the Subject Property (an "Annexation Petition") immediately upon presentation by the City. As used in this Covenant, an Annexation Petition shall be construed to relate to the Subject Property if the property to be annexed pursuant to and described in the Annexation Petition includes the Subject Property or any portion thereof. The Owner acknowledges that a purpose of this Covenant is to ensure, as a material benefit and consideration to the City, the Owner's full and complete cooperation with any effort to annex the Subject Property, and the Owner agrees, that upon request by the City, the 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 subsequent or additional successive Annexation Petitions in the event any prior annexation effort is unsuccessful. The Owner warrants and covenants that the Owner has not and will not subdivide the Subject Property, combine the Subject Property with other real property not subject to this Covenant, or otherwise manipulate the Subject Property to hinder or impede the City's ability to annex the Subject Property, and any attempt to do so will be considered a breach of this Covenant. This Covenant shall not be construed as prohibiting or inhibiting the subdivision of the Subject Property or the combination of the Subject Property with any other property; provided, however, upon any such division of the Subject Property, this Covenant shall apply to any additional properties derived from the Subject Property and upon the combination of the Subject Property, or any portion thereof, with any other real property this Covenant shall apply to the entirety of the resulting combined property, which shall thereafter be considered the Subject Property, or a portion thereof.

B. The Owner agrees that the obligations contained in this Covenant shall continue in full force and effect until the earlier of the following: (i) the Subject Property, in its entirety, has been successfully annexed into, and continuously lies within, the corporate limits of the City; or (ii) the Owner affirmatively requests in writing that (1) the Subject Property be permanently disconnected from the System, and (2) the Subject Property, in its entirety, is no longer served by the Utility Services.

C. The Owner is a person eighteen years of age, or older, or any firm or corporation, who or which is the sole owner of legal title to a present possessory interest in the Subject Property equal to a life estate or greater (expressly excluding leaseholds, easements, equitable interests, inchoate rights, dower rights, and future interests). Further, the Owner covenants and warrants that he will not transfer, alienate, devise, encumber, or otherwise affect title to the Subject Property for a period of seven days from the date of this Covenant, in order to allow the City time to have this Covenant recorded in the Office of the Register of Deeds for Oconee County, South Carolina. The Owner will inform any subsequent Owner of (i) the Subject Property, (ii) any portion of the Subject Property, or (iii) any real property that the Subject Property is made a part of, that the obligations contained in this Covenant continue and run with the land. A failure by the Owner to properly inform any successor in interest of the Subject Property of this Covenant shall not affect the validity or applicability of this Agreement with respect to any successor in interest, and any such successor in interest shall remain bound by the provisions hereof.

D. The Owner agrees that any breach of conditions of the Customer Agreement or any other agreements associated with the provision of Utility Services made in accordance with this Covenant, shall be a breach of this Covenant. Such conditions may include, but are not limited to, the following: (i) payment of applicable connection fees and surcharges as fixed by the City, (ii) general terms, conditions, and policies upon which Utility Service is made available by the City; and (iii) the payment to the City when due such water, sewer or electric charges, taxes, or fees as may be imposed from time to time.

E. The Owner agrees that the effectiveness of this Covenant will continue and survive any temporary disconnection, interruption, or termination of Utility Services by the City, except for a permanent termination of Utility Services pursuant to Section 3(B)(ii) above

4. **Restrictive Covenant.** THE OWNER HEREBY IMPOSES UPON THE SUBJECT PROPERTY FOR THE BENEFIT OF THE CITY 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 COVENANT. THIS COVENANT SHALL CONTINUE IN FULL FORCE AND EFFECT UNTIL THE EARLIER OF THE FOLLOWING: (I) THE SUBJECT PROPERTY, IN ITS ENTIRETY, HAS BEEN SUCCESSFULLY ANNEXED INTO AND LIES CONTINUOUSLY WITHIN THE CORPORATE LIMITS OF THE CITY; OR (II) THE SUBJECT PROPERTY, IN ITS ENTIRETY, IS NO LONGER BEING SERVED BY UTILITY SERVICES. ANY AND EVERY FUTURE OWNER OF THE SUBJECT PROPERTY, OR ANY PART THEREOF, IS BOUND BY THE TERMS CONTAINED IN THIS COVENANT BY ACCEPTANCE OF A DEED TO THE SUBJECT PROPERTY, OR PORTION THEREOF, THAT IS SUBJECT TO THIS RESTRICTIVE COVENANT.

5. **Recordation of Covenant.** The Owner hereby expressly agrees and directs that this Covenant and description of the Subject Property be recorded in the real estate records in the Office of the Register of Deeds for Oconee County, South Carolina, so as to give record notice to any future prospective purchaser of the Subject Property that this Covenant is an obligation upon the land and runs with the land until the occurrence of either of the two events set forth in the preceding paragraphs

6. **Description of Property.** This Covenant and restrictive covenant apply to the Subject Property as it is more fully described on the attached Exhibit A

7. **Grant of Right of Way.** The Owner grants the City a right-of-way on and through the Subject Property as reasonably necessary for the City's operation of the System in order to provide Utility Services to the Subject Property. In the event a standard grant of right-of-way has not been executed by the Owner before execution of this Covenant, the Owner agrees, upon request, to execute a standard right-of-way to further document and describe the specific location and rights associated therewith

- 8 **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, the Owner hereby irrevocably appoints the City Administrator of the City of Westminster, South Carolina, Attorney in Fact for the Owner of the Subject Property with full power to sign any Annexation Petition upon the request of the City.
- 9 **Owner's Use of Subject Property** If the Owner changes the current use of the Subject Property to any different use, the City may, at its option, require additional approvals and conditions for continued Utility Service thereon.
- 10 **Default; Remedies** As used in this Covenant, a default of this Covenant occurs immediately upon any breach, failure or nonoccurrence of any term, condition, obligation, affirmative act, covenant, representation or warranty. Immediately upon any default by the Owner, the City may, in its sole discretion, void this Covenant and thereby void any statements, actions or commitments by the City as to providing Utility Services to the Subject Property. Additionally, upon any default by the Owner, the City may elect to enforce this Covenant. If any effort to enforce the terms of this Covenant fails for any reason, the City may thereafter elect to rescind and void this Covenant. In the event this Covenant is rescinded or voided, the City shall be under no obligation to provide Utility Services or to continue to provide Utility Services to the Subject Property or any portion thereof. In the event of any default by the Owner of this Covenant, the City shall be entitled to recover from the Owner the costs and attorneys' fees incurred by the City as a result of or in response to the Owner's default.
- 11 **No Waiver** 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 do act.
- 12 **Remedies Cumulative** Every right and remedy provided in this Covenant is distinct from and cumulative to every other right or remedy under this Covenant or available at law or in equity. The provision of certain rights and remedies in this Covenant does not abrogate, limit or affect any rights or remedies as provided at law or in equity. Every right and remedy may be exercised concurrently, independently or successively.
- 13 **Exhibits Incorporated by Reference** All exhibits referenced in this Covenant are incorporated herein as integral parts of this Covenant and shall be considered reiterated herein as fully as if such provisions had been set forth verbatim in this Covenant.
- 14 **Copies** A photostatic or other reproduction of this document shall be as effective, valid and conclusive as the original.
- 15 **Modification** The terms of this Covenant may be modified in whole or in part only by a written instrument signed by the Owner and consented to by the City. Any oral agreement to modify this Covenant shall be void and of no force and effect.
- 16 **Captions** The captions and headings of the Paragraphs of this Covenant are for convenience only and may not be used to interpret or define the provisions of this Covenant.
- 17 **Severability** In the event that any provision or clause of this Covenant conflicts with any applicable law, the other provisions of this Covenant shall be given effect as fully as possible without the conflicting provision, and to this end the provisions of this Covenant are declared to be severable.
- 18 **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.
- 19 **Successors and Assigns** The covenants and agreements contained in this Covenant and the obligations created hereunder shall ensure to the benefit of and be binding on the City, the Owner and all heirs, successors and assigns of the Owner to the Subject Property, or any part thereof.
- 20 **Governing Law and Forum** The validity, construction and effect of this Covenant shall be governed by the laws of the State of South Carolina, and the Owner hereby consents to the exclusive jurisdiction of the courts of the State of South Carolina for resolution of any dispute arising hereunder.
- 21 **Sealed Instrument** Owner agrees that by signing below he intends to place his hands and seals upon this Covenant and that this Covenant shall be considered in every respect to be a sealed instrument.
- 22 **Effective Date** This Covenant shall be effective upon the date of the last party affixing his signature.



FILED OCONEE COUNTY, SC  
 ANNA K. DAVISON  
 REGISTER OF DEEDS  
 2022 MAR -4 AM 11:50



TO THE MAYOR AND COUNCIL OF THE CITY OF WESTMINSTER, SOUTH CAROLINA:

The undersigned, being 100 percent of the freeholders owning 100percent of the assessed value of the property in the contiguous territory described below and shown on the attached plat or map, hereby petition for annexation of said territory to the City of Westminster by ordinance effective as soon hereafter as possible, pursuant to South Carolina Code of Laws Section 5-3-150 (3).

The territory to be annexed is described as follows: 198 Nina Circle Westminster SC 29693

The property is designated as follows on the County tax parcel map(s)/property identification number(s): 239-03-01-010

It is requested that the property be zoned as follows: Mobile Home

Signature: Sandy Morn, Address: 9112 West Oak Hwy Seneca SC 29678, Date: 01/24/2022

FOR MUNICIPAL USE:

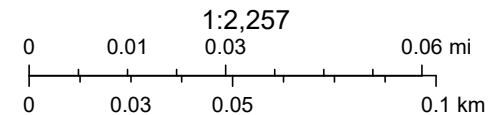
Petition received by: Covenant, Date: 1-24-2022; Description and ownership verified by: owner, Date: 1-24-2022; Recommendation: Approved; By: Stephen Williams, Date: 1-24-2022

# Item 8: 198 Nina Circle



7/11/2024, 12:47:04 PM

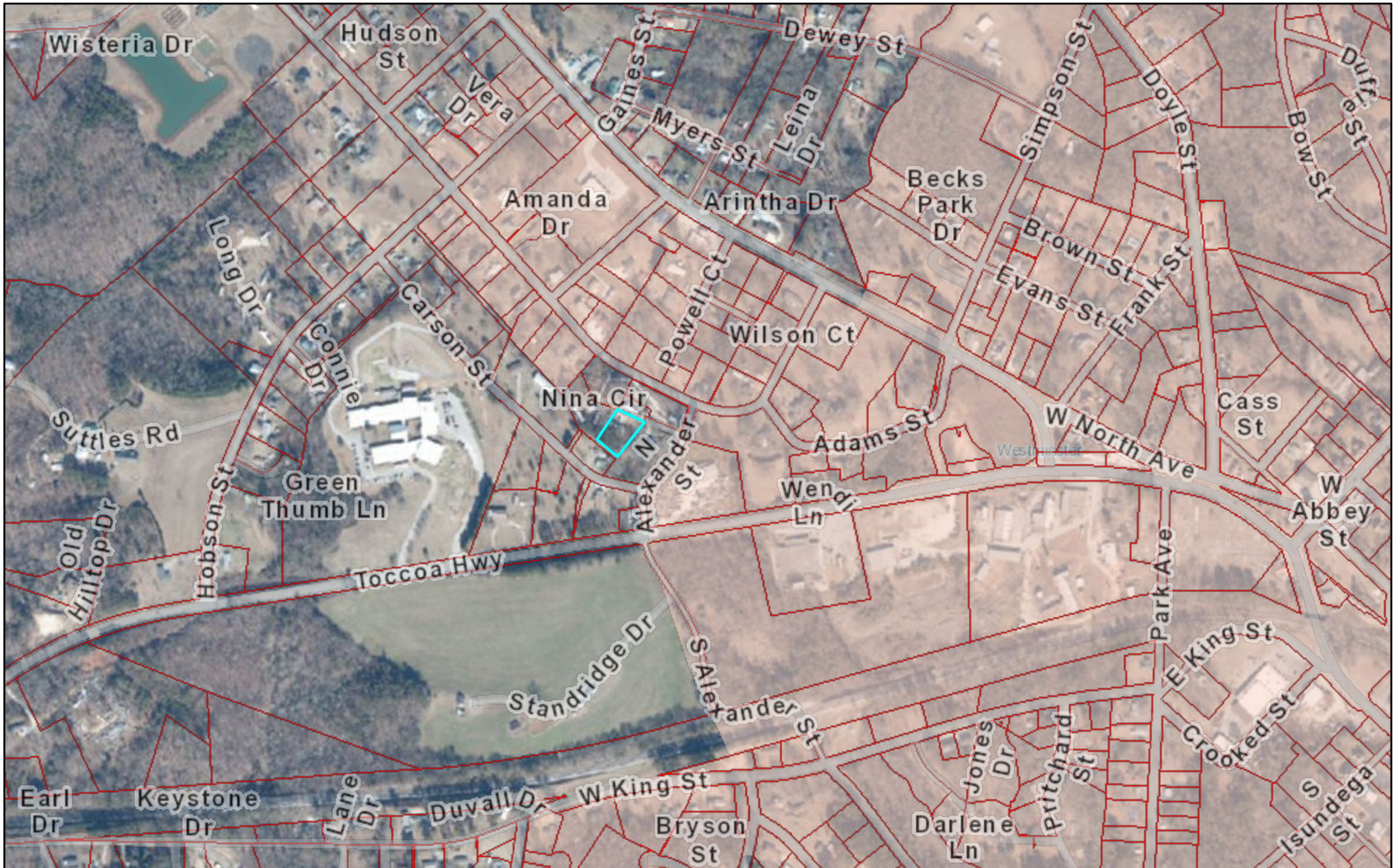
- Addresses
- ▬ Roads
- ▭ Parcels
- ▭ Seneca
- ▭ West Union
- ▭ Buildings\_2020
- ▬ Land Hooks
- Municipalities
- ▭ Walhalla
- ▭ Westminster
- ▭ Salem



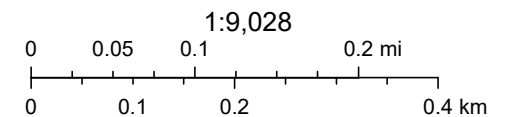
Imagery collected in 2023 by Kucera International. Imagery is managed by Adam DeMars, South Carolina State GIS Coordinator and hosted by Esri.,

OCSCGIS

# Item 8: 198 Nina Circle Out



7/11/2024, 12:47:16 PM



Imagery collected in 2023 by Kucera International. Imagery is managed by Adam DeMars, South Carolina State GIS Coordinator and hosted by Esri.,

OCSCGIS



**CONTRACT FOR PROVISION OF SERVICES TO OUT OF CITY CUSTOMER**

**DECLARATION OF COVENANT REGARDING UTILITIES AND ANNEXATION**

*Handwritten notes:*  
copy  
Westminster  
302

THIS CONTRACT is entered into as of the 24 Day of January, 2022 by James R Moore Sr and the City of Westminster, S.C.

**WITNESSETH:**

Whereas, James R Moore Sr is the owner of that certain tract or parcel of land located in Oconee

County, South Carolina, more particularly described as Tax Map # 234-03-01-026 and Street

Address 199 Pine Circle Westminster SC 29693 and...

Whereas the owner desires to install or have installed or continue its connection to City utilities and services and...

Whereas the City agrees to service or continue to service the owner's property solely and only upon the condition that the property be annexed into the City of Westminster. However, should annexation not be immediately possible, the owner solemnly contracts, covenants and agrees that as an absolute to the delivery and continuance of water and other City services to his property, he shall sign a valid annexation petition presented to him, at any future date, without delay. The owner further agrees and understands that this contract includes all future structures, or improvements which may be made upon these lands.

The signing of this document does not entitle the owner to any special rates or services of the municipality including Police/Fire until said annexations actually take place and becomes effective. The signing of this contract does not waive any rates for out-of-city customers in effect by the City of Westminster.

It shall be further understood that the covenants and agreements contained herein are not personal, but run with the land and will be binding upon the owner's successor's interest in the property.

It should be clearly understood that should the owner attempt to forfeit this agreement in any way, the City reserves the right to similarly forfeit, abandon, or otherwise cut off all municipal services to said property, on an immediate basis, and may further pursue breach of other legal remedies as may be available to it under the process of law.

In witness whereof, owners have executed the contract and declaration as of the first date written above, and it shall be full force and effect from and after this date.

Debbie Overton  
WITNESS FOR CITY  
Kiley Carter  
ADDITIONAL WITNESS FOR CITY  
Stephanie Holbrook  
WITNESS FOR OWNER  
Debbie Overton  
ADDITIONAL WITNESS FOR OWNER

Customer Service Rep  
CITY OF WESTMINSTER EMPLOYEE TITLE  
Stephanie Holbrook  
CITY OF WESTMINSTER EMPLOYEE SIGNATURE  
James R Moore Sr  
OWNER OF PROPERTY SIGNATURE  
OWNER OF PROPERTY SIGNATURE

FILED OCONEE COUNTY, SC  
ANNA K. DAVISON  
REGISTER OF DEEDS  
2022 MAR -4 AM 11:51

STATE OF SOUTH CAROLINA  
COUNTY OF OCONEE

**ACKNOWLEDGMENT AS TO OWNER(S)**

I, Rebecca Overton, Notary Public for the State of South Carolina, do hereby certify that James R Moore (Owner s. of Property) personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Debbie Overton  
Notary Public of South Carolina  
My Commission Expires: 1/22/2031

STATE OF SOUTH CAROLINA  
COUNTY OF OCONEE

**ACKNOWLEDGMENT AS TO CITY OF WESTMINSTER**

I, Rebecca Overton, Notary Public for the State of South Carolina, do hereby certify that Stephanie Holbrook (City of Westminster Employee) personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Debbie Overton  
Notary Public of South Carolina  
My Commission Expires: 1/22/2031

The City hereby accepts the Declaration of Annexation Covenant set forth herein.

KW B... 1/27/2022  
City Administrator

Barcode ID: 2201883 Type: DEE  
Recorded: 03/04/2022 at 11:51:00 AM  
Fee Amt: \$25.00  
Oconee, South Carolina, Register Of Deeds Off  
Anna Davison - Register Of Deeds  
Page 1 of 3

THIS DECLARATION OF ANNEXATION COVENANT (this "Covenant") is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ between the City of Westminster, South Carolina (the "City"), and the person or entity described below, including all successors in interest and assigns, having legal title to a present possessory interest in real estate equal to a life estate or greater, or any other designation as set forth in the Section 5.3.240 of the South Carolina Code of Laws 1976, as amended, or as set forth through judicial interpretation in South Carolina case law (the "Owner"):

**RECITALS:**

**WHEREAS**, the real property located at \_\_\_\_\_ having Tax Map Number \_\_\_\_\_ (as further described herein at Exhibit A, the "Subject Property"), belonging to the Owner, is located outside the City's corporate limits but is located in an area in which annexation into the City is or may become appropriate. The City is under no obligation to furnish Utility Services (as defined herein) to properties located outside of the City's corporate limits, but may do so by contract with individual property owners.

**WHEREAS**, the Owner wishes to obtain Utility Services from the City by contract without the necessity of waiting until the Subject Property may be annexed into the City, and the Owner has entered into an agreement (the "Customer Agreement") with the City in order to secure one or more of the Utility Services for the Subject Property. In consideration for the City's provision of Utility Services to the Subject Property and the connection of the Subject Property to the City's combined utility system (the "System"), the Owner agrees, pursuant to the provisions of this Covenant, to take such action as is necessary to request annexation into the City at such time as the Subject Property becomes contiguous to the City's corporate limits. This Covenant shall be binding upon any and all assigns or successors in interest to the Owner's ownership interest in the Subject Property.

**WHEREAS**, Owner understands that the obligation to execute any and every annexation petition relating to the Subject Property, when presented, is a requirement for Utility Services outside the City, and that failure to satisfy this obligation may, at the election of the City, cause discontinuance and termination of Utility Services to the Subject Property. The Owner further understands that the obligations created under this Covenant run with the land and will apply equally to subsequent owners of the Subject Property. In order to ensure the ability of the City to enforce the provisions of this Covenant against the Owner or any subsequent owner of the Subject Property, the Owner agrees that the provisions of this Covenant shall serve as restrictive covenants against the Subject Property in favor of, and for the benefit of, the City.

**NOW THEREFORE**, in consideration of the provision of Utility Services by the City, the Owner hereby covenants as follows:

1. **Recitals Incorporated.** The above recitals are hereby incorporated in and made a part of this Covenant as fully as if set forth verbatim herein. These recitals are true and correct and the Owner is bound thereby. By signing this Covenant, the Owner acknowledges reading, understanding, and agreeing to each of the recitals. By and through the recording of this Covenant, all assigns and successors in interest in the Subject Property are determined to have read, understood, and agreed to each of the recitals.

2. **Utility Services.**

A. As used in this Covenant, "Utility Services" means and refers to any water, sewer or electric services, or any combination thereof, provided by the City pursuant to the terms of the Customer Agreement, including but not limited to, (i) ongoing water, sewer and electric service; (ii) a service tap from existing water or sewer lines, (iii) a service connection from an existing electric line, (iii) an extension of water or sewer mains or electric lines, or (iv) the issuance of a letter of willingness and capability to provide Utility Services.

B. Pursuant to the provisions of the Customer Agreement, the City has agreed to furnish Utility Services to the Subject Property upon the terms, conditions and covenants set forth therein, in addition to any other rates, classifications, policies, procedures, and terms of service applicable to Utility Services that the City has adopted or may in the future adopt and any subsequent amendments thereto. The Owner acknowledges that in no event shall the City be obligated to provide or continue to provide Utility Services to the Subject Property, or any portion thereof, if any obligation of the Owner contained in this Covenant is breached or any covenant made by the Owner in this Covenant is false. Any actions or statements made by the City (including the issuance of any letter of willingness and capability) in connection with providing Utility Services to the Subject Property is made subject to the terms of this Covenant, and if this Covenant is breached by the Owner then all such actions or statements may be, in the City's sole discretion, declared null and void and no reliance by any entity may be placed thereon.

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

The Owner covenants and agrees that he will sign any and every annexation petition which relates to the Subject Property (an "Annexation Petition") immediately upon presentment by the City. As used in this Covenant, an Annexation Petition shall be construed to relate to the Subject Property if the property to be annexed pursuant to and described in the Annexation Petition includes the Subject Property or any portion thereof. The Owner acknowledges that a purpose of this Covenant is to ensure, as a material benefit and consideration to the City, the Owner's full and complete cooperation with any effort to annex the Subject Property, and the Owner agrees, that upon request by the City, the 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 subsequent or additional successive Annexation Petitions in the event any prior annexation effort is unsuccessful. The Owner warrants and covenants that the Owner has not and will not subdivide the Subject Property, combine the Subject Property with other real property not subject to this Covenant, or otherwise manipulate the Subject Property to hinder or impede the City's ability to annex the Subject Property, and any attempt to do so will be considered a breach of this Covenant. This Covenant shall not be construed as prohibiting or inhibiting the subdivision of the Subject Property or the combination of the Subject Property with any other property, provided, however, upon any such division of the Subject Property, this Covenant shall apply to any additional properties derived from the Subject Property and upon the combination of the Subject Property, or any portion thereof, with any other real property this Covenant shall apply to the entirety of the resulting combined property, which shall thereafter be considered the Subject Property, or a portion thereof.

B. The Owner agrees that the obligations contained in this Covenant shall continue in full force and effect until the earlier of the following: (i) the Subject Property, in its entirety, has been successfully annexed into, and continuously lies within, the corporate limits of the City; or (ii) the Owner affirmatively requests in writing that (1) the Subject Property be permanently disconnected from the System, and (2) the Subject Property, in its entirety, is no longer served by the Utility Services.

C. The Owner is a person eighteen years of age, or older, or any firm or corporation, who or which is the sole owner of legal title to a present possessory interest in the Subject Property equal to a life estate or greater (expressly excluding leaseholds, easements, equitable interests, inchoate rights, dower rights, and future interests). Further, the Owner covenants and warrants that he will not transfer, alienate, devise, encumber, or otherwise affect title to the Subject Property for a period of seven days from the date of this Covenant, in order to allow the City time to have this Covenant recorded in the Office of the Register of Deeds for Oconee County, South Carolina. The Owner will inform any subsequent Owner of (i) the Subject Property, (ii) any portion of the Subject Property, or (iii) any real property that the Subject Property is made a part of, that the obligations contained in this Covenant continue and run with the land. A failure by the Owner to properly inform any successor in interest of the Subject Property of this Covenant shall not affect the validity or applicability of this Agreement with respect to any successor in interest, and any such successor in interest shall remain bound by the provisions hereof.

D. The Owner agrees that any breach of conditions of the Customer Agreement or any other agreements associated with the provision of Utility Services made in accordance with this Covenant, shall be a breach of this Covenant. Such conditions may include, but are not limited to, the following: (i) payment of applicable connection fees and surcharges as fixed by the City, (ii) general terms, conditions, and policies upon which Utility Service is made available by the City, and (iii) the payment to the City when due such water, sewer or electric charges, taxes, or fees as may be imposed from time to time.

E. The Owner agrees that the effectiveness of this Covenant will continue and survive any temporary disconnection, interruption, or termination of Utility Services by the City, except for a permanent termination of Utility Services pursuant to Section 3(B)(ii) above.

4. **Restrictive Covenant.** THE OWNER HEREBY IMPOSES UPON THE SUBJECT PROPERTY FOR THE BENEFIT OF THE CITY 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 COVENANT. THIS COVENANT SHALL CONTINUE IN FULL FORCE AND EFFECT UNTIL THE EARLIER OF THE FOLLOWING: (I) THE SUBJECT PROPERTY, IN ITS ENTIRETY, HAS BEEN SUCCESSFULLY ANNEXED INTO AND LIES CONTINUOUSLY WITHIN THE CORPORATE LIMITS OF THE CITY; OR (II) THE SUBJECT PROPERTY, IN ITS ENTIRETY, IS NO LONGER BEING SERVED BY UTILITY SERVICES. ANY AND EVERY FUTURE OWNER OF THE SUBJECT PROPERTY, OR ANY PART THEREOF, IS BOUND BY THE TERMS CONTAINED IN THIS COVENANT BY ACCEPTANCE OF A DEED TO THE SUBJECT PROPERTY, OR PORTION THEREOF, THAT IS SUBJECT TO THIS RESTRICTIVE COVENANT.

5. **Recordation of Covenant.** The Owner hereby expressly agrees and directs that this Covenant and description of the Subject Property be recorded in the real estate records in the Office of the Register of Deeds for Oconee County, South Carolina, so as to give record notice to any future prospective purchaser of the Subject Property that this Covenant is an obligation upon the land and runs with the land until the occurrence of either of the two events set forth in the preceding paragraphs.

6. **Description of Property.** This Covenant and restrictive covenant apply to the Subject Property as it is more fully described on the attached Exhibit A.

7. **Grant of Right of Way.** The Owner grants the City a right-of-way on and through the Subject Property as reasonably necessary for the City's operation of the System in order to provide Utility Services to the Subject Property. In the event a standard grant of right-of-way has not been executed by the Owner before execution of this Covenant, the Owner agrees, upon request, to execute a standard right-of-way to further document and describe the specific location and rights associated therewith.

8. **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, the Owner hereby irrevocably appoints the City Administrator of the City of Westminster, South Carolina, Attorney in Fact for the Owner of the Subject Property with full power to sign any Annexation Petition upon the request of the City.

9. **Owner's Use of Subject Property** If the Owner changes the current use of the Subject Property to any different use, the City may, at its option, require additional approvals and conditions for continued Utility Service thereon.

10. **Default; Remedies** As used in this Covenant, a default of this Covenant occurs immediately upon any breach, failure or nonoccurrence of any term, condition, obligation, affirmative act, covenant, representation or warranty. Immediately upon any default by the Owner, the City may, in its sole discretion, void this Covenant and thereby void any statements, actions or commitments by the City as to providing Utility Services to the Subject Property. Additionally, upon any default by the Owner, the City may elect to enforce this Covenant. If any effort to enforce the terms of this Covenant fails for any reason, the City may thereafter elect to rescind and void this Covenant. In the event this Covenant is rescinded or voided, the City shall be under no obligation to provide Utility Services or to continue to provide Utility Services to the Subject Property or any portion thereof. In the event of any default by the Owner of this Covenant, the City shall be entitled to recover from the Owner the costs and attorneys' fees incurred by the City as a result of or in response to the Owner's default.

11. **No Waiver** 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.

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

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

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

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

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

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

18. **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.

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

20. **Governing Law and Forum** The validity, construction and effect of this Covenant shall be governed by the laws of the State of South Carolina, and the Owner hereby consents to the exclusive jurisdiction of the courts of the State of South Carolina for resolution of any dispute arising hereunder.

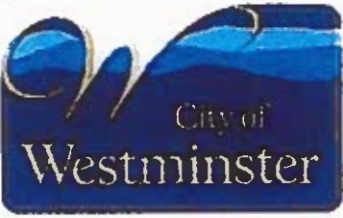
21. **Sealed Instrument** Owner agrees that by signing below he intends to place his hands and seals upon this Covenant and that this Covenant shall be considered in every respect to be a sealed instrument.

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

  
Initial

FILED OCONEE COUNTY, SC  
ANNA K. DAVISON  
REGISTER OF DEEDS

2022 MAR -4 AM 11:51



Gateway to the Mountain Lakes Region

TO THE MAYOR AND COUNCIL OF THE CITY OF WESTMINSTER, SOUTH CAROLINA:

The undersigned, being 100 percent of the freeholders owning 100percent of the assessed value of the property in the contiguous territory described below and shown on the attached plat or map, hereby petition for annexation of said territory to the City of Westminster by ordinance effective as soon hereafter as possible, pursuant to South Carolina Code of Laws Section 5-3-150 (3).

The territory to be annexed is described as follows: 199 Nina Circle Westminster SC 29693

The property is designated as follows on the County tax parcel map(s)/property identification number(s): 234-03-01-075

It is requested that the property be zoned as follows: mobile Home

Signature Randy Moon

9112 West Oak Hwy Geneca SC 29678 Address

01/24/2022 Date

FOR MUNICIPAL USE:

Petition received by Covenant Date 1-21-2022

Description and ownership verified by owner Date 1-21-2022

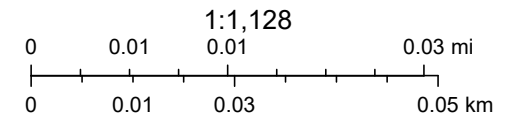
Recommendation Approved

By Stephen Holmes Date 1-24-2022

# Item 9: 199 Nina Circle



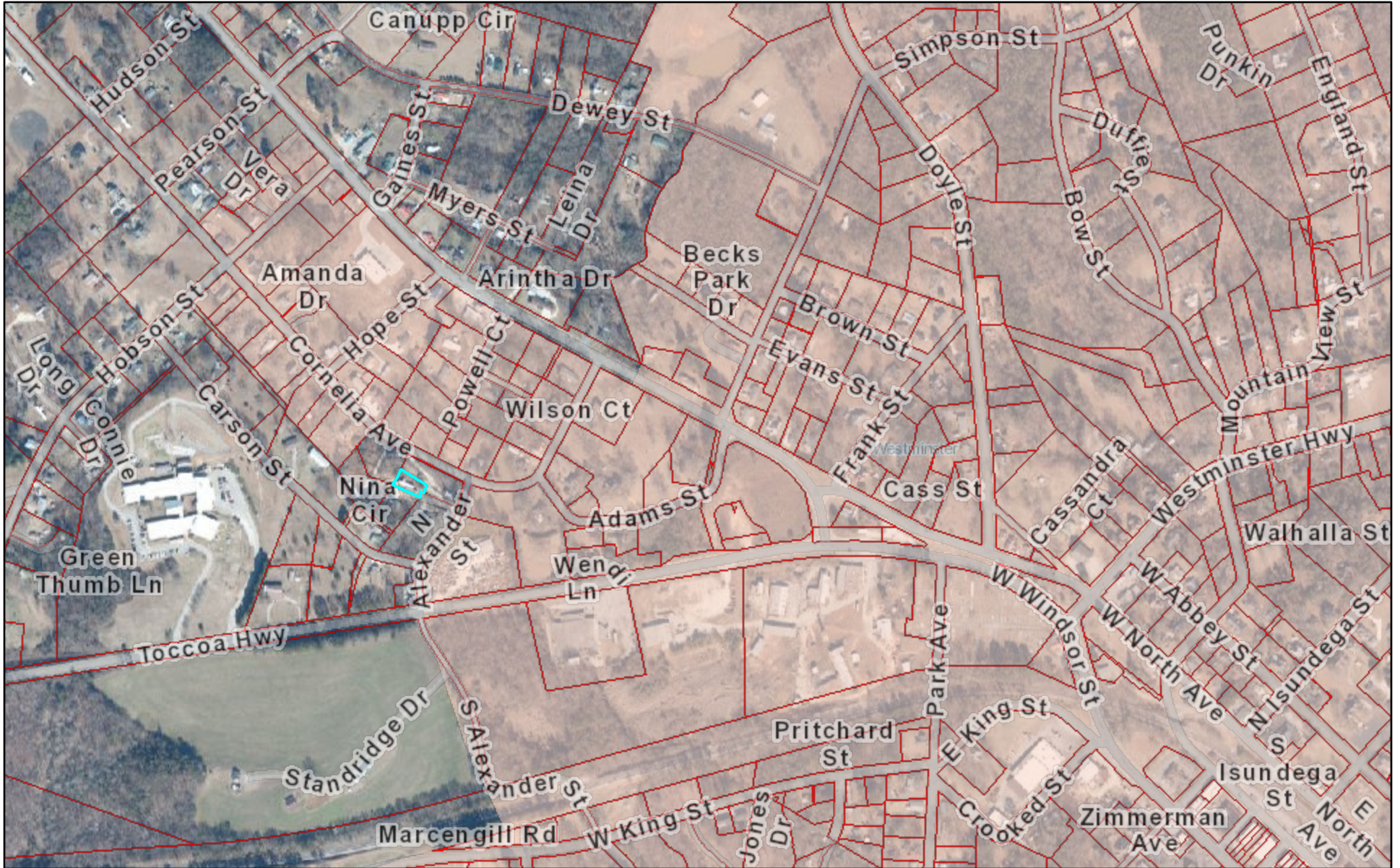
7/11/2024, 12:51:23 PM



Imagery collected in 2023 by Kucera International. Imagery is managed by Adam DeMars, South Carolina State GIS Coordinator and hosted by Esri.,

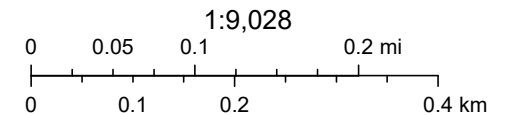
OCSCGIS

# Item 9: 199 Nina Circle Out



7/11/2024, 12:52:18 PM

- Roads
- Parcels
- Seneca
- West Union
- Land Hooks
- Westminster
- Municipalities
- Walhalla
- Westminster
- Salem



Imagery collected in 2023 by Kucera International. Imagery is managed by Adam DeMars, South Carolina State GIS Coordinator and hosted by Esri.,

OCSCGIS

**CONTRACT FOR PROVISION OF SERVICES TO OUT OF CITY CUSTOMER**

**DECLARATION OF COVENANT REGARDING UTILITIES AND ANNEXATION**

*Handwritten notes:*  
City of Westminster  
302

THIS CONTRACT is entered into as of the 24 Day of January, 2022 by James R Moore Sr and the City of Westminster, S.C.

**WITNESSETH:**

Whereas, James R Moore Sr is the owner of that certain tract or parcel of land located in Oconee

County, South Carolina, more particularly described as Tax Map # 234-03-01-026 and Street

Address 199 Pine Circle Westminster SC 29693 and...

Whereas the owner desires to install or have installed or continue its connection to City utilities and services and...

Whereas the City agrees to service or continue to service the owner's property solely and only upon the condition that the property be annexed into the City of Westminster. However, should annexation not be immediately possible, the owner solemnly contracts, covenants and agrees that as an absolute to the delivery and continuance of water and other City services to his property, he shall sign a valid annexation petition presented to him, at any future date, without delay. The owner further agrees and understands that this contract includes all future structures, or improvements which may be made upon these lands.

The signing of this document does not entitle the owner to any special rates or services of the municipality including Police/Fire until said annexations actually take place and becomes effective. The signing of this contract does not waive any rates for out-of-city customers in effect by the City of Westminster.

It shall be further understood that the covenants and agreements contained herein are not personal, but run with the land and will be binding upon the owner's successor's interest in the property.

It should be clearly understood that should the owner attempt to forfeit this agreement in any way, the City reserves the right to similarly forfeit, abandon, or otherwise cut off all municipal services to said property, on an immediate basis, and may further pursue breach of other legal remedies as may be available to it under the process of law.

In witness whereof, owners have executed the contract and declaration as of the first date written above, and it shall be full force and effect from and after this date.

Debbie Overton  
WITNESS FOR CITY  
Kiley Carter  
ADDITIONAL WITNESS FOR CITY  
Stephanie Holbrook  
WITNESS FOR OWNER  
Debbie Overton  
ADDITIONAL WITNESS FOR OWNER

Customer Service Rep  
CITY OF WESTMINSTER EMPLOYEE TITLE  
Stephanie Holbrook  
CITY OF WESTMINSTER EMPLOYEE SIGNATURE  
James R Moore Sr  
OWNER OF PROPERTY SIGNATURE  
OWNER OF PROPERTY SIGNATURE

FILED OCONEE COUNTY, SC  
ANNA K. DAVISON  
REGISTER OF DEEDS  
2022 MAR -4 AM 11:51

STATE OF SOUTH CAROLINA  
COUNTY OF OCONEE

**ACKNOWLEDGMENT AS TO OWNER(S)**

I, Rebecca Overton, Notary Public for the State of South Carolina, do hereby certify that James R Moore (Owner s. of Property) personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Debbie Overton  
Notary Public of South Carolina  
My Commission Expires: 1/22/2031

STATE OF SOUTH CAROLINA  
COUNTY OF OCONEE

**ACKNOWLEDGMENT AS TO CITY OF WESTMINSTER**

I, Rebecca Overton, Notary Public for the State of South Carolina, do hereby certify that Stephanie Holbrook (City of Westminster Employee) personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Debbie Overton  
Notary Public of South Carolina  
My Commission Expires: 1/22/2031

The City hereby accepts the Declaration of Annexation Covenant set forth herein.

KW B... 1/27/2022  
City Administrator

Barcode ID: 2201883 Type: DEE  
Recorded: 03/04/2022 at 11:51:00 AM  
Fee Amt: \$25.00  
Oconee, South Carolina, Register Of Deeds Off  
Anna Davison - Register Of Deeds  
Page 1 of 3

THIS DECLARATION OF ANNEXATION COVENANT (this "Covenant") is made this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ between the City of Westminster, South Carolina (the "City"), and the person or entity described below, including all successors in interest and assigns, having legal title to a present possessory interest in real estate equal to a life estate or greater, or any other designation as set forth in the Section 5.3.240 of the South Carolina Code of Laws 1976, as amended, or as set forth through judicial interpretation in South Carolina case law (the "Owner"):

**RECITALS:**

**WHEREAS**, the real property located at \_\_\_\_\_ having Tax Map Number \_\_\_\_\_ (as further described herein at Exhibit A, the "Subject Property"), belonging to the Owner, is located outside the City's corporate limits but is located in an area in which annexation into the City is or may become appropriate. The City is under no obligation to furnish Utility Services (as defined herein) to properties located outside of the City's corporate limits, but may do so by contract with individual property owners.

**WHEREAS**, the Owner wishes to obtain Utility Services from the City by contract without the necessity of waiting until the Subject Property may be annexed into the City, and the Owner has entered into an agreement (the "Customer Agreement") with the City in order to secure one or more of the Utility Services for the Subject Property. In consideration for the City's provision of Utility Services to the Subject Property and the connection of the Subject Property to the City's combined utility system (the "System"), the Owner agrees, pursuant to the provisions of this Covenant, to take such action as is necessary to request annexation into the City at such time as the Subject Property becomes contiguous to the City's corporate limits. This Covenant shall be binding upon any and all assigns or successors in interest to the Owner's ownership interest in the Subject Property.

**WHEREAS**, Owner understands that the obligation to execute any and every annexation petition relating to the Subject Property, when presented, is a requirement for Utility Services outside the City, and that failure to satisfy this obligation may, at the election of the City, cause discontinuance and termination of Utility Services to the Subject Property. The Owner further understands that the obligations created under this Covenant run with the land and will apply equally to subsequent owners of the Subject Property. In order to ensure the ability of the City to enforce the provisions of this Covenant against the Owner or any subsequent owner of the Subject Property, the Owner agrees that the provisions of this Covenant shall serve as restrictive covenants against the Subject Property in favor of, and for the benefit of, the City.

**NOW THEREFORE**, in consideration of the provision of Utility Services by the City, the Owner hereby covenants as follows:

1. **Recitals Incorporated.** The above recitals are hereby incorporated in and made a part of this Covenant as fully as if set forth verbatim herein. These recitals are true and correct and the Owner is bound thereby. By signing this Covenant, the Owner acknowledges reading, understanding, and agreeing to each of the recitals. By and through the recording of this Covenant, all assigns and successors in interest in the Subject Property are determined to have read, understood, and agreed to each of the recitals.

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6. **Description of Property.** This Covenant and restrictive covenant apply to the Subject Property as it is more fully described on the attached Exhibit A.

7. **Grant of Right of Way.** The Owner grants the City a right-of-way on and through the Subject Property as reasonably necessary for the City's operation of the System in order to provide Utility Services to the Subject Property. In the event a standard grant of right-of-way has not been executed by the Owner before execution of this Covenant, the Owner agrees, upon request, to execute a standard right-of-way to further document and describe the specific location and rights associated therewith.



8 **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, the Owner hereby irrevocably appoints the City Administrator of the City of Westminster, South Carolina, Attorney in Fact for the Owner of the Subject Property with full power to sign any Annexation Petition upon the request of the City.

9 **Owner's Use of Subject Property** If the Owner changes the current use of the Subject Property to any different use, the City may, at its option, require additional approvals and conditions for continued Utility Service thereon.

10 **Default; Remedies** As used in this Covenant, a default of this Covenant occurs immediately upon any breach, failure or nonoccurrence of any term, condition, obligation, affirmative act, covenant, representation or warranty. Immediately upon any default by the Owner, the City may, in its sole discretion, void this Covenant and thereby void any statements, actions or commitments by the City as to providing Utility Services to the Subject Property. Additionally, upon any default by the Owner, the City may elect to enforce this Covenant. If any effort to enforce the terms of this Covenant fails for any reason, the City may thereafter elect to rescind and void this Covenant. In the event this Covenant is rescinded or voided, the City shall be under no obligation to provide Utility Services or to continue to provide Utility Services to the Subject Property or any portion thereof. In the event of any default by the Owner of this Covenant, the City shall be entitled to recover from the Owner the costs and attorneys' fees incurred by the City as a result of or in response to the Owner's default.

11 **No Waiver** 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.

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

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

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

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

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

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

18 **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.

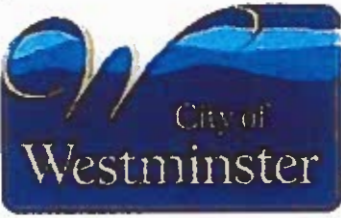
19 **Successors and Assigns** The covenants and agreements contained in this Covenant and the obligations created hereunder shall ensure to the benefit of and be binding on the City, the Owner and all heirs, successors and assigns of the Owner to the Subject Property, or any part thereof.

20 **Governing Law and Forum** The validity, construction and effect of this Covenant shall be governed by the laws of the State of South Carolina, and the Owner hereby consents to the exclusive jurisdiction of the courts of the State of South Carolina for resolution of any dispute arising hereunder.

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

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

FILED OCONEE COUNTY, SC  
ANNA K. DAVISON  
REGISTER OF DEEDS  
2022 MAR -4 AM 11:51



Gateway to the Mountain Lakes Region

TO THE MAYOR AND COUNCIL OF THE CITY OF WESTMINSTER, SOUTH CAROLINA:

The undersigned, being 100 percent of the freeholders owning 100percent of the assessed value of the property in the contiguous territory described below and shown on the attached plat or map, hereby petition for annexation of said territory to the City of Westminster by ordinance effective as soon hereafter as possible, pursuant to South Carolina Code of Laws Section 5-3-150 (3).

The territory to be annexed is described as follows: 199 Nina Circle Westminster SC 29693

The property is designated as follows on the County tax parcel map(s)/property identification number(s): 234-03-01-075

It is requested that the property be zoned as follows: mobile Home

Signature Randy Moon

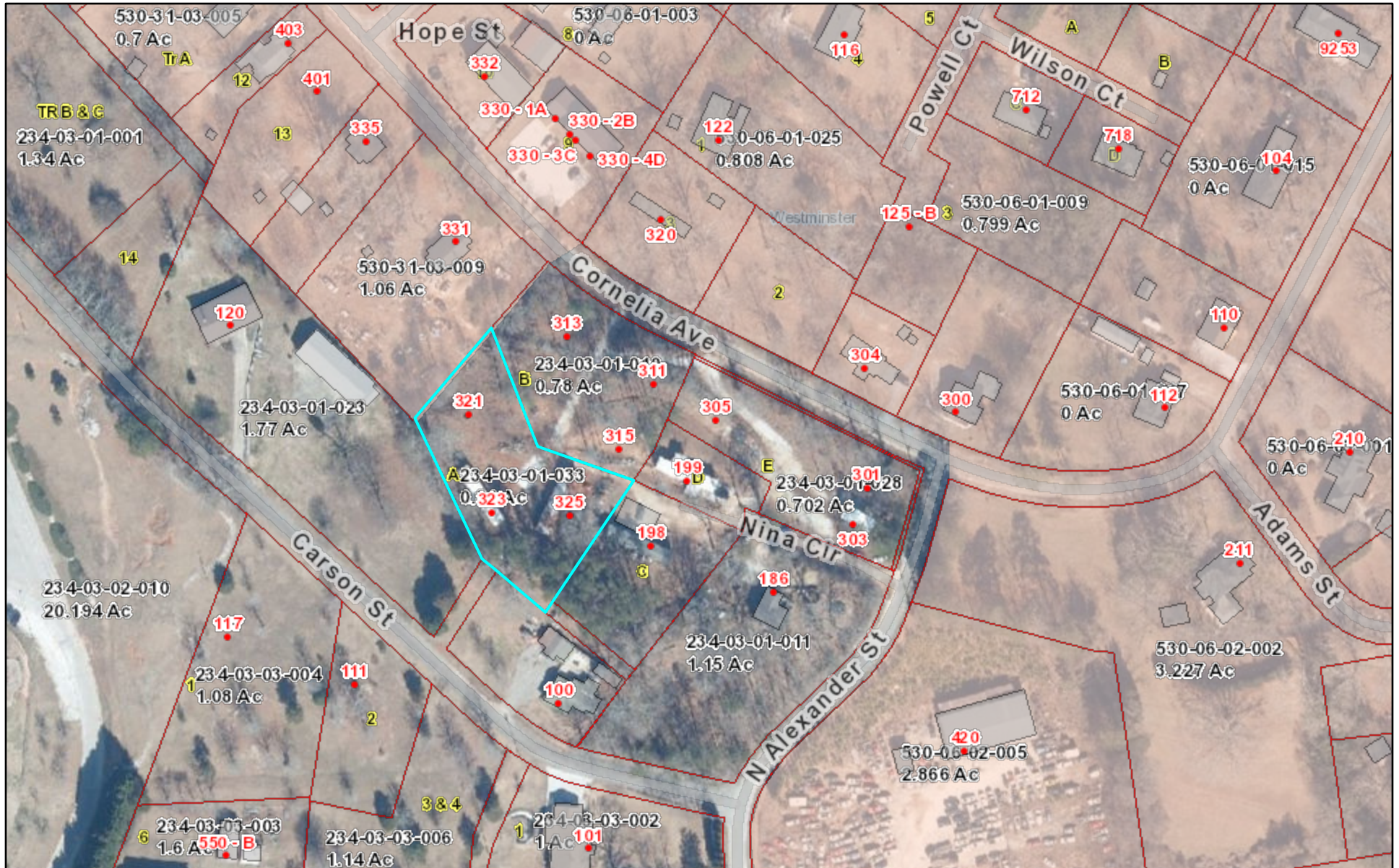
Address 9112 West Oak Hwy Geneca SC 29678

Date 01/24/2022

FOR MUNICIPAL USE:

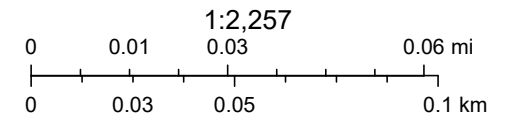
Petition received by Covenant Date 1-21-2022
Description and ownership verified by owner Date 1-21-2022
Recommendation Approved
By Stephen Holmes Date 1-24-2022

# Item 10: Lot A Cornelia Avenue



7/11/2024, 12:57:21 PM

- Addresses
- ▬ Roads
- ▭ Parcels
- ▭ Seneca
- ▭ West Union
- ▭ Buildings\_2020
- ▬ Land Hooks
- Municipalities
- ▭ Walhalla
- ▭ Westminster
- ▭ Salem



Imagery collected in 2023 by Kucera International. Imagery is managed by Adam DeMars, South Carolina State GIS Coordinator and hosted by Esri.,

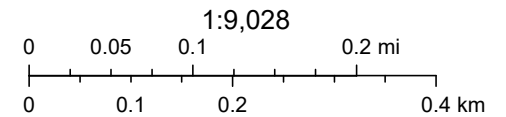
OCSCGIS

# Item 10: Lot A Cornelia Avenue Out



7/11/2024, 12:57:59 PM

	Roads		Parcels		Seneca		West Union
	Land Hooks		Walhalla		Westminster		Salem



Imagery collected in 2023 by Kucera International. Imagery is managed by Adam DeMars, South Carolina State GIS Coordinator and hosted by Esri.

OCSCGIS

City of Westminster  
2500

# CONTRACT FOR PROVISION OF SERVICES TO OUT OF CITY CUSTOMER DECLARATION OF COVENANT REGARDING UTILITIES AND ANNEXATION

THIS CONTRACT is entered into as of the 24<sup>th</sup> Day of January, 2022 by  
James R. Moore and the City of Westminster, S.C.

WITNESSETH:

Whereas, James R Moore is the owner of that certain tract or parcel of land located in Oconee  
County, South Carolina, more particularly described as Tax Map # 2340301026 and Street  
Address 303 Cornelia Ave Westminster SC 29693 and...

Whereas the owner desires to install or have installed or continue its connection to City utilities and services and...

Whereas the City agrees to service or continue to service the owner's property solely and only upon the condition that the property be annexed into the City of Westminster. However, should annexation not be immediately possible, the owner solemnly contracts, covenants and agrees that as an absolute to the delivery and continuance of water and other City services to his property, he shall sign a valid annexation petition presented to him, at any future date, without delay. The owner further agrees and understands that this contract includes all future structures, or improvements which may be made upon these lands.

The signing of this document does not entitle the owner to any special rates or services of the municipality including Police/Fire until said annexations actually take place and becomes effective. The signing of this contract does not waive any rates for out-of-city customers in effect by the City of Westminster.

It shall be further understood that the covenants and agreements contained herein are not personal, but run with the land and will be binding upon the owner's successor's interest in the property.

It should be clearly understood that should the owner attempt to forfeit this agreement in any way, the City reserves the right to similarly forfeit, abandon, or otherwise cut off all municipal services to said property, on an immediate basis, and may further pursue breach of other legal remedies as may be available to it under the process of law.

In witness whereof, owners have executed the contract and declaration as of the first date written above, and it shall be full force and effect from and after this date.

Debecca Overton  
WITNESS FOR CITY  
Kiley Carter  
ADDITIONAL WITNESS FOR CITY  
Stephanie Holbrooks  
WITNESS FOR OWNER  
Debecca Overton  
ADDITIONAL WITNESS FOR OWNER

Customer Service Rep  
CITY OF WESTMINSTER EMPLOYEE TITLE  
Stephanie Holbrooks  
CITY OF WESTMINSTER EMPLOYEE SIGNATURE  
James R Moore  
OWNER OF PROPERTY SIGNATURE  
OWNER OF PROPERTY SIGNATURE

2022 MAR -4 AM 11:50

FILED OCONEE COUNTY, SC  
ANNA K. DAVISON  
REGISTER OF DEEDS

STATE OF SOUTH CAROLINA  
COUNTY OF OCONEE

### ACKNOWLEDGMENT AS TO OWNER(S)

I, Rebecca Overton, Notary Public for the State of South Carolina, do hereby certify that  
James R Moore (Owner(s) of Property) personally appeared before me (his  
day and acknowledged the due execution of the foregoing instrument.

Debecca Overton  
Notary Public of South Carolina  
My Commission Expires: 1/22/2031

STATE OF SOUTH CAROLINA  
COUNTY OF OCONEE

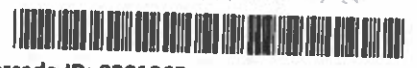
### ACKNOWLEDGMENT AS TO CITY OF WESTMINSTER

I, Rebecca Overton, Notary Public for the State of South Carolina, do hereby certify that  
Stephanie Holbrooks (City of Westminster Employee) personally appeared before me (his  
day and acknowledged the due execution of the foregoing instrument.

Debecca Overton  
Notary Public of South Carolina  
My Commission Expires: 1/22/2031

The City hereby accepts the Declaration of Annexation Covenant set forth herein.

James R Moore 1/27/2022  
City Administrator



Barcode ID: 2201865 Type: DEE  
Recorded: 03/04/2022 at 11:50:00 AM  
Fee Amt: \$25.00  
Oconee, South Carolina, Register Of Deeds Off  
Anna Davison - Register Of Deeds  
Page 1 of 3

BK 2786 PG 323-325

THIS DECLARATION OF ANNEXATION COVENANT (this "Covenant") is made this \_\_\_ day of \_\_\_\_\_ 20\_\_ between the City of Westminster, South Carolina (the "City"), and the person or entity described below, including all successors in interest and assigns, having legal title to a present possessory interest in real estate equal to a life estate or greater, or any other designation as set forth in the Section 5-3-240 of the South Carolina Code of Laws 1976, as amended, or as set forth through judicial interpretation in South Carolina case law as the "Owner":

RECITALS:

WHEREAS, the real property located at \_\_\_\_\_ having Tax Map Number \_\_\_\_\_ (as further described herein at Exhibit A, the "Subject Property"), belonging to the Owner, is located outside the City's corporate limits but is located in an area in which annexation into the City is or may become appropriate. The City is under no obligation to furnish Utility Services (as defined herein) to properties located outside of the City's corporate limits, but may do so by contract with individual property owners

WHEREAS, the Owner wishes to obtain Utility Services from the City by contract without the necessity of waiting until the Subject Property may be annexed into the City, and the Owner has entered into an agreement (the "Customer Agreement") with the City in order to secure one or more of the Utility Services for the Subject Property. In consideration for the City's provision of Utility Services to the Subject Property and the connection of the Subject Property to the City's combined utility system (the "System"), the Owner agrees, pursuant to the provisions of this Covenant, to take such action as is necessary to request annexation into the City at such time as the Subject Property becomes contiguous to the City's corporate limits. This Covenant shall be binding upon any and all assigns or successors in interest to the Owner's ownership interest in the Subject Property.

WHEREAS, Owner understands that the obligation to execute any and every annexation petition relating to the Subject Property, when presented, is a requirement for Utility Services outside the City, and that failure to satisfy this obligation may, at the election of the City, cause discontinuance and termination of Utility Services to the Subject Property. The Owner further understands that the obligations created under this Covenant run with the land and will apply equally to subsequent owners of the Subject Property. In order to ensure the ability of the City to enforce the provisions of this Covenant against the Owner or any subsequent owner of the Subject Property, the Owner agrees that the provisions of this Covenant shall serve as restrictive covenants against the Subject Property in favor of, and for the benefit of, the City.

NOW THEREFORE, in consideration of the provision of Utility Services by the City, the Owner hereby covenants as follows:

1. **Recitals Incorporated.** The above recitals are hereby incorporated in and made a part of this Covenant as fully as if set forth verbatim herein. These recitals are true and correct and the Owner is bound thereby. By signing this Covenant, the Owner acknowledges reading, understanding, and agreeing to each of the recitals. By and through the recording of this Covenant, all assigns and successors in interest in the Subject Property are determined to have read, understood, and agreed to each of the recitals.

2. **Utility Services.**

A. As used in this Covenant, "Utility Services" means and refers to any water, sewer or electric services, or any combination thereof, provided by the City pursuant to the terms of the Customer Agreement, including but not limited to, (i) ongoing water, sewer and electric service; (ii) a service tap from existing water or sewer lines, (iii) a service connection from an existing electric line, (iii) an extension of water or sewer mains or electric lines, or (iv) the issuance of a letter of willingness and capability to provide Utility Services.

B. Pursuant to the provisions of the Customer Agreement, the City has agreed to furnish Utility Services to the Subject Property upon the terms, conditions and covenants set forth therein, in addition to any other rates, classifications, policies, procedures, and terms of service applicable to Utility Services that the City has adopted or may in the future adopt and any subsequent amendments thereto. The Owner acknowledges that in no event shall the City be obligated to provide or continue to provide Utility Services to the Subject Property, or any portion thereof, if any obligation of the Owner contained in this Covenant is breached or any covenant made by the Owner in this Covenant is false. Any actions or statements made by the City (including the issuance of any letter of willingness and capability) in connection with providing Utility Services to the Subject Property is made subject to the terms of this Covenant, and if this Covenant is breached by the Owner then all such actions or statements may be, in the City's sole discretion, declared null and void and no reliance by any entity may be placed thereon.

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

The Owner covenants and agrees that he will sign any and every annexation petition which relates to the Subject Property (an "Annexation Petition") immediately upon presentation by the City. As used in this Covenant, an Annexation Petition shall be construed to relate to the Subject Property if the property to be annexed pursuant to and described in the Annexation Petition includes the Subject Property or any portion thereof. The Owner acknowledges that a purpose of this Covenant is to ensure, as a material benefit and consideration to the City, the Owner's full and complete cooperation with any effort to annex the Subject Property, and the Owner agrees, that upon request by the City, the 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 subsequent or additional successive Annexation Petitions in the event any prior annexation effort is unsuccessful. The Owner warrants and covenants that the Owner has not and will not subdivide the Subject Property, combine the Subject Property with other real property not subject to this Covenant, or otherwise manipulate the Subject Property to hinder or impede the City's ability to annex the Subject Property, and any attempt to do so will be considered a breach of this Covenant. This Covenant shall not be construed as prohibiting or inhibiting the subdivision of the Subject Property or the combination of the Subject Property with any other property; provided, however, upon any such division of the Subject Property, this Covenant shall apply to any additional properties derived from the Subject Property and upon the combination of the Subject Property, or any portion thereof, with any other real property this Covenant shall apply to the entirety of the resulting combined property, which shall thereafter be considered the Subject Property, or a portion thereof.

B. The Owner agrees that the obligations contained in this Covenant shall continue in full force and effect until the earlier of the following: (i) the Subject Property, in its entirety, has been successfully annexed into, and continuously lies within, the corporate limits of the City; or (ii) the Owner affirmatively requests in writing that (1) the Subject Property be permanently disconnected from the System, and (2) the Subject Property, in its entirety, is no longer served by the Utility Services.

C. The Owner is a person eighteen years of age, or older, or any firm or corporation, who or which is the sole owner of legal title to a present possessory interest in the Subject Property equal to a life estate or greater (expressly excluding leaseholds, easements, equitable interests, inchoate rights, dower rights, and future interests). Further, the Owner covenants and warrants that he will not transfer, alienate, devise, encumber, or otherwise affect title to the Subject Property for a period of seven days from the date of this Covenant, in order to allow the City time to have this Covenant recorded in the Office of the Register of Deeds for Oconee County, South Carolina. The Owner will inform any subsequent Owner of (i) the Subject Property, (ii) any portion of the Subject Property, or (iii) any real property that the Subject Property is made a part of, that the obligations contained in this Covenant continue and run with the land. A failure by the Owner to properly inform any successor in interest of the Subject Property of this Covenant shall not affect the validity or applicability of this Agreement with respect to any successor in interest, and any such successor in interest shall remain bound by the provisions hereof.

D. The Owner agrees that any breach of conditions of the Customer Agreement or any other agreements associated with the provision of Utility Services made in accordance with this Covenant, shall be a breach of this Covenant. Such conditions may include, but are not limited to, the following: (i) payment of applicable connection fees and surcharges as fixed by the City, (ii) general terms, conditions, and policies upon which Utility Service is made available by the City; and (iii) the payment to the City when due such water, sewer or electric charges, taxes, or fees as may be imposed from time to time.

E. The Owner agrees that the effectiveness of this Covenant will continue and survive any temporary disconnection, interruption, or termination of Utility Services by the City, except for a permanent termination of Utility Services pursuant to Section 3(B)(ii) above.

4. **Restrictive Covenant.** THE OWNER HEREBY IMPOSES UPON THE SUBJECT PROPERTY FOR THE BENEFIT OF THE CITY 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 COVENANT. THIS COVENANT SHALL CONTINUE IN FULL FORCE AND EFFECT UNTIL THE EARLIER OF THE FOLLOWING: (I) THE SUBJECT PROPERTY, IN ITS ENTIRETY, HAS BEEN SUCCESSFULLY ANNEXED INTO AND LIES CONTINUOUSLY WITHIN THE CORPORATE LIMITS OF THE CITY; OR (II) THE SUBJECT PROPERTY, IN ITS ENTIRETY, IS NO LONGER BEING SERVED BY UTILITY SERVICES. ANY AND EVERY FUTURE OWNER OF THE SUBJECT PROPERTY, OR ANY PART THEREOF, IS BOUND BY THE TERMS CONTAINED IN THIS COVENANT BY ACCEPTANCE OF A DEED TO THE SUBJECT PROPERTY, OR PORTION THEREOF, THAT IS SUBJECT TO THIS RESTRICTIVE COVENANT.

5. **Recordation of Covenant.** The Owner hereby expressly agrees and directs that this Covenant and description of the Subject Property be recorded in the real estate records in the Office of the Register of Deeds for Oconee County, South Carolina, so as to give record notice to any future prospective purchaser of the Subject Property that this Covenant is an obligation upon the land and runs with the land until the occurrence of either of the two events set forth in the preceding paragraphs.

6. **Description of Property.** This Covenant and restrictive covenant apply to the Subject Property as it is more fully described on the attached Exhibit A.

7. **Grant of Right of Way.** The Owner grants the City a right-of-way on and through the Subject Property as reasonably necessary for the City's operation of the System in order to provide Utility Services to the Subject Property. In the event a standard grant of right-of-way has not been executed by the Owner before execution of this Covenant, the Owner agrees, upon request, to execute a standard right-of-way to further document and describe the specific location and rights associated therewith.

8. **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, the Owner hereby irrevocably appoints the City Administrator of the City of Westminster, South Carolina, Attorney in Fact for the Owner of the Subject Property with full power to sign any Annexation Petition upon the request of the City.
9. **Owner's Use of Subject Property** If the Owner changes the current use of the Subject Property to any different use, the City may, at its option, require additional approvals and conditions for continued Utility Service thereon.
10. **Default; Remedies** As used in this Covenant, a default of this Covenant occurs immediately upon any breach, failure or nonoccurrence of any term, condition, obligation, affirmative act, covenant, representation or warranty. Immediately upon any default by the Owner, the City may, in its sole discretion, void this Covenant and thereby void any statements, actions or commitments by the City as to providing Utility Services to the Subject Property. Additionally, upon any default by the Owner, the City may elect to enforce this Covenant. If any effort to enforce the terms of this Covenant fails for any reason, the City may thereafter elect to rescind and void this Covenant. In the event this Covenant is rescinded or voided, the City shall be under no obligation to provide Utility Services or to continue to provide Utility Services to the Subject Property or any portion thereof. In the event of any default by the Owner of this Covenant, the City shall be entitled to recover from the Owner the costs and attorneys' fees incurred by the City as a result of or in response to the Owner's default.
11. **No Waiver** 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.
12. **Remedies Cumulative** Every right and remedy provided in this Covenant is distinct from and cumulative to every other right or remedy under this Covenant or available at law or in equity. The provision of certain rights and remedies in this Covenant does not abrogate, limit or affect any rights or remedies as provided at law or in equity. Every right and remedy may be exercised concurrently, independently or successively.
13. **Exhibits Incorporated by Reference** All exhibits referenced in this Covenant are incorporated herein as integral parts of this Covenant and shall be considered reiterated herein as fully as if such provisions had been set forth verbatim in this Covenant.
14. **Copies** A photostatic or other reproduction of this document shall be as effective, valid and conclusive as the original.
15. **Modification** The terms of this Covenant may be modified in whole or in part only by a written instrument signed by the Owner and consented to by the City. Any oral agreement to modify this Covenant shall be void and of no force and effect.
16. **Captions** The captions and headings of the Paragraphs of this Covenant are for convenience only and may not be used to interpret or define the provisions of this Covenant.
17. **Severability** In the event that any provision or clause of this Covenant conflicts with any applicable law, the other provisions of this Covenant shall be given effect as fully as possible without the conflicting provision, and to this end the provisions of this Covenant are declared to be severable.
18. **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.
19. **Successors and Assigns** The covenants and agreements contained in this Covenant and the obligations created hereunder shall ensure to the benefit of and be binding on the City, the Owner and all heirs, successors and assigns of the Owner to the Subject Property, or any part thereof.
20. **Governing Law and Forum** The validity, construction and effect of this Covenant shall be governed by the laws of the State of South Carolina, and the Owner hereby consents to the exclusive jurisdiction of the courts of the State of South Carolina for resolution of any dispute arising hereunder.
21. **Sealed Instrument** Owner agrees that by signing below he intends to place his hands and seals upon this Covenant and that this Covenant shall be considered in every respect to be a sealed instrument.
22. **Effective Date** This Covenant shall be effective upon the date of the last party affixing his signature.

  
 (initial)

FILED OCONEE COUNTY SC  
 ANNA K. DAVISON  
 REGISTER OF DEEDS  
 2022 MAR -4 AM 11:50



TO THE MAYOR AND COUNCIL  
OF THE CITY OF WESTMINSTER, SOUTH CAROLINA:

The undersigned, being 100 percent of the freeholders owning 100 percent of the assessed value of the property in the contiguous territory described below and shown on the attached plat or map, hereby petition for annexation of said territory to the City of Westminster by ordinance effective as soon hereafter as possible, pursuant to South Carolina Code of Laws Section 5-3-150 (3). *301 front and 305*

The territory to be annexed is described as follows: 303 Cornelia Ave Westminster SC 29678

The property is designated as follows on the County tax parcel map(s)/property identification number(s): 234-03-01-076

It is requested that the property be zoned as follows: RV sites (3)

*Randy Mann*  
Signature \_\_\_\_\_ Address 9112 West Oak Hwy Date 01-24-2022  
Seneca SC 29678

FOR MUNICIPAL USE:

Petition received by Covenant Date 1-24-2022  
Description and ownership verified by owner Date 1-24-2022  
Recommendation Approved  
By Stephanie Holland Date 1-24-2022

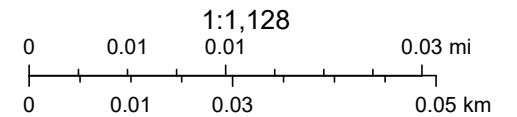


# Item 11: Lot E Cornelia Avenue



7/11/2024, 1:27:30 PM

- Addresses
- Buildings\_2020
- Roads
- Land Hooks
- Parcels
- Municipalities
  - Seneca
  - West Union
  - Westminster
  - Walhalla
  - Salem



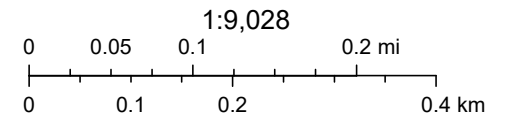
Imagery collected in 2023 by Kucera International. Imagery is managed by Adam DeMars, South Carolina State GIS Coordinator and hosted by Esri.,

OCSCGIS

# Item 11: Lot E Cornelia Avenue Out



7/11/2024, 1:27:44 PM



Imagery collected in 2023 by Kucera International. Imagery is managed by Adam DeMars, South Carolina State GIS Coordinator and hosted by Esri.,

OCSCGIS

City of Westminster  
2022

**CONTRACT FOR PROVISION OF SERVICES TO OUT OF CITY CUSTOMER**

**DECLARATION OF COVENANT REGARDING UTILITIES AND ANNEXATION**

THIS CONTRACT is entered into as of the 24th Day of January, 2022 by

James R Moore and the City of Westminster, S.C.

WITNESSETH:

Whereas, James R Moore Sr is the owner of that certain tract or parcel of land located in Oconee

(Print Owner's Name)

County, South Carolina, more particularly described as Tax Map # 234-03-01-010 and Street

Address 198 Nova Circle Westminster SC 29693 and...

Whereas the owner desires to install or have installed or continue its connection to City utilities and services and...

Whereas the City agrees to service or continue to service the owner's property solely and only upon the condition that the property be annexed into the City of Westminster. However, should annexation not be immediately possible, the owner solemnly contracts, covenants and agrees that as an absolute to the delivery and continuance of water and other City services to his property, he shall sign a valid annexation petition presented to him, at any future date, without delay. The owner further agrees and understands that this contract includes all future structures, or improvements which maybe made upon these lands.

The signing of this document does not entitle the owner to any special rates or services of the municipality including Police/Fire until said annexations actually take place and becomes effective. The signing of this contract does not waive any rates for out-of-city customers in effect by the City of Westminster.

It shall be further understood that the covenants and agreements contained herein are not personal, but run with the land and will be binding upon the owner's successor's interest in the property.

It should be clearly understood that should the owner attempt to forfeit this agreement in any way, the City reserves the right to similarly forfeit, abandon, or otherwise cut off all municipal services to said property, on an immediate basis, and may further pursue breach of other legal remedies as may be available to it under the process of law.

In witness whereof, owners have executed the contract and declaration as of the first date written above, and it shall be full force and effect from and after this date.

Deborah Overton  
WITNESS FOR CITY

Kiley Carter  
ADDITIONAL WITNESS FOR CITY

Stephanie Holbrooks  
WITNESS FOR OWNER

Deborah Overton  
ADDITIONAL WITNESS FOR OWNER

Customer Service Rep  
CITY OF WESTMINSTER EMPLOYEE TITLE

Stephanie Holbrooks  
CITY OF WESTMINSTER EMPLOYEE SIGNATURE

James R Moore Sr  
OWNER OF PROPERTY SIGNATURE

James R Moore Sr  
OWNER OF PROPERTY SIGNATURE

2022 MAR -4 AM 11:50

ANNA K. DAVISON  
REGISTER OF DEEDS

STATE OF SOUTH CAROLINA  
COUNTY OF OCONEE

**ACKNOWLEDGMENT AS TO OWNER(S)**

I, Rebecca Overton Notary Public for the State of South Carolina, do hereby certify that James R Moore (Owner(s) of Property) personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Deborah Overton  
Notary Public of South Carolina  
My Commission Expires: 1/22/2031

STATE OF SOUTH CAROLINA  
COUNTY OF OCONEE

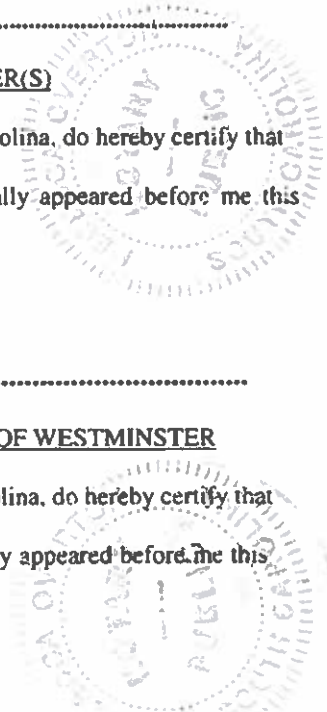
**ACKNOWLEDGMENT AS TO CITY OF WESTMINSTER**

I, Rebecca Overton Notary Public for the State of South Carolina, do hereby certify that Stephanie Holbrooks (City of Westminster Employee) personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Deborah Overton  
Notary Public of South Carolina  
My Commission Expires: 1/22/2031

The City hereby accepts the Declaration of Annexation Covenant set forth herein.

KW Kim 1/27/2022  
City Administrator



Barcode ID: 2201845 Type: DEE  
Recorded: 03/04/2022 at 11:50:00 AM  
Fee Amt: \$25.00  
Oconee, South Carolina, Register Of Deeds Off  
Anna Davison - Register Of Deeds  
Page 1 of 3

BK **2786** PG **320-322**

THIS DECLARATION OF ANNEXATION COVENANT (this "Covenant") is made this \_\_\_ day of \_\_\_\_\_ 20\_\_ between the City of Westminster, South Carolina (the "City"), and the person or entity described below, including all successors in interest and assigns, having legal title to a present possessory interest in real estate equal to a life estate or greater, or any other designation as set forth in the Section 5-3-240 of the South Carolina Code of Laws 1976, as amended, or as set forth through judicial interpretation in South Carolina case law (the "Owner"):

RECITALS:

WHEREAS, the real property located at \_\_\_\_\_ having Tax Map Number \_\_\_\_\_ (as further described herein at Exhibit A, the "Subject Property"), belonging to the Owner, is located outside the City's corporate limits but is located in an area in which annexation into the City is or may become appropriate. The City is under no obligation to furnish Utility Services (as defined herein) to properties located outside of the City's corporate limits, but may do so by contract with individual property owners

WHEREAS, the Owner wishes to obtain Utility Services from the City by contract without the necessity of waiting until the Subject Property may be annexed into the City, and the Owner has entered into an agreement (the "Customer Agreement") with the City in order to secure one or more of the Utility Services for the Subject Property. In consideration for the City's provision of Utility Services to the Subject Property and the connection of the Subject Property to the City's combined utility system (the "System"), the Owner agrees, pursuant to the provisions of this Covenant, to take such action as is necessary to request annexation into the City at such time as the Subject Property becomes contiguous to the City's corporate limits. This Covenant shall be binding upon any and all assigns or successors in interest to the Owner's ownership interest in the Subject Property.

WHEREAS, Owner understands that the obligation to execute any and every annexation petition relating to the Subject Property, when presented, is a requirement for Utility Services outside the City, and that failure to satisfy this obligation may, at the election of the City, cause discontinuance and termination of Utility Services to the Subject Property. The Owner further understands that the obligations created under this Covenant run with the land and will apply equally to subsequent owners of the Subject Property. In order to ensure the ability of the City to enforce the provisions of this Covenant against the Owner or any subsequent owner of the Subject Property, the Owner agrees that the provisions of this Covenant shall serve as restrictive covenants against the Subject Property in favor of, and for the benefit of, the City.

NOW THEREFORE, in consideration of the provision of Utility Services by the City, the Owner hereby covenants as follows

1. **Recitals Incorporated.** The above recitals are hereby incorporated in and made a part of this Covenant as fully as if set forth verbatim herein. These recitals are true and correct and the Owner is bound thereby. By signing this Covenant, the Owner acknowledges reading, understanding, and agreeing to each of the recitals. By and through the recording of this Covenant, all assigns and successors in interest in the Subject Property are determined to have read, understood, and agreed to each of the recitals.
2. **Utility Services.**

A. As used in this Covenant, "Utility Services" means and refers to any water, sewer or electric services, or any combination thereof, provided by the City pursuant to the terms of the Customer Agreement, including but not limited to, (i) ongoing water, sewer and electric service; (ii) a service tap from existing water or sewer lines, (iii) a service connection from an existing electric line, (iii) an extension of water or sewer mains or electric lines, or (iv) the issuance of a letter of willingness and capability to provide Utility Services

B. Pursuant to the provisions of the Customer Agreement, the City has agreed to furnish Utility Services to the Subject Property upon the terms, conditions and covenants set forth therein, in addition to any other rates, classifications, policies, procedures, and terms of service applicable to Utility Services that the City has adopted or may in the future adopt and any subsequent amendments thereto. The Owner acknowledges that in no event shall the City be obligated to provide or continue to provide Utility Services to the Subject Property, or any portion thereof, if any obligation of the Owner contained in this Covenant is breached or any covenant made by the Owner in this Covenant is false. Any actions or statements made by the City (including the issuance of any letter of willingness and capability) in connection with providing Utility Services to the Subject Property is made subject to the terms of this Covenant, and if this Covenant is breached by the Owner then all such actions or statements may be, in the City's sole discretion, declared null and void and no reliance by any entity may be placed thereon.

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

The Owner covenants and agrees that he will sign any and every annexation petition which relates to the Subject Property (an "Annexation Petition") immediately upon presentation by the City. As used in this Covenant, an Annexation Petition shall be construed to relate to the Subject Property if the property to be annexed pursuant to and described in the Annexation Petition includes the Subject Property or any portion thereof. The Owner acknowledges that a purpose of this Covenant is to ensure, as a material benefit and consideration to the City, the Owner's full and complete cooperation with any effort to annex the Subject Property, and the Owner agrees, that upon request by the City, the 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 subsequent or additional successive Annexation Petitions in the event any prior annexation effort is unsuccessful. The Owner warrants and covenants that the Owner has not and will not subdivide the Subject Property, combine the Subject Property with other real property not subject to this Covenant, or otherwise manipulate the Subject Property to hinder or impede the City's ability to annex the Subject Property, and any attempt to do so will be considered a breach of this Covenant. This Covenant shall not be construed as prohibiting or inhibiting the subdivision of the Subject Property or the combination of the Subject Property with any other property; provided, however, upon any such division of the Subject Property, this Covenant shall apply to any additional properties derived from the Subject Property and upon the combination of the Subject Property, or any portion thereof, with any other real property this Covenant shall apply to the entirety of the resulting combined property, which shall thereafter be considered the Subject Property, or a portion thereof.

B. The Owner agrees that the obligations contained in this Covenant shall continue in full force and effect until the earlier of the following: (i) the Subject Property, in its entirety, has been successfully annexed into, and continuously lies within, the corporate limits of the City; or (ii) the Owner affirmatively requests in writing that (1) the Subject Property be permanently disconnected from the System, and (2) the Subject Property, in its entirety, is no longer served by the Utility Services.

C. The Owner is a person eighteen years of age, or older, or any firm or corporation, who or which is the sole owner of legal title to a present possessory interest in the Subject Property equal to a life estate or greater (expressly excluding leaseholds, easements, equitable interests, inchoate rights, dower rights, and future interests). Further, the Owner covenants and warrants that he will not transfer, alienate, devise, encumber, or otherwise affect title to the Subject Property for a period of seven days from the date of this Covenant, in order to allow the City time to have this Covenant recorded in the Office of the Register of Deeds for Oconee County, South Carolina. The Owner will inform any subsequent Owner of (i) the Subject Property, (ii) any portion of the Subject Property, or (iii) any real property that the Subject Property is made a part of, that the obligations contained in this Covenant continue and run with the land. A failure by the Owner to properly inform any successor in interest of the Subject Property of this Covenant shall not affect the validity or applicability of this Agreement with respect to any successor in interest, and any such successor in interest shall remain bound by the provisions hereof.

D. The Owner agrees that any breach of conditions of the Customer Agreement or any other agreements associated with the provision of Utility Services made in accordance with this Covenant, shall be a breach of this Covenant. Such conditions may include, but are not limited to, the following: (i) payment of applicable connection fees and surcharges as fixed by the City, (ii) general terms, conditions, and policies upon which Utility Service is made available by the City; and (iii) the payment to the City when due such water, sewer or electric charges, taxes, or fees as may be imposed from time to time.

E. The Owner agrees that the effectiveness of this Covenant will continue and survive any temporary disconnection, interruption, or termination of Utility Services by the City, except for a permanent termination of Utility Services pursuant to Section 3(B)(ii) above

4. **Restrictive Covenant.** THE OWNER HEREBY IMPOSES UPON THE SUBJECT PROPERTY FOR THE BENEFIT OF THE CITY 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 COVENANT. THIS COVENANT SHALL CONTINUE IN FULL FORCE AND EFFECT UNTIL THE EARLIER OF THE FOLLOWING: (I) THE SUBJECT PROPERTY, IN ITS ENTIRETY, HAS BEEN SUCCESSFULLY ANNEXED INTO AND LIES CONTINUOUSLY WITHIN THE CORPORATE LIMITS OF THE CITY; OR (II) THE SUBJECT PROPERTY, IN ITS ENTIRETY, IS NO LONGER BEING SERVED BY UTILITY SERVICES. ANY AND EVERY FUTURE OWNER OF THE SUBJECT PROPERTY, OR ANY PART THEREOF, IS BOUND BY THE TERMS CONTAINED IN THIS COVENANT BY ACCEPTANCE OF A DEED TO THE SUBJECT PROPERTY, OR PORTION THEREOF, THAT IS SUBJECT TO THIS RESTRICTIVE COVENANT.

5. **Recordation of Covenant.** The Owner hereby expressly agrees and directs that this Covenant and description of the Subject Property be recorded in the real estate records in the Office of the Register of Deeds for Oconee County, South Carolina, so as to give record notice to any future prospective purchaser of the Subject Property that this Covenant is an obligation upon the land and runs with the land until the occurrence of either of the two events set forth in the preceding paragraphs

6. **Description of Property.** This Covenant and restrictive covenant apply to the Subject Property as it is more fully described on the attached Exhibit A.

7. **Grant of Right of Way.** The Owner grants the City a right-of-way on and through the Subject Property as reasonably necessary for the City's operation of the System in order to provide Utility Services to the Subject Property. In the event a standard grant of right-of-way has not been executed by the Owner before execution of this Covenant, the Owner agrees, upon request, to execute a standard right-of-way to further document and describe the specific location and rights associated therewith

- 8 **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, the Owner hereby irrevocably appoints the City Administrator of the City of Westminster, South Carolina, Attorney in Fact for the Owner of the Subject Property with full power to sign any Annexation Petition upon the request of the City.
- 9 **Owner's Use of Subject Property** If the Owner changes the current use of the Subject Property to any different use, the City may, at its option, require additional approvals and conditions for continued Utility Service thereon.
- 10 **Default; Remedies** As used in this Covenant, a default of this Covenant occurs immediately upon any breach, failure or nonoccurrence of any term, condition, obligation, affirmative act, covenant, representation or warranty. Immediately upon any default by the Owner, the City may, in its sole discretion, void this Covenant and thereby void any statements, actions or commitments by the City as to providing Utility Services to the Subject Property. Additionally, upon any default by the Owner, the City may elect to enforce this Covenant. If any effort to enforce the terms of this Covenant fails for any reason, the City may thereafter elect to rescind and void this Covenant. In the event this Covenant is rescinded or voided, the City shall be under no obligation to provide Utility Services or to continue to provide Utility Services to the Subject Property or any portion thereof. In the event of any default by the Owner of this Covenant, the City shall be entitled to recover from the Owner the costs and attorneys' fees incurred by the City as a result of or in response to the Owner's default.
- 11 **No Waiver** 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 do act.
- 12 **Remedies Cumulative** Every right and remedy provided in this Covenant is distinct from and cumulative to every other right or remedy under this Covenant or available at law or in equity. The provision of certain rights and remedies in this Covenant does not abrogate, limit or affect any rights or remedies as provided at law or in equity. Every right and remedy may be exercised concurrently, independently or successively.
- 13 **Exhibits Incorporated by Reference** All exhibits referenced in this Covenant are incorporated herein as integral parts of this Covenant and shall be considered reiterated herein as fully as if such provisions had been set forth verbatim in this Covenant.
- 14 **Copies** A photostatic or other reproduction of this document shall be as effective, valid and conclusive as the original.
- 15 **Modification** The terms of this Covenant may be modified in whole or in part only by a written instrument signed by the Owner and consented to by the City. Any oral agreement to modify this Covenant shall be void and of no force and effect.
- 16 **Captions** The captions and headings of the Paragraphs of this Covenant are for convenience only and may not be used to interpret or define the provisions of this Covenant.
- 17 **Severability** In the event that any provision or clause of this Covenant conflicts with any applicable law, the other provisions of this Covenant shall be given effect as fully as possible without the conflicting provision, and to this end the provisions of this Covenant are declared to be severable.
- 18 **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.
- 19 **Successors and Assigns** The covenants and agreements contained in this Covenant and the obligations created hereunder shall ensure to the benefit of and be binding on the City, the Owner and all heirs, successors and assigns of the Owner to the Subject Property, or any part thereof.
- 20 **Governing Law and Forum** The validity, construction and effect of this Covenant shall be governed by the laws of the State of South Carolina, and the Owner hereby consents to the exclusive jurisdiction of the courts of the State of South Carolina for resolution of any dispute arising hereunder.
- 21 **Sealed Instrument** Owner agrees that by signing below he intends to place his hands and seals upon this Covenant and that this Covenant shall be considered in every respect to be a sealed instrument.
- 22 **Effective Date** This Covenant shall be effective upon the date of the last party affixing his signature.



FILED OCONEE COUNTY, SC  
 ANNA K. DAVISON  
 REGISTER OF DEEDS  
 2022 MAR -4 AM 11:50



TO THE MAYOR AND COUNCIL OF THE CITY OF WESTMINSTER, SOUTH CAROLINA:

The undersigned, being 100 percent of the freeholders owning 100percent of the assessed value of the property in the contiguous territory described below and shown on the attached plat or map, hereby petition for annexation of said territory to the City of Westminster by ordinance effective as soon hereafter as possible, pursuant to South Carolina Code of Laws Section 5-3-150 (3).

The territory to be annexed is described as follows: 198 Nina Circle Westminster SC 29693

The property is designated as follows on the County tax parcel map(s)/property identification number(s): 239-03-01-010

It is requested that the property be zoned as follows: Mobile Home

Signature: [Handwritten Signature] Address: 9112 West Oak Hwy Seneca SC 29678 Date: 01/24/2022

FOR MUNICIPAL USE:

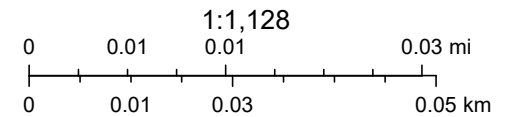
Petition received by: Covenant Date: 1-24-2022
Description and ownership verified by: owner Date: 1-24-2022
Recommendation: Approved
By: Stephen Williams Date: 1-24-2022

# Item 12: Lot F Cornelia Avenue



7/11/2024, 1:32:17 PM

- Addresses
- ▬ Roads
- ▭ Parcels
- ▭ Seneca
- ▭ West Union
- ▭ Buildings\_2020
- ▬ Land Hooks
- Municipalities
- ▭ Walhalla
- ▭ Westminster
- ▭ Salem



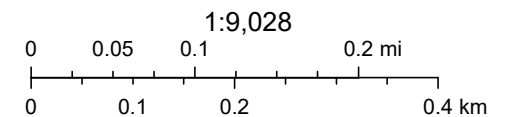
Imagery collected in 2023 by Kucera International. Imagery is managed by Adam DeMars, South Carolina State GIS Coordinator and hosted by Esri.,

OCSCGIS

# Item 12: Lot F Cornelia Avenue Out



7/11/2024, 1:30:10 PM



Imagery collected in 2023 by Kucera International. Imagery is managed by Adam DeMars, South Carolina State GIS Coordinator and hosted by Esri.

OCSCGIS



**CONTRACT FOR PROVISION OF SERVICES TO OUT OF CITY CUSTOMER**

**DECLARATION OF COVENANT REGARDING UTILITIES AND ANNEXATION**

*Handwritten notes:*  
copy  
Westminster  
302

THIS CONTRACT is entered into as of the 24 Day of January, 2022 by James R Moore Sr and the City of Westminster, S.C.

**WITNESSETH:**

Whereas, James R Moore Sr is the owner of that certain tract or parcel of land located in Oconee County, South Carolina, more particularly described as Tax Map # 234-03-01-026 and Street Address 199 Pine Circle Westminster SC 29693 and...

Whereas the owner desires to install or have installed or continue its connection to City utilities and services and...

Whereas the City agrees to service or continue to service the owner's property solely and only upon the condition that the property be annexed into the City of Westminster. However, should annexation not be immediately possible, the owner solemnly contracts, covenants and agrees that as an absolute to the delivery and continuance of water and other City services to his property, he shall sign a valid annexation petition presented to him, at any future date, without delay. The owner further agrees and understands that this contract includes all future structures, or improvements which may be made upon these lands.

The signing of this document does not entitle the owner to any special rates or services of the municipality including Police/Fire until said annexations actually take place and becomes effective. The signing of this contract does not waive any rates for out-of-city customers in effect by the City of Westminster.

It shall be further understood that the covenants and agreements contained herein are not personal, but run with the land and will be binding upon the owner's successor's interest in the property.

It should be clearly understood that should the owner attempt to forfeit this agreement in any way, the City reserves the right to similarly forfeit, abandon, or otherwise cut off all municipal services to said property, on an immediate basis, and may further pursue breach of other legal remedies as may be available to it under the process of law.

In witness whereof, owners have executed the contract and declaration as of the first date written above, and it shall be full force and effect from and after this date.

Debbie Overton  
WITNESS FOR CITY  
Kiley Carter  
ADDITIONAL WITNESS FOR CITY  
Stephanie Holbrook  
WITNESS FOR OWNER  
Debbie Overton  
ADDITIONAL WITNESS FOR OWNER

Customer Service Rep  
CITY OF WESTMINSTER EMPLOYEE TITLE  
Stephanie Holbrook  
CITY OF WESTMINSTER EMPLOYEE SIGNATURE  
James R Moore Sr  
OWNER OF PROPERTY SIGNATURE  
OWNER OF PROPERTY SIGNATURE

FILED OCONEE COUNTY, SC  
ANNA K. DAVISON  
REGISTER OF DEEDS  
2022 MAR -4 AM 11:51

STATE OF SOUTH CAROLINA  
COUNTY OF OCONEE

**ACKNOWLEDGMENT AS TO OWNER(S)**

I, Rebecca Overton, Notary Public for the State of South Carolina, do hereby certify that James R Moore (Owner s. of Property) personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Debbie Overton  
Notary Public of South Carolina  
My Commission Expires: 1/22/2031

STATE OF SOUTH CAROLINA  
COUNTY OF OCONEE

**ACKNOWLEDGMENT AS TO CITY OF WESTMINSTER**

I, Rebecca Overton, Notary Public for the State of South Carolina, do hereby certify that Stephanie Holbrook (City of Westminster Employee) personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Debbie Overton  
Notary Public of South Carolina  
My Commission Expires: 1/22/2031

The City hereby accepts the Declaration of Annexation Covenant set forth herein.

KW B... 1/27/2022  
City Administrator

Barcode ID: 2201883 Type: DEE  
Recorded: 03/04/2022 at 11:51:00 AM  
Fee Amt: \$25.00  
Oconee, South Carolina, Register Of Deeds Off  
Anna Davison - Register Of Deeds  
Page 1 of 3

THIS DECLARATION OF ANNEXATION COVENANT (this "Covenant") is made this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ between the City of Westminster, South Carolina (the "City"), and the person or entity described below, including all successors in interest and assigns, having legal title to a present possessory interest in real estate equal to a life estate or greater, or any other designation as set forth in the Section 5.3.240 of the South Carolina Code of Laws 1976, as amended, or as set forth through judicial interpretation in South Carolina case law (the "Owner"):

**RECITALS:**

**WHEREAS**, the real property located at \_\_\_\_\_ having Tax Map Number \_\_\_\_\_ (as further described herein at Exhibit A, the "Subject Property"), belonging to the Owner, is located outside the City's corporate limits but is located in an area in which annexation into the City is or may become appropriate. The City is under no obligation to furnish Utility Services (as defined herein) to properties located outside of the City's corporate limits, but may do so by contract with individual property owners.

**WHEREAS**, the Owner wishes to obtain Utility Services from the City by contract without the necessity of waiting until the Subject Property may be annexed into the City, and the Owner has entered into an agreement (the "Customer Agreement") with the City in order to secure one or more of the Utility Services for the Subject Property. In consideration for the City's provision of Utility Services to the Subject Property and the connection of the Subject Property to the City's combined utility system (the "System"), the Owner agrees, pursuant to the provisions of this Covenant, to take such action as is necessary to request annexation into the City at such time as the Subject Property becomes contiguous to the City's corporate limits. This Covenant shall be binding upon any and all assigns or successors in interest to the Owner's ownership interest in the Subject Property.

**WHEREAS**, Owner understands that the obligation to execute any and every annexation petition relating to the Subject Property, when presented, is a requirement for Utility Services outside the City, and that failure to satisfy this obligation may, at the election of the City, cause discontinuance and termination of Utility Services to the Subject Property. The Owner further understands that the obligations created under this Covenant run with the land and will apply equally to subsequent owners of the Subject Property. In order to ensure the ability of the City to enforce the provisions of this Covenant against the Owner or any subsequent owner of the Subject Property, the Owner agrees that the provisions of this Covenant shall serve as restrictive covenants against the Subject Property in favor of, and for the benefit of, the City.

**NOW THEREFORE**, in consideration of the provision of Utility Services by the City, the Owner hereby covenants as follows:

1. **Recitals Incorporated.** The above recitals are hereby incorporated in and made a part of this Covenant as fully as if set forth verbatim herein. These recitals are true and correct and the Owner is bound thereby. By signing this Covenant, the Owner acknowledges reading, understanding, and agreeing to each of the recitals. By and through the recording of this Covenant, all assigns and successors in interest in the Subject Property are determined to have read, understood, and agreed to each of the recitals.

2. **Utility Services.**

A. As used in this Covenant, "Utility Services" means and refers to any water, sewer or electric services, or any combination thereof, provided by the City pursuant to the terms of the Customer Agreement, including but not limited to, (i) ongoing water, sewer and electric service; (ii) a service tap from existing water or sewer lines, (iii) a service connection from an existing electric line, (iii) an extension of water or sewer mains or electric lines, or (iv) the issuance of a letter of willingness and capability to provide Utility Services.

B. Pursuant to the provisions of the Customer Agreement, the City has agreed to furnish Utility Services to the Subject Property upon the terms, conditions and covenants set forth therein, in addition to any other rates, classifications, policies, procedures, and terms of service applicable to Utility Services that the City has adopted or may in the future adopt and any subsequent amendments thereto. The Owner acknowledges that in no event shall the City be obligated to provide or continue to provide Utility Services to the Subject Property, or any portion thereof, if any obligation of the Owner contained in this Covenant is breached or any covenant made by the Owner in this Covenant is false. Any actions or statements made by the City (including the issuance of any letter of willingness and capability) in connection with providing Utility Services to the Subject Property is made subject to the terms of this Covenant, and if this Covenant is breached by the Owner then all such actions or statements may be, in the City's sole discretion, declared null and void and no reliance by any entity may be placed thereon.

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

The Owner covenants and agrees that he will sign any and every annexation petition which relates to the Subject Property (an "Annexation Petition") immediately upon presentment by the City. As used in this Covenant, an Annexation Petition shall be construed to relate to the Subject Property if the property to be annexed pursuant to and described in the Annexation Petition includes the Subject Property or any portion thereof. The Owner acknowledges that a purpose of this Covenant is to ensure, as a material benefit and consideration to the City, the Owner's full and complete cooperation with any effort to annex the Subject Property, and the Owner agrees, that upon request by the City, the 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 subsequent or additional successive Annexation Petitions in the event any prior annexation effort is unsuccessful. The Owner warrants and covenants that the Owner has not and will not subdivide the Subject Property, combine the Subject Property with other real property not subject to this Covenant, or otherwise manipulate the Subject Property to hinder or impede the City's ability to annex the Subject Property, and any attempt to do so will be considered a breach of this Covenant. This Covenant shall not be construed as prohibiting or inhibiting the subdivision of the Subject Property or the combination of the Subject Property with any other property, provided, however, upon any such division of the Subject Property, this Covenant shall apply to any additional properties derived from the Subject Property and upon the combination of the Subject Property, or any portion thereof, with any other real property this Covenant shall apply to the entirety of the resulting combined property, which shall thereafter be considered the Subject Property, or a portion thereof.

B. The Owner agrees that the obligations contained in this Covenant shall continue in full force and effect until the earlier of the following: (i) the Subject Property, in its entirety, has been successfully annexed into, and continuously lies within, the corporate limits of the City; or (ii) the Owner affirmatively requests in writing that (1) the Subject Property be permanently disconnected from the System, and (2) the Subject Property, in its entirety, is no longer served by the Utility Services.

C. The Owner is a person eighteen years of age, or older, or any firm or corporation, who or which is the sole owner of legal title to a present possessory interest in the Subject Property equal to a life estate or greater (expressly excluding leaseholds, easements, equitable interests, inchoate rights, dower rights, and future interests). Further, the Owner covenants and warrants that he will not transfer, alienate, devise, encumber, or otherwise affect title to the Subject Property for a period of seven days from the date of this Covenant, in order to allow the City time to have this Covenant recorded in the Office of the Register of Deeds for Oconee County, South Carolina. The Owner will inform any subsequent Owner of (i) the Subject Property, (ii) any portion of the Subject Property, or (iii) any real property that the Subject Property is made a part of, that the obligations contained in this Covenant continue and run with the land. A failure by the Owner to properly inform any successor in interest of the Subject Property of this Covenant shall not affect the validity or applicability of this Agreement with respect to any successor in interest, and any such successor in interest shall remain bound by the provisions hereof.

D. The Owner agrees that any breach of conditions of the Customer Agreement or any other agreements associated with the provision of Utility Services made in accordance with this Covenant, shall be a breach of this Covenant. Such conditions may include, but are not limited to, the following: (i) payment of applicable connection fees and surcharges as fixed by the City, (ii) general terms, conditions, and policies upon which Utility Service is made available by the City, and (iii) the payment to the City when due such water, sewer or electric charges, taxes, or fees as may be imposed from time to time.

E. The Owner agrees that the effectiveness of this Covenant will continue and survive any temporary disconnection, interruption, or termination of Utility Services by the City, except for a permanent termination of Utility Services pursuant to Section 3(B)(ii) above.

4. **Restrictive Covenant.** THE OWNER HEREBY IMPOSES UPON THE SUBJECT PROPERTY FOR THE BENEFIT OF THE CITY 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 COVENANT. THIS COVENANT SHALL CONTINUE IN FULL FORCE AND EFFECT UNTIL THE EARLIER OF THE FOLLOWING: (I) THE SUBJECT PROPERTY, IN ITS ENTIRETY, HAS BEEN SUCCESSFULLY ANNEXED INTO AND LIES CONTINUOUSLY WITHIN THE CORPORATE LIMITS OF THE CITY; OR (II) THE SUBJECT PROPERTY, IN ITS ENTIRETY, IS NO LONGER BEING SERVED BY UTILITY SERVICES. ANY AND EVERY FUTURE OWNER OF THE SUBJECT PROPERTY, OR ANY PART THEREOF, IS BOUND BY THE TERMS CONTAINED IN THIS COVENANT BY ACCEPTANCE OF A DEED TO THE SUBJECT PROPERTY, OR PORTION THEREOF, THAT IS SUBJECT TO THIS RESTRICTIVE COVENANT.

5. **Recordation of Covenant.** The Owner hereby expressly agrees and directs that this Covenant and description of the Subject Property be recorded in the real estate records in the Office of the Register of Deeds for Oconee County, South Carolina, so as to give record notice to any future prospective purchaser of the Subject Property that this Covenant is an obligation upon the land and runs with the land until the occurrence of either of the two events set forth in the preceding paragraphs.

6. **Description of Property.** This Covenant and restrictive covenant apply to the Subject Property as it is more fully described on the attached Exhibit A.

7. **Grant of Right of Way.** The Owner grants the City a right-of-way on and through the Subject Property as reasonably necessary for the City's operation of the System in order to provide Utility Services to the Subject Property. In the event a standard grant of right-of-way has not been executed by the Owner before execution of this Covenant, the Owner agrees, upon request, to execute a standard right-of-way to further document and describe the specific location and rights associated therewith.

8 **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, the Owner hereby irrevocably appoints the City Administrator of the City of Westminster, South Carolina, Attorney in Fact for the Owner of the Subject Property with full power to sign any Annexation Petition upon the request of the City.

9 **Owner's Use of Subject Property** If the Owner changes the current use of the Subject Property to any different use, the City may, at its option, require additional approvals and conditions for continued Utility Service thereon.

10 **Default; Remedies** As used in this Covenant, a default of this Covenant occurs immediately upon any breach, failure or nonoccurrence of any term, condition, obligation, affirmative act, covenant, representation or warranty. Immediately upon any default by the Owner, the City may, in its sole discretion, void this Covenant and thereby void any statements, actions or commitments by the City as to providing Utility Services to the Subject Property. Additionally, upon any default by the Owner, the City may elect to enforce this Covenant. If any effort to enforce the terms of this Covenant fails for any reason, the City may thereafter elect to rescind and void this Covenant. In the event this Covenant is rescinded or voided, the City shall be under no obligation to provide Utility Services or to continue to provide Utility Services to the Subject Property or any portion thereof. In the event of any default by the Owner of this Covenant, the City shall be entitled to recover from the Owner the costs and attorneys' fees incurred by the City as a result of or in response to the Owner's default.

11 **No Waiver** 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.

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

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

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

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

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

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

18 **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.

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

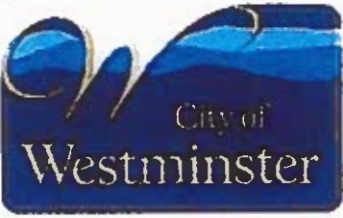
20 **Governing Law and Forum** The validity, construction and effect of this Covenant shall be governed by the laws of the State of South Carolina, and the Owner hereby consents to the exclusive jurisdiction of the courts of the State of South Carolina for resolution of any dispute arising hereunder.

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

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

  
Initial

FILED OCONEE COUNTY, SC  
ANNA K. DAVISON  
REGISTER OF DEEDS  
2022 MAR -4 AM 11:51



Gateway to the Mountain Lakes Region

TO THE MAYOR AND COUNCIL OF THE CITY OF WESTMINSTER, SOUTH CAROLINA:

The undersigned, being 100 percent of the freeholders owning 100percent of the assessed value of the property in the contiguous territory described below and shown on the attached plat or map, hereby petition for annexation of said territory to the City of Westminster by ordinance effective as soon hereafter as possible, pursuant to South Carolina Code of Laws Section 5-3-150 (3).

The territory to be annexed is described as follows: 199 Nina Circle Westminster SC 29693

The property is designated as follows on the County tax parcel map(s)/property identification number(s): 234-03-01-075

It is requested that the property be zoned as follows: mobile Home

Signature Randy Moon

9112 West Oak Hwy Geneca SC 29678 Address

01/24/2022 Date

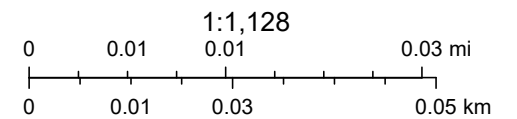
FOR MUNICIPAL USE:

Petition received by Covenant Date 1-21-2022
Description and ownership verified by owner Date 1-21-2022
Recommendation Approved
By Stephen Holmes Date 1-24-2022

# Item 13: Lot G Cornelia Avenue



7/11/2024, 1:35:09 PM



Imagery collected in 2023 by Kucera International. Imagery is managed by Adam DeMars, South Carolina State GIS Coordinator and hosted by Esri.,

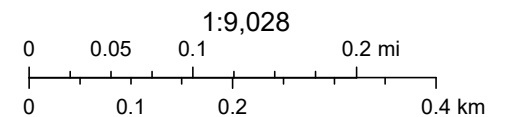
OCSCGIS

# Item 13: Lot G Cornelia Avenue Out



7/11/2024, 1:34:54 PM

- Roads
- Land Hooks
- ▭ Parcels
- Municipalities
- ▭ Seneca
- ▭ Walhalla
- ▭ West Union
- ▭ Westminster
- ▭ Salem



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OCSCGIS