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

M9/ 302 Palmer LLC and the City of Westminster, S.C.

WITNESSETH:

Whereas, Michael Shmuell / Miles 302 Palmer LLC. 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 # 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.

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.

Reese Osteen — WITNESS FOR CITY

Customer Service Rep — CITY OF WESTMINSTER EMPLOYEE TITLE

Kiley Carlton — ADDITIONAL WITNESS FOR CITY

Stephanie Holbrooks — CITY OF WESTMINSTER EMPLOYEE SIGNATURE

Rebecca Overton — WITNESS FOR OWNER

X _____ — OWNER OF PROPERTY SIGNATURE

Stephanie Holbrooks — ADDITIONAL WITNESS FOR OWNER

X _____ — 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 Shmuell (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

REBECCA OVERTON NOTARY PUBLIC SOUTH CAROLINA

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 andacknowledged 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

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

2502 Lot-

014463

Oconee SC Register of Deeds
'24 MAY 29 AM8:39

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

BK3079 PG295-298

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 assure 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.

X MS
(Initial)
X

City of Westminster

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 LawsSection 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): 250009 001

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

X _____ _____ 6/29/23
Signature Address Date

X _____

FOR MUNICIPAL USE:

Petition received by _____. _____
Date

Description and ownership verified by _____. _____
Date

Recommendation _____

By _____. _____

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

Item 2: 100 Dunlop Drive



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

1:9,028

0 0.05 0.1 0.2 mi

0 0.1 0.2 0.4 km

Roads
Land Hooks
Parcels
Municipalities
Salem
Seneca
Walhalla
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

Hart EMC, Esri, HERE, Garmin, GeoTechnologies, Inc., Intermap, USGS, EPA | Imagery collected in 2023 by Kucera International. Imagery is managed by Adam DeMars, South Carolina State GIS Coordinator and hosted by Esri. |

Item 2: 100 Dunlop Drive Out



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

1:36,112

0 0.25 0.5 1 mi

0 0.4 0.8 1.6 km

Major Roads

I-85

Major Roads

Municipalities

Salem

Seneca

Walhalla

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

Hart EMC, Esri, HERE, Garmin, GeoTechnologies, Inc., USGS, EPA | Imagery collected in 2023 by Kucera International. Imagery is managed by Adam DeMars, South Carolina State GIS Coordinator and hosted by Esri. |

City of Westminster

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 LawsSection 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	Address	Date
(City Administrator)	P.O. Box 399 Westminster, SC 29693	06/24/2024

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 — 06/24/2024

Item 3: 198 Dunlop Drive



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

Addresses
Buildings_2020
Roads
Land Hooks
Parcels
Municipalities
Salem
Seneca
Walhalla
West Union
Westminster

1:2,257

0 0.01 0.03 0.06 mi

0 0.03 0.05 0.1 km

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

OCSCGIS

Hart EMC, Esri, HERE, Garmin, GeoTechnologies, Inc., USGS, EPA | Imagery collected in 2023 by Kucera International. Imagery is managed by Adam DeMars, South Carolina State GIS Coordinator and hosted by Esri. |

Item 3: 198 Dunlop Drive Out



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

Roads
Land Hooks
Parcels
Municipalities
Salem
Seneca
Walhalla
West Union
Westminster

1:9,028

0 0.05 0.1 0.2 mi

0 0.1 0.2 0.4 km

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

Hart EMC, Esri, HERE, Garmin, GeoTechnologies, Inc., Intermap, USGS, EPA | Imagery collected in 2023 by Kucera International. Imagery is managed by Adam DeMars, South Carolina State GIS Coordinator and hosted by Esri. |

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 28th Day of April, 2023 by Joyce Winkler and the City of Westminster, S.C.

WITNESSETH:

Whereas, Joyce Winkler (Print Owner's Name) 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

administrative asst.
CITY OF WESTMINSTER EMPLOYEE TITLE

Debbie Overton
ADDITIONAL WITNESS FOR CITY

Connie Baty
CITY OF WESTMINSTER EMPLOYEE SIGNATURE

Kiley Carter
WITNESS FOR OWNER

Joyce C. Winkler
OWNER OF PROPERTY SIGNATURE

Debbie Overton
ADDITIONAL WITNESS FOR OWNER

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

Kiley Carter
Notary Public, State of South Carolina
My Commission Expires Feb. 26, 2025

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 andacknowledged the due execution of the foregoing instrument.

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

Kiley Carter
Notary Public, State of South Carolina
My Commission Expires Feb. 26, 2025

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

City Administrator

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 143 Oakmont Rd Westminster SC 29693 having Tax Map Number 235-00-02-033 (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 inhabiting 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 conflictingprovision, 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.

City of Westminster

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 LawsSection 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	Address	Date
Jack C. Wells	143 Oakmont Rd Westminster SC 29693	3-9-23

FOR MUNICIPAL USE:

Petition received by _____. _____ Date

Description and ownership verified by _____. _____ Date

Recommendation Accept

By _____. _____

Oconee COUNTY

STATE TAX_____

COUNTY TAX_____

EXEMPT N

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

2017 AUG -8 P 4: 32

Doc ID: 005066830002 Type: DEE
BK 2289 PG 295-296

RKW
10-23

001658

CONVEYED WITHOUT TITLE EXAMINATION BY RKW

STATE OF SOUTH CAROLINA)
)
COUNTY OF OCONEE)

TITLE TO REAL ESTATE
(LIFE ESTATE DEED)

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 ~~July~~ August 7, 2017, and recorded ~~July~~ August 8, 2017, in Deed Book 2289, Page 293, records of Oconee County, South Carolina.

FOR OFFICE USE ONLY

THIS PROPERTY DESIGNATED AS
MAP 235 SUB 00 BLK 02 PAR 033
ON OCONEE COUNTY TAX MAPS

Brenda L. August
COUNTY ASSESSOR

TAX MAP NO. 235-00-02-033

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 said

AUG 08 2017

Auditor, Oconee County S.C.

STATE OF SOUTH CAROLINA

CERTIFICATION OF VITAL RECORD

DEATH CERTIFICATION

139-2021-043073

* FRANCES BURTON COX *

AKA: N/A

DECEDENT INFORMATION

DATE OF DEATH: SEPTEMBER 01, 2021
TIME OF DEATH: 1832
PLACE OF DEATH TYPE: HOSPITAL-INPATIENT
SOCIAL SECURITY NUMBER: 249-38-6741
PLACE OF DEATH NAME AND ADDRESS: PRISMA HEALTH OCONEE MEMORIAL HOSPITAL, SENECA, SC, 29672
CITY OF DEATH: SENECA
COUNTY OF DEATH: OCONEE
MARITAL STATUS: WIDOWED (AND NOT REMARRIED)
DATE OF BIRTH: JULY 20, 1927
SURVIVING SPOUSE: N/A
AGE: 94 YEARS
FATHER NAME: WALTER LEMUEL BURTON
PLACE OF BIRTH: SOUTH CAROLINA
MOTHER NAME: SUSIE DICKSON
SEX: FEMALE
RESIDENCE: 143 OAKMONT ROAD, WESTMINSTER, OCONEE COUNTY, SC, 29693
ARMED FORCES: NO

INFORMANT INFORMATION

NAME: JOYCE WINKLER
RELATIONSHIP: DAUGHTER
MAILING ADDRESS: 220 MILLER FARM ROAD, WESTMINSTER, SC, 29693

DISPOSITION/FUNERAL HOME INFORMATION

PLACE: HERITAGE MEMORIAL GARDENS, WESTMINSTER, SC, 29693
METHOD: BURIAL
FUNERAL HOME: SANDIFER FUNERAL HOME, INC.
FUNERAL HOME ADDRESS: 512 E. MAIN ST, PO BOX 69, WESTMINSTER, SC, 29693
FUNERAL DIRECTOR NAME: BRIAN A ALLEN
LICENSE NUMBER: 2561
EMBALMER: NONE
LICENSE NUMBER: NONE

MEDICAL INFORMATION

CERTIFIER: DR. SARAH C. FABRY
LICENSE NUMBER: LL37674
ADDRESS: 11082 N RADIO STATION ROAD, SENECA, SC, 29678
CAUSE OF DEATH - PART I:
COVID-19
AGE RELATED VASCULAR DEMENTIA
ACUTE CYSTITIS WITH HEMATURIA
SEPSIS DUE TO URINARY TRACT INFECTION
MANNER OF DEATH: NATURAL
OTHER SIGNIFICANT CONDITIONS - PART II: DEMENTIA, HYPERTENSION

CORONER CONTACTED?:
AUTOPSY PERFORMED?: NO
DATE OF INJURY: N/A
AUTOPSY AVAILABLE?: N/A
LOCATION OF INJURY: N/A
TIME OF INJURY: N/A
PLACE OF INJURY: N/A
INJURY AT WORK?: N/A
HOW INJURY OCCURRED: N/A

DATE FILED: SEPTEMBER 13, 2021
DATE ISSUED: SEPTEMBER 13, 2021

AMENDMENT HISTORY

N/A

SC09763172

This is a true certification of the facts on file in the Division of Vital Records, SC Department of Health and Environmental Control.

Edward D. Simmer, MD, MPH, DFAPA
Director and State Registrar

Caleb N. Cox
Assistant State Registrar

This is watermarked paper. Do not accept without noting watermark. Hold to light to verify watermark.

Revision Date: 02/18/2021

ANY ALTERATION OR ERASURE VOIDS THIS CERTIFICATE

Item 4: 143 Oakmont Road



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

1:4,514

0 0.03 0.06 0.12 mi

0 0.05 0.1 0.2 km

Addresses
Buildings_2020
Roads
Land Hooks
Parcels
Municipalities
Salem
Seneca
Walhalla
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

Hart EMC, Esri, HERE, Garmin, GeoTechnologies, Inc., USGS, EPA | Imagery collected in 2023 by Kucera International. Imagery is managed by Adam DeMars, South Carolina State GIS Coordinator and hosted by Esri. |

Item 4: 143 Oakmont Road Out



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

1:18,056

0 0.13 0.25 0.5 mi

0 0.2 0.4 0.8 km

Major Roads

I-85

Major Roads

Roads

Land Hooks

Parcels

Municipalities

Salem

Seneca

Walhalla

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

Hart EMC, Esri, HERE, Garmin, GeoTechnologies, Inc., USGS, EPA | Imagery collected in 2023 by Kucera International. Imagery is managed by Adam DeMars, South Carolina State GIS Coordinator and hosted by Esri. |

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 31 Day of December, 2021 by

Demorren Owens and the City of Westminster, S.C.

WITNESSETH:

Whereas, Demorren Owens 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 # 235-00-02-088 and Street

Address 1405 Diamant 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

Customer Service Rep
CITY OF WESTMINSTER EMPLOYEE TITLE

Rebecca Overton
ADDITIONAL WITNESS FOR CITY

St Clair Hilburn
CITY OF WESTMINSTER EMPLOYEE SIGNATURE

Kiley Carter
WITNESS FOR OWNER

Demorren Owens
OWNER OF PROPERTY SIGNATURE

St Clair Hilburn
ADDITIONAL WITNESS FOR OWNER

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 Demorren Owens (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: 11/22/2031

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.

Rebecca Overton
Notary Public of South Carolina
My Commission Expires: 11/22/2031

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

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 Oakmont Rd. having Tax Map Number 255-00-02-028 (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, agreementsand 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 conflictingprovision, 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 thisCovenant 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 thisCovenant 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 11:53

City of Westminster

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 LawsSection 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): 235-00-02-080

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

Signature	Address	Date
Jamieson Owens	1405 Clearmont rd	12-31-21

FOR MUNICIPAL USE:

Petition received by Covenant. 12-31-2021 Date

Description and ownership verified by Owner. 12-31-2021 Date

Recommendation Approved

By Stephanie Hollis. 12-31-2021

qPublic.net™ Oconee County, SC

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
Total Value (Market)	$41,490
Land Value	$0
Improvement Value	$0
Accessory Value	$0
Total Value (Capped)	$0

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

1:2,257

0 0.01 0.03 0.06 mi

0 0.03 0.05 0.1 km

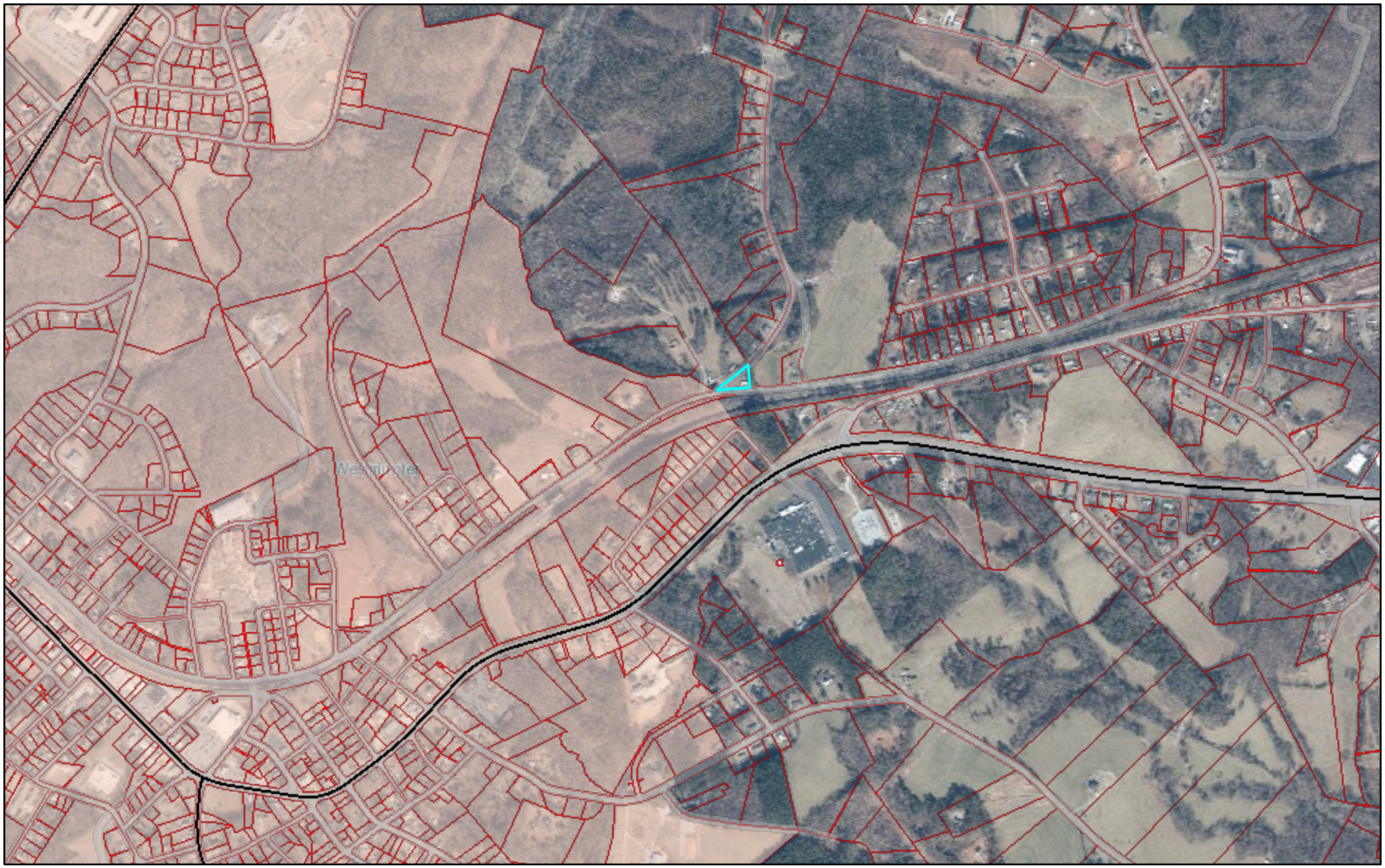
Addresses
Buildings_2020
Roads
Land Hooks
Parcels
Municipalities
Salem
Seneca
Walhalla
West Union
Westminster

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

OCSCGIS

Hart EMC, Esri, HERE, Garmin, GeoTechnologies, Inc., USGS, EPA | Imagery collected in 2023 by Kucera International. Imagery is managed by Adam DeMars, South Carolina State GIS Coordinator and hosted by Esri. |

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

0 0.13 0.25 0.5 mi

0 0.2 0.4 0.8 km

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

Hart EMC, Esri, HERE, Garmin, GeoTechnologies, Inc., USGS, EPA | Imagery collected in 2023 by Kucera International. Imagery is managed by Adam DeMars, South Carolina State GIS Coordinator and hosted by Esri. |

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.

WITNESSETH:

Whereas, Jeremy & Shellie Fassett (Print Owner's Name) is the owner of that certain tract or parcel of land located in Oconee County, South Carolina, more particularly described as Tax Map # ~~550~~ 249-00-03-013 and Street Address 169 Mercersgill 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.

Kiley Carter
WITNESS FOR CITY

Customer Service Rep
CITY OF WESTMINSTER EMPLOYEE TITLE

Debbie Smith
ADDITIONAL WITNESS FOR CITY

Stephanie Holbrooks
CITY OF WESTMINSTER EMPLOYEE SIGNATURE

Debbie Smith
WITNESS FOR OWNER

X
OWNER OF PROPERTY SIGNATURE

Stephanie Holbrooks
ADDITIONAL WITNESS FOR OWNER

X Shellie Fassett
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 Jeremy + Shellie Fassett (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 Stephanie Holbrooks (City of Westminster Employee) personally appeared before me this day andacknowledged the due execution of the foregoing instrument.

Kiley Carter
Notary Public, State of South Carolina
My Commission Expires Feb. 26, 2025

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.

City Administrator

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 Marcengill Rd. 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 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.**

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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 conflictingprovision, 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

City of Westminster

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 LawsSection 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: _____

X _____ 650 Marcengill RD 5/26/23
Signature Address Date

X _____

FOR MUNICIPAL USE:

Petition received by _____. _____ Date

Description and ownership verified by _____. _____ Date

Recommendation Accept

By _____. _____

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

2023 MAR 29 PM 1:37

MAR 30 2023

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

BK 2923 PG 195-196

FOR OFFICE USE ONLY
THIS PROPERTY DESIGNATED AS
MAP 249 SUB 00 BLK 03 PARC 013
ON OCONEE COUNTY TAX MAPS
13
OCONEE COUNTY ASSESSOR

[Space Above This Line For Recording Data]

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

GRANTEE'S ADDRESS: 111 McNair 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.

15.00
012469

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

119B Professional Park Drive
Seneca, SC 29678

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

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.

JUDSON R. JAHN
MY COMM EXP
NOTARY
PUBLIC
05/26/2030
SOUTH CAROLINA

Notary for South Carolina
My Commission Expires: 5-26-30

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

1198 Professional Park Drive
Seneca, SC 29678

City of Westminster

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 LawsSection 5-3-150 (3).

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

The property is designated as follows on the County tax parcel map(s)/property identification number(s): 249000301B

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

Signature	Address	Date
[signature]	650 Marcengill	2-4-2022

FOR MUNICIPAL USE:

Petition received by Covenant 2-4-2022 Date

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

Recommendation Approved

By Stephanie Hobbs 2-4-2022

Item 6: 650 Marcengill Road



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

1:2,257

0 0.01 0.03 0.06 mi

0 0.03 0.05 0.1 km

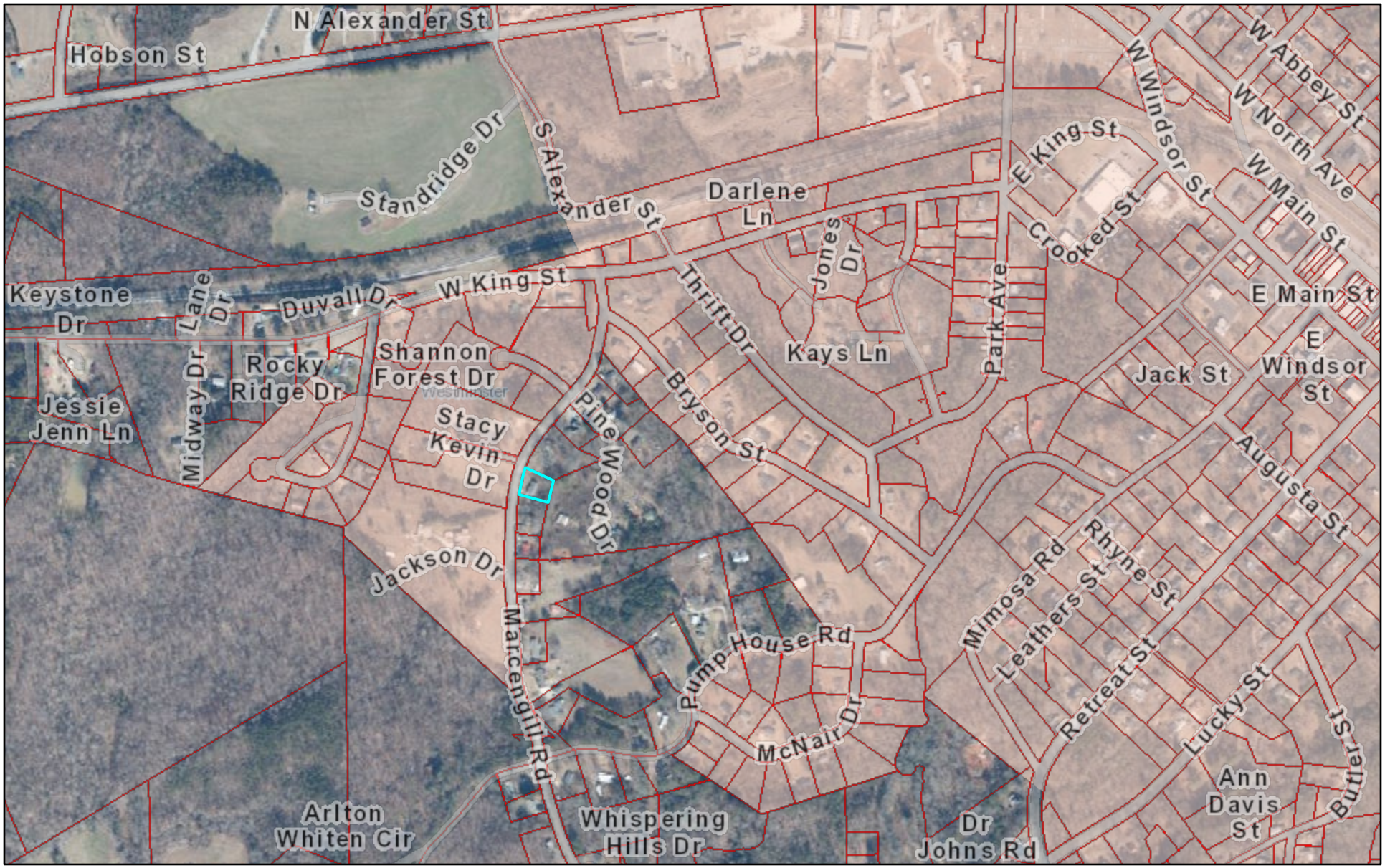
Addresses
Buildings_2020
Roads
Land Hooks
Parcels
Municipalities
Salem
Seneca
Walhalla
West Union
Westminster

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

OCSCGIS

Hart EMC, Esri, HERE, Garmin, GeoTechnologies, Inc., USGS, EPA | Imagery collected in 2023 by Kucera International. Imagery is managed by Adam DeMars, South Carolina State GIS Coordinator and hosted by Esri. |

Item 6: 650 Marcengill Road Out



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

1:9,028

0 0.05 0.1 0.2 mi

0 0.1 0.2 0.4 km

Roads

Land Hooks

Parcels

Municipalities

Salem

Seneca

Walhalla

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

Hart EMC, Esri, HERE, Garmin, GeoTechnologies, Inc., Intermap, USGS, EPA | Imagery collected in 2023 by Kucera International. Imagery is managed by Adam DeMars, South Carolina State GIS Coordinator and hosted by Esri. |

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 (Print Owner's Name) 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 Nina 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.

Rebecca Overton
WITNESS FOR CITY

Kiley Carter
ADDITIONAL WITNESS FOR CITY

Stephanie Holbrooks
WITNESS FOR OWNER

Rebecca 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

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.

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 Holbrooks (City of Westminster Employee) personally appeared before me this day andacknowledged 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.

KW Ham 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 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.

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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.

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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 conflictingprovision, 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. DAWSON
REGISTER OF DEEDS
2022 MAR -4 AM 11:50

City of Westminster

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 LawsSection 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 Moore — Address: 9112 West Oak Hwy Seneca SC 29678 — Date: 01/24/2022

FOR MUNICIPAL USE:

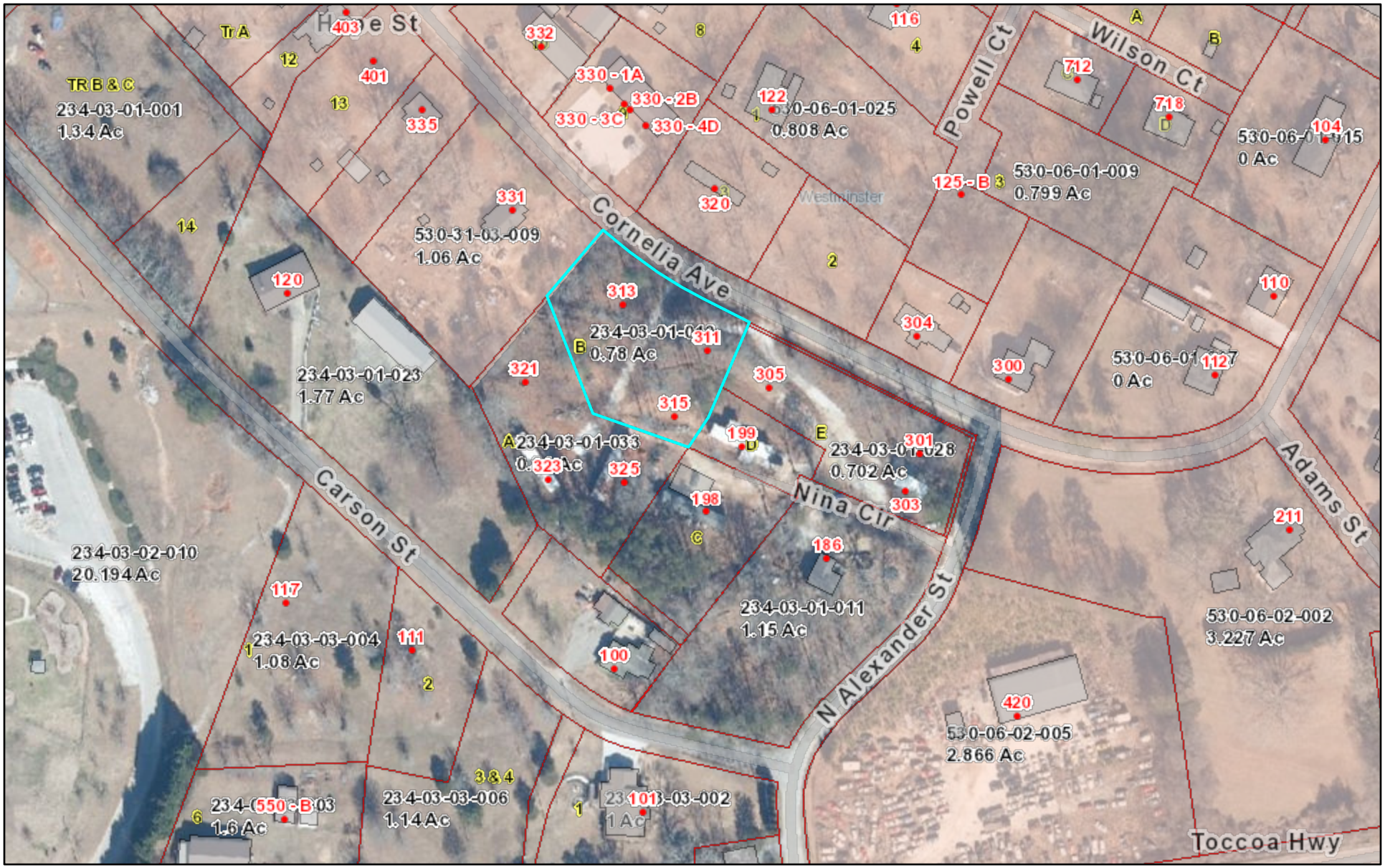
Petition received by Covenant — Date 1-24-2022

Description and ownership verified by Owner — Date 1-24-2022

Recommendation Approved

By Stephanie Holmes — 1-24-2022

Item 7: 311 Cornelia Avenue



7/11/2024, 12:44:03 PM

1:2,257

0 0.01 0.03 0.06 mi

0 0.03 0.05 0.1 km

Addresses
Buildings_2020
Roads
Land Hooks
Parcels
Municipalities
Salem
Seneca
Walhalla
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

Hart EMC, Esri, HERE, Garmin, GeoTechnologies, Inc., USGS, EPA | Imagery collected in 2023 by Kucera International. Imagery is managed by Adam DeMars, South Carolina State GIS Coordinator and hosted by Esri. |

Item 7: 311 Cornelia Avenue Out



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

1:9,028

0 0.05 0.1 0.2 mi

0 0.1 0.2 0.4 km

Roads
Land Hooks
Parcels
Municipalities
Salem
Seneca
Walhalla
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

Hart EMC, Esri, HERE, Garmin, GeoTechnologies, Inc., Intermap, USGS, EPA | Imagery collected in 2023 by Kucera International. Imagery is managed by Adam DeMars, South Carolina State GIS Coordinator and hosted by Esri. |

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 (Print Owner's Name) 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 Nina 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.

Rebecca Overton
WITNESS FOR CITY

Kiley Carter
ADDITIONAL WITNESS FOR CITY

Stephanie Holbrooks
WITNESS FOR OWNER

Rebecca 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

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.

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 Holbrooks (City of Westminster Employee) personally appeared before me this day andacknowledged 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.

KW Ham 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 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 conflictingprovision, 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. DAWSON
REGISTER OF DEEDS
2022 MAR -4 AM 11:50

City of Westminster

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 LawsSection 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 Moore — Address: 9112 West Oak Hwy Seneca SC 29678 — Date: 01/24/2022

FOR MUNICIPAL USE:

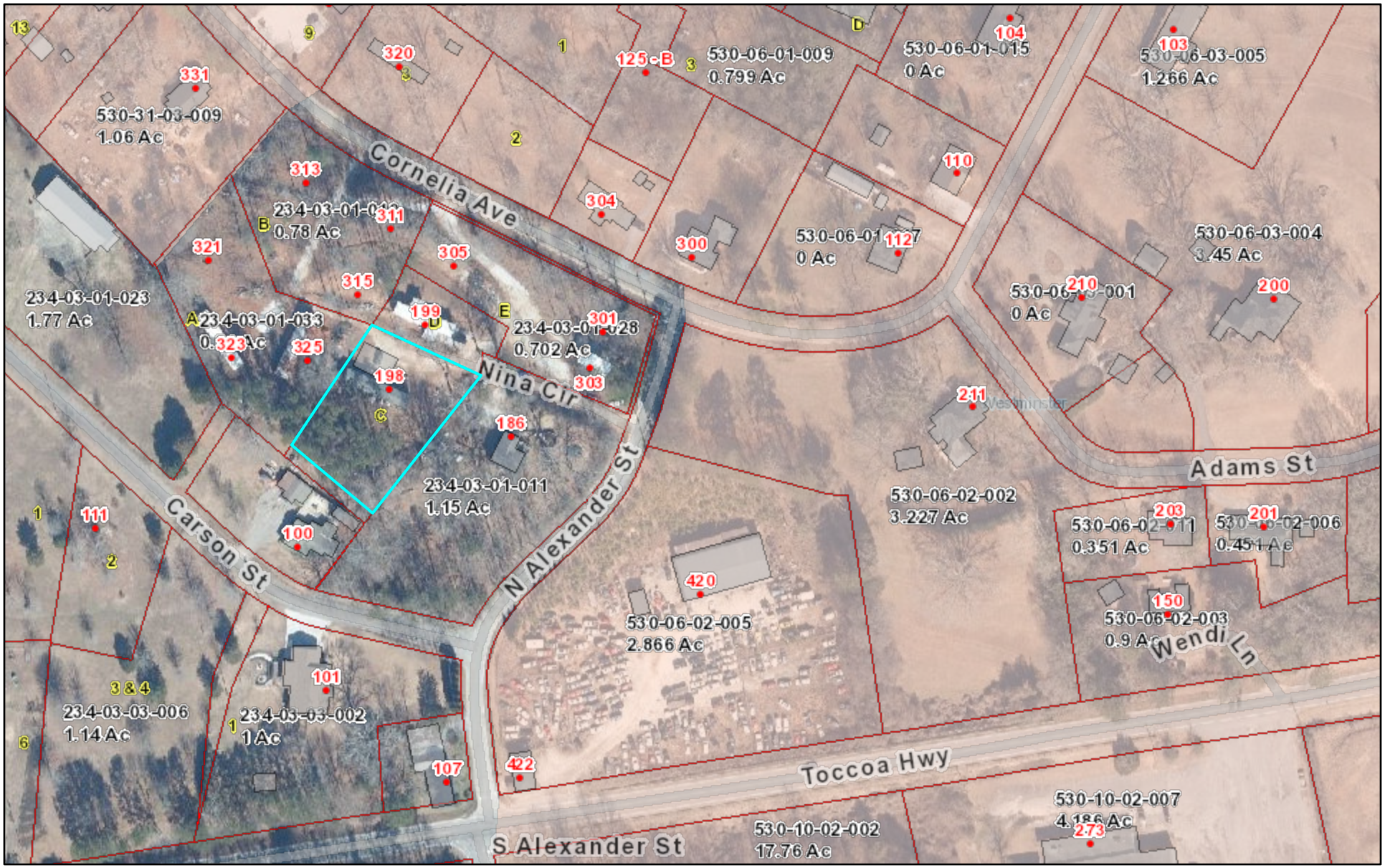
Petition received by Covenant — Date 1-24-2022

Description and ownership verified by Owner — Date 1-24-2022

Recommendation Approved

By Stephanie Holmes — 1-24-2022

Item 8: 198 Nina Circle



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

1:2,257

0 0.01 0.03 0.06 mi

0 0.03 0.05 0.1 km

Addresses
Buildings_2020
Roads
Land Hooks
Parcels
Municipalities
Salem
Seneca
Walhalla
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

Hart EMC, Esri, HERE, Garmin, GeoTechnologies, Inc., USGS, EPA | Imagery collected in 2023 by Kucera International. Imagery is managed by Adam DeMars, South Carolina State GIS Coordinator and hosted by Esri. |

Item 8: 198 Nina Circle Out



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

Roads

Land Hooks

Parcels

Municipalities

Salem

Seneca

Walhalla

West Union

Westminster

1:9,028

0 0.05 0.1 0.2 mi

0 0.1 0.2 0.4 km

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

Hart EMC, Esri, HERE, Garmin, GeoTechnologies, Inc., Intermap, USGS, EPA | Imagery collected in 2023 by Kucera International. Imagery is managed by Adam DeMars, South Carolina State GIS Coordinator and hosted by Esri. |

01 4045

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 Day of January, 2022 by James R Moore Sr and the City of Westminster, S.C.

WITNESSETH:

Whereas, James R Moore Sr (Print Owner's Name) 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 ~~307~~ 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 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.

Rebecca Overton
WITNESS FOR CITY

Customer Service Rep
CITY OF WESTMINSTER EMPLOYEE TITLE

Kiley Carter
ADDITIONAL WITNESS FOR CITY

Stephanie Holbrooks
CITY OF WESTMINSTER EMPLOYEE SIGNATURE

Stephanie Holbrooks
WITNESS FOR OWNER

James R Moore Sr
OWNER OF PROPERTY SIGNATURE

Rebecca Overton
ADDITIONAL WITNESS FOR OWNER

OWNER OF PROPERTY SIGNATURE

FILED OCONEE COUNTY, SC
2022 MAR -4 AM 11:51
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.

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

NOTARY PUBLIC SOUTH CAROLINA

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 andacknowledged the due execution of the foregoing instrument.

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

NOTARY PUBLIC SOUTH CAROLINA

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

1/24/2022
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

BK 2786 PG 326-328

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, agreementsand 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 conflictingprovision, 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. DAWSON
REGISTER OF DEEDS
2022 MAR -4 AM 11:51

City of Westminster

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 LawsSection 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): 234-03-01-026

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

Signature	Address	Date
Randy Moon	912 West Oak Hwy Seneca SC 29678	01/24/2022

FOR MUNICIPAL USE:

Petition received by Covenant. 1-24-2022 Date

Description and ownership verified by owner. 1-24-2022 Date

Recommendation Approved

By Stephanie Holland. 1-24-2022

Item 9: 199 Nina Circle



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

1:1,128

0 0.01 0.01 0.03 mi

0 0.01 0.03 0.05 km

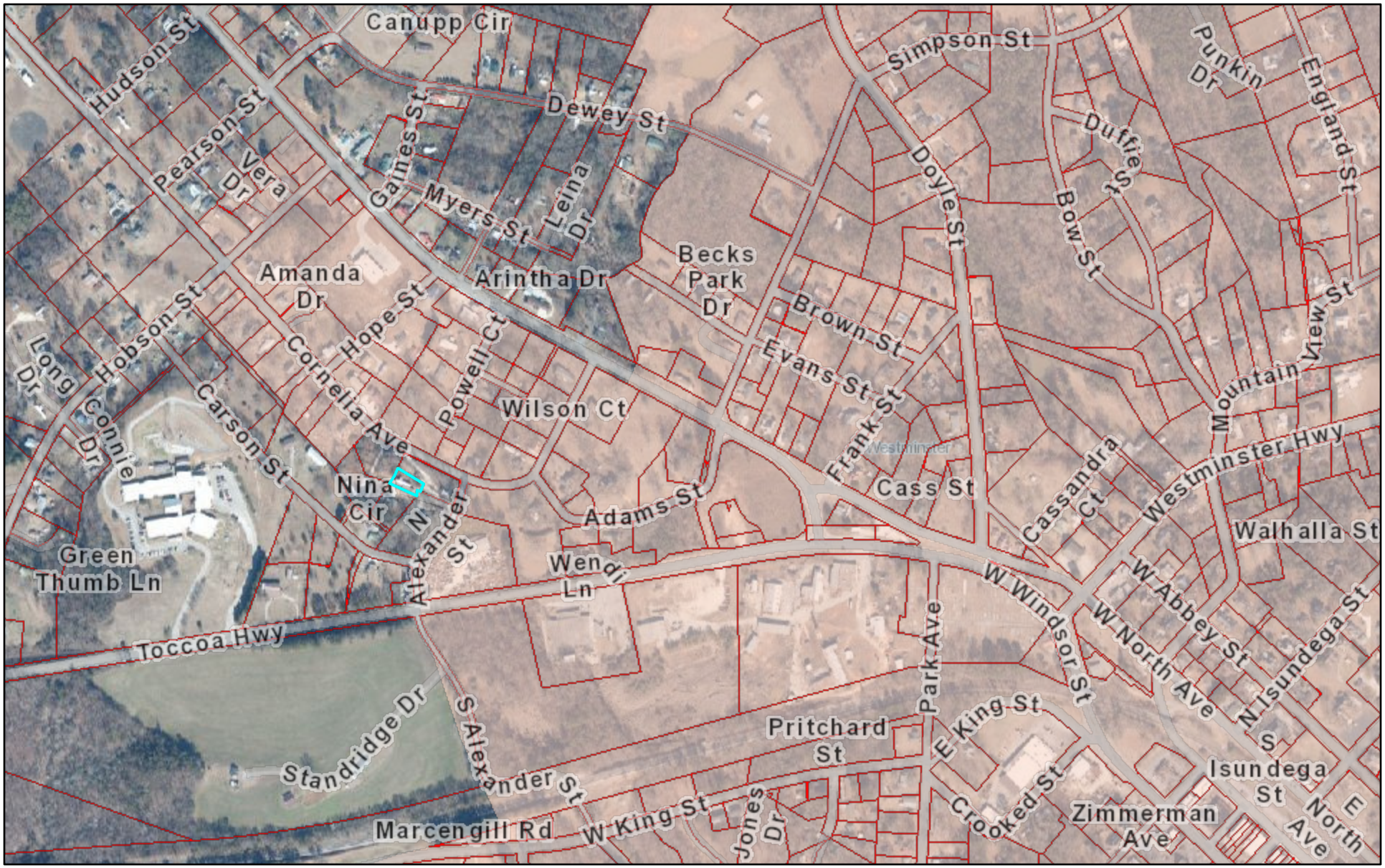
Addresses
Buildings_2020
Roads
Land Hooks
Parcels
Municipalities
Salem
Seneca
Walhalla
West Union
Westminster

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

OCSCGIS

Hart EMC, Esri, HERE, Garmin, GeoTechnologies, Inc., USGS, EPA | Imagery collected in 2023 by Kucera International. Imagery is managed by Adam DeMars, South Carolina State GIS Coordinator and hosted by Esri. |

Item 9: 199 Nina Circle Out



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

1:9,028

0 0.05 0.1 0.2 mi

0 0.1 0.2 0.4 km

Roads

Land Hooks

Parcels

Municipalities

Salem

Seneca

Walhalla

West Union

Westminster

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01 4045

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 Day of January, 2022 by James R Moore Sr and the City of Westminster, S.C.

WITNESSETH:

Whereas, James R Moore Sr (Print Owner's Name) 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 ~~307~~ 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 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.

Rebecca Overton
WITNESS FOR CITY

Customer Service Rep
CITY OF WESTMINSTER EMPLOYEE TITLE

Kiley Carter
ADDITIONAL WITNESS FOR CITY

Stephanie Holbrooks
CITY OF WESTMINSTER EMPLOYEE SIGNATURE

Stephanie Holbrooks
WITNESS FOR OWNER

James R Moore Sr
OWNER OF PROPERTY SIGNATURE

Rebecca Overton
ADDITIONAL WITNESS FOR OWNER

OWNER OF PROPERTY SIGNATURE

FILED OCONEE COUNTY, SC
2022 MAR -4 AM 11:51
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.

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

NOTARY PUBLIC SOUTH CAROLINA

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 andacknowledged the due execution of the foregoing instrument.

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

NOTARY PUBLIC SOUTH CAROLINA

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

1/24/2022
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

BK 2786 PG 326-328

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.

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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 conflictingprovision, 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. DAWSON
REGISTER OF DEEDS
2022 MAR -4 AM 11:51

City of Westminster

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 LawsSection 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): 234-03-01-026

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

Signature	Address	Date
Randy Moon	912 West Oak Hwy Seneca SC 29678	01/24/2022

FOR MUNICIPAL USE:

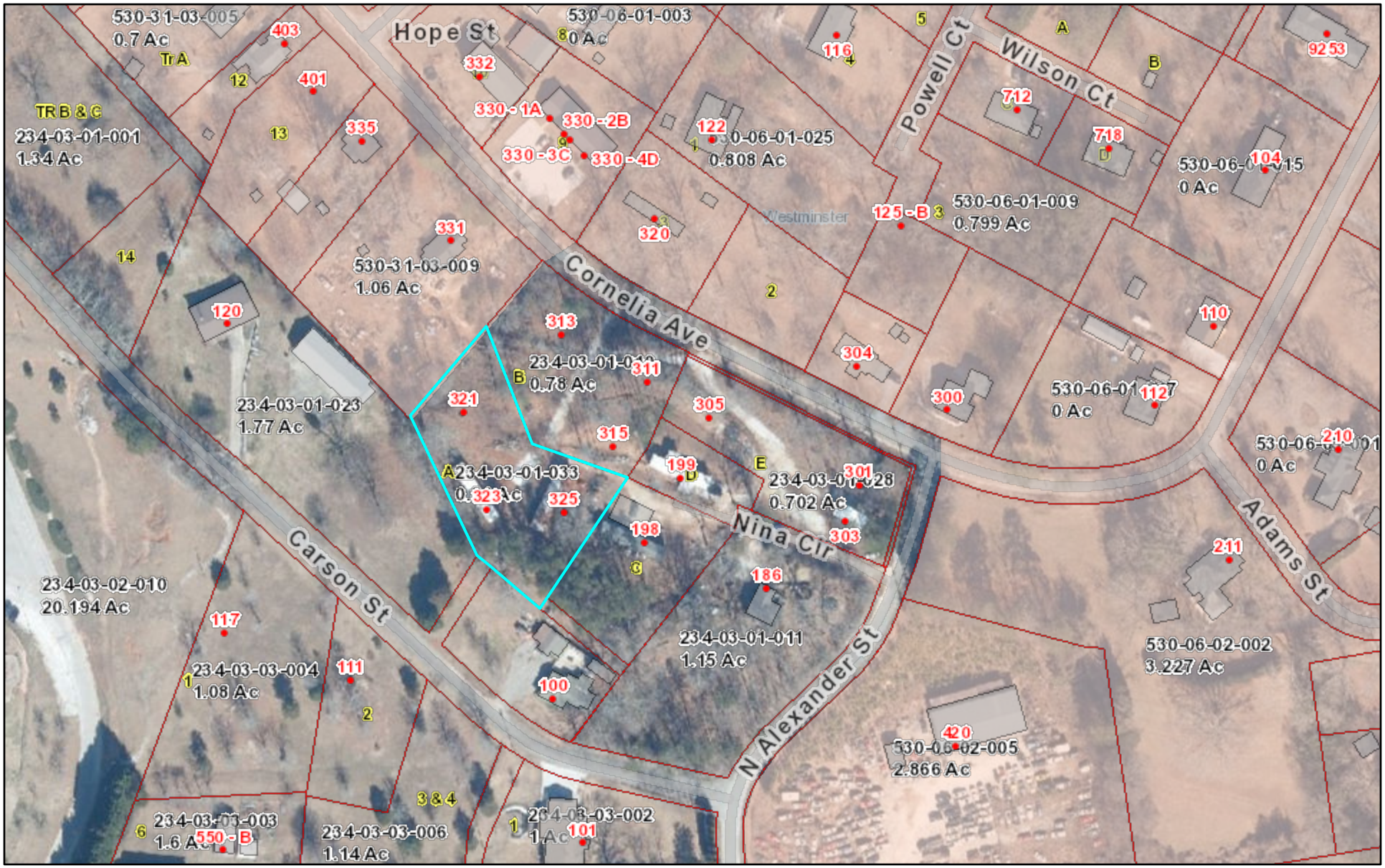
Petition received by Covenant. 1-24-2022 Date

Description and ownership verified by owner. 1-24-2022 Date

Recommendation Approved

By Stephanie Holland. 1-24-2022

Item 10: Lot A Cornelia Avenue



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

1:2,257

0 0.01 0.03 0.06 mi

0 0.03 0.05 0.1 km

- Addresses
- Buildings_2020
- Roads
- Land Hooks
- Parcels
- Municipalities
- Salem
- Seneca
- Walhalla
- 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

Hart EMC, Esri, HERE, Garmin, GeoTechnologies, Inc., USGS, EPA | Imagery collected in 2023 by Kucera International. Imagery is managed by Adam DeMars, South Carolina State GIS Coordinator and hosted by Esri. |

Item 10: Lot A Cornelia Avenue Out



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

1:9,028

0 0.05 0.1 0.2 mi

0 0.1 0.2 0.4 km

Roads
Land Hooks
Parcels
Municipalities
Salem
Seneca
Walhalla
West Union
Westminster

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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 (Print Owner's Name) is the owner of that certain tract or parcel of land located in Oconee County, South Carolina, more particularly described as Tax Map # 233-03-01-026 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 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.

Rebecca Overton
WITNESS FOR CITY

Customer Service Rep
CITY OF WESTMINSTER EMPLOYEE TITLE

Kiley Cantu
ADDITIONAL WITNESS FOR CITY

Stephanie Holbrooks
CITY OF WESTMINSTER EMPLOYEE SIGNATURE

Stephanie Holbrooks
WITNESS FOR OWNER

James R Moore
OWNER OF PROPERTY SIGNATURE

Rebecca Overton
ADDITIONAL WITNESS FOR OWNER

OWNER OF PROPERTY SIGNATURE

FILED OCONEE COUNTY, SC
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.

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 Holbrooks (City of Westminster Employee) personally appeared before me this day andacknowledged 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.

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 (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 conflictingprovision, 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 thisCovenant 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 thisCovenant 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

City of Westminster

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 LawsSection 5-3-150 (3). 301 ~~Cornt~~ 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): 234-03-01-026

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

Signature 9112 West Oak Hwy Address Seneca SC 29678 01-24-2022. Date

FOR MUNICIPAL USE:

Petition received by Covenant. 1-24-2022 Date

Description and ownership verified by Owner. 1-24-2022 Date

Recommendation Approved

By Stephanie Holland. 1-24-2022

Item 11: Lot E Cornelia Avenue



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

1:1,128

0 0.01 0.01 0.03 mi

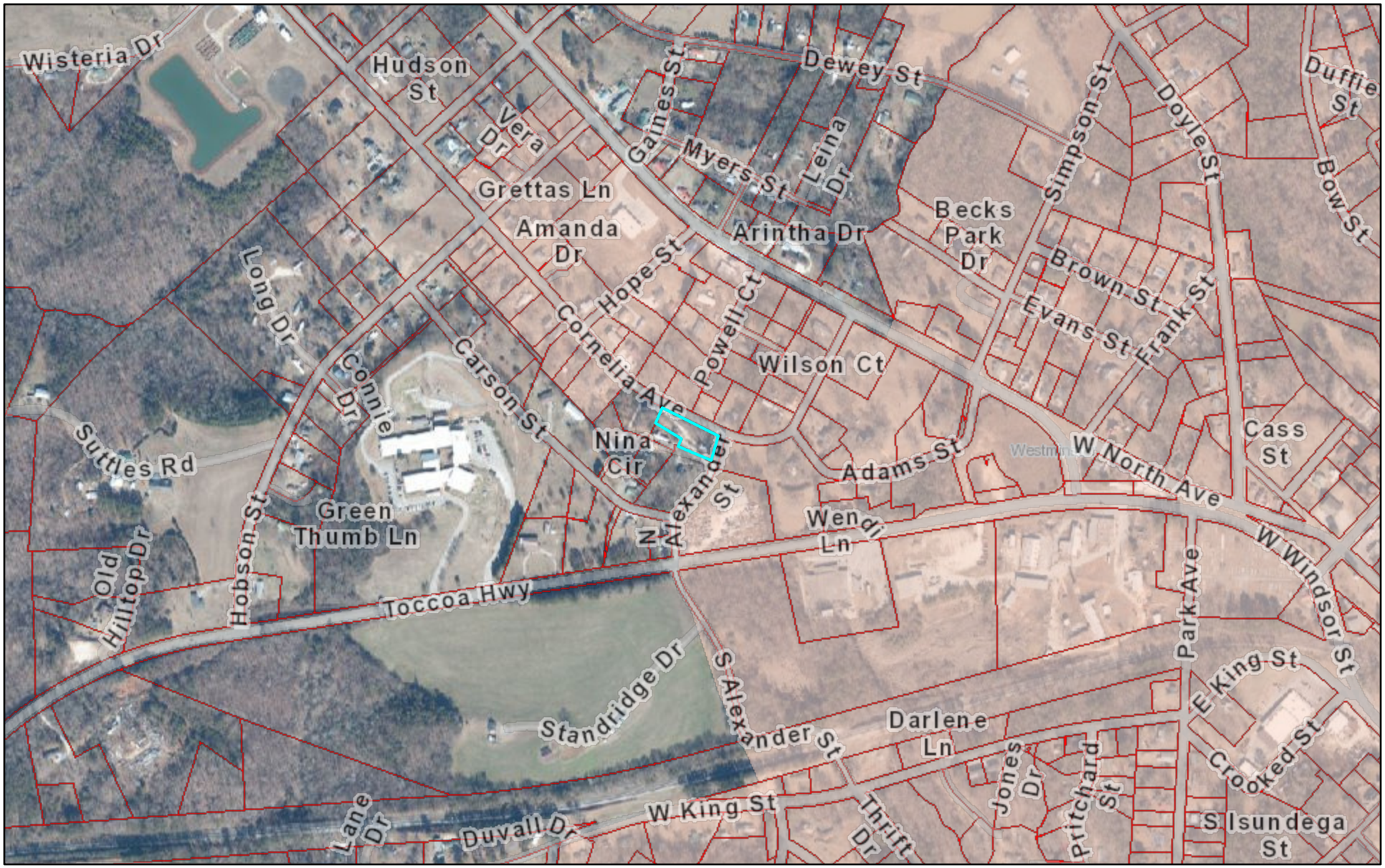
0 0.01 0.03 0.05 km

Addresses
Buildings_2020
Roads
Land Hooks
Parcels
Municipalities
Salem
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Westminster

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

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Item 11: Lot E Cornelia Avenue Out



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

1:9,028

0 0.05 0.1 0.2 mi

0 0.1 0.2 0.4 km

Roads

Land Hooks

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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 (Print Owner's Name) 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 Nina 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.

Rebecca Overton
WITNESS FOR CITY

Kiley Carter
ADDITIONAL WITNESS FOR CITY

Stephanie Holbrooks
WITNESS FOR OWNER

Rebecca 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

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.

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 Holbrooks (City of Westminster Employee) personally appeared before me this day andacknowledged 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.

KW Ham 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 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 conflictingprovision, 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. DAWSON
REGISTER OF DEEDS
2022 MAR -4 AM 11:50

City of Westminster

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 LawsSection 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 Moore — 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 Stephanie Holmes — 1-24-2022

Item 12: Lot F Cornelia Avenue



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

1:1,128

0 0.01 0.01 0.03 mi

0 0.01 0.03 0.05 km

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

Hart EMC, Esri, HERE, Garmin, GeoTechnologies, Inc., USGS, EPA | Imagery collected in 2023 by Kucera International. Imagery is managed by Adam DeMars, South Carolina State GIS Coordinator and hosted by Esri. |

Item 12: Lot F Cornelia Avenue Out



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

1:9,028

0 0.05 0.1 0.2 mi

0 0.1 0.2 0.4 km

Roads
Land Hooks
Parcels
Municipalities
Salem
Seneca
Walhalla
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

Hart EMC, Esri, HERE, Garmin, GeoTechnologies, Inc., Intermap, USGS, EPA | Imagery collected in 2023 by Kucera International. Imagery is managed by Adam DeMars, South Carolina State GIS Coordinator and hosted by Esri. |

01 4045

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 Day of January, 2022 by James R Moore Sr and the City of Westminster, S.C.

WITNESSETH:

Whereas, James R Moore Sr (Print Owner's Name) 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 ~~307~~ 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 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.

Rebecca Overton
WITNESS FOR CITY

Customer Service Rep
CITY OF WESTMINSTER EMPLOYEE TITLE

Kiley Carter
ADDITIONAL WITNESS FOR CITY

Stephanie Holbrooks
CITY OF WESTMINSTER EMPLOYEE SIGNATURE

Stephanie Holbrooks
WITNESS FOR OWNER

James R Moore Sr
OWNER OF PROPERTY SIGNATURE

Rebecca Overton
ADDITIONAL WITNESS FOR OWNER

OWNER OF PROPERTY SIGNATURE

FILED OCONEE COUNTY, SC
2022 MAR -4 AM 11:51
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.

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

NOTARY PUBLIC SOUTH CAROLINA

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 andacknowledged the due execution of the foregoing instrument.

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

NOTARY PUBLIC SOUTH CAROLINA

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

1/24/2022
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

BK 2786 PG 326-328

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, agreementsand 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 conflictingprovision, 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. DAWSON
REGISTER OF DEEDS
2022 MAR -4 AM 11:51

City of Westminster

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 LawsSection 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): 234-03-01-026

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

Signature	Address	Date
Randy Moon	912 West Oak Hwy Seneca SC 29678	01/24/2022

FOR MUNICIPAL USE:

Petition received by Covenant. 1-24-2022 Date

Description and ownership verified by owner. 1-24-2022 Date

Recommendation Approved

By Stephanie Holland. 1-24-2022

Item 13: Lot G Cornelia Avenue



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

1:1,128

0 0.01 0.01 0.03 mi

0 0.01 0.03 0.05 km

Addresses
Buildings_2020
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

Hart EMC, Esri, HERE, Garmin, GeoTechnologies, Inc., USGS, EPA | Imagery collected in 2023 by Kucera International. Imagery is managed by Adam DeMars, South Carolina State GIS Coordinator and hosted by Esri. |

Item 13: Lot G Cornelia Avenue Out



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

Roads
Land Hooks
Parcels
Municipalities
Salem
Seneca
Walhalla
West Union
Westminster

1:9,028

0 0.05 0.1 0.2 mi

0 0.1 0.2 0.4 km

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

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