

AGENDA
PLANNING COMMISSION
City of Westminster

Monday, May 19, 2025

6:00PM

Regular Meeting

Westminster City Hall

100 E. Windsor St,

Westminster, SC 29693

Westminster Planning Commission

May 19, 2025 Meeting

6:00pm- City Hall

- 1. Call to Order**
- 2. Invocation and Pledge of Allegiance**
- 3. Certification of Quorum**
- 4. Comments from Staff**
 - **Next Planning Commission Meeting: June 16, 2025.**
 - **Misc./Other**

Routine Business

- 5. Consideration of Minutes from April 21, 2025.**

Old Business

None.

New Business

Items #6-13 are public hearings and consideration of the annexation and zoning assignment of several parcels contiguous to city limits and eligible for annexation. Described beneath each action item is the zoning classification the parcel would best fit in currently based on size, the future land use designation of the parcel, and staff's recommendation. All zoning recommendations would be contingent on the City Council's annexation of the property.

- 6. Public Hearing regarding Annexation and Contingent Zoning Classification of 615 W King Street (TMS # 249-00-02-009), owned by Jesus De Luna**
- 7. Consideration of Annexation and Contingent Zoning Classification of 615 W King Street (TMS # 249-00-02-009), owned by Jesus De Luna**
 - Current Use: GR
 - Future Land Use: Medium Density
 - Staff Recommendation: GR
- 8. Public Hearing regarding Annexation and Contingent Zoning Classification of 151 Standridge Drive (TMS # 243-00-06-004), owned by Roy Standridge**
- 9. Consideration of Annexation and Contingent Zoning Classification of 151 Standridge Drive (TMS # 243-00-06-004), owned by Roy Standridge**
 - Current Use: RR
 - Future Land Use: Medium Density
 - Staff Recommendation: RR

10. Public Hearing regarding Annexation and Contingent Zoning Classification of 427 Hobson Street (TMS # 234-00-05-019), owned by Angelia Davis

11. Consideration of Annexation and Contingent Zoning Classification of 427 Hobson Street (TMS # 234-00-05-019), owned by Angelia Davis

- Current Use: R-25
- Future Land Use: Medium Density
- Staff Recommendation: R-25

12. Public Hearing regarding Annexation and Contingent Zoning Classification of 129 Dewey Street (TMS # 234-01-02-009), owned by Ray Lyle

13. Consideration of Annexation and Contingent Zoning Classification of 129 Dewey Street (TMS # 234-01-02-009), owned by Ray Lyle

- Current Use: R-25
- Future Land Use: Medium Density
- Staff Recommendation: R-25

14. Adjourn

City of Westminster
MINUTES OF THE PLANNING COMMISSION
April 21, 2025, 6:00 pm
Westminster City Hall Conference Room

The meeting was called to order at 6:00pm by Chair Sandra Powell. In attendance were Sandra Powell, Lacey Moore, and Charles Morgan

City Administrator, Kevin Bronson
Press: The Journal, Andrea Kelley

Approval of Minutes

Upon a motion by Mr. Morgan and seconded by Mrs. Moore, the motion to approve January 27, 2025, meeting minutes passed unanimously.

Consideration of South Carolina Chapter of the American Planning Association Community Technical Assistance Program

Mr. Bronson presented the SCAPA Report. Mr. Morgan and Mr. Bronson discussed changes since the most recent workshop.

Upon motion by Mrs. Powell and seconded by Mr. Morgan, the motion to accept the document and recommend the report to City Council was approved unanimously.

Public Hearing and Consideration of an Ordinance enacting the International Property Maintenance Code and Amending Chapter 150 and 151 of the City Code of Ordinances

Upon a motion by Mrs. Powell and seconded by Mr. Morgan, the Planning Commission voted unanimously to open the Public Hearing. There were no comments made by the public during the Public Hearing. Upon a motion by Mr. Morgan and seconded by Mrs. Moore, the Planning Commission closed the Public Hearing.

Mr. Bronson presented and described the Ordinance, including the questions raised by City Council. The Planning Commission reaffirmed their recommendation to include brick underpinnings on new mobile homes as a part of the ordinance.

There were no comments made by the public during the Public Hearing. Upon a motion by Mr. Morgan and seconded by Mrs. Moore, the Planning Commission closed the Public Hearing.

Upon motion by Mr. Morgan and seconded by Mrs. Moore, the Planning Commission recommended the Ordinance be approved by City Council, acknowledging the changes requested by City Council, and recommending continuing the requirement of brick underpinnings in new Mobile Homes.

Additional Conversations

Mrs. Watkins requested a report on the Vacant Building Registry.

Adjourn

Upon a motion by Mrs. Powell and seconded by Mr. Morgan, the motion to adjourn the meeting passed unanimously.

(Minutes prepared by Reagan Osbon)

Sandra Powell, Chairperson

Westminster 280 012037
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 1st Day of January, 2025 by

Jesus & Martine de Luna and the City of Westminster, S.C.



Barcode ID: 2536021 Type: DEE
Recorded: 04/03/2025 at 01:32:00 PM
Fee Amt: \$25.00

WITNESSETH:

Whereas, Jesus & Martine de Luna 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 # 530-20-02-023 8 and Street TMS # 249-00-C

Address 615 W. King St MBH #19413 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.

[Signature]
WITNESS FOR CITY

[Signature]
ADDITIONAL WITNESS FOR CITY

[Signature]
WITNESS FOR OWNER

[Signature]
ADDITIONAL WITNESS FOR OWNER

Customer Service Rep
CITY OF WESTMINSTER EMPLOYEE TITLE

Constance Baty
CITY OF WESTMINSTER EMPLOYEE SIGNATURE

X
OWNER OF PROPERTY SIGNATURE

X MARY DE LUNA
OWNER OF PROPERTY SIGNATURE

FILED OCONEE COUNTY, SC
ANNA M. DAVISON
REGISTER OF DEEDS
2025 APR-3 PM 1:32

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE

ACKNOWLEDGMENT AS TO OWNER(S)

I, Reagan Osborn, Notary Public for the State of South Carolina, do hereby certify that
Mary & Jesus De Luna (Owner(s) of Property) personally appeared before me this
day and acknowledged the due execution of the foregoing instrument.

[Signature]
Notary Public of South Carolina
My Commission Expires: 07/14/2033

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE

ACKNOWLEDGMENT AS TO CITY OF WESTMINSTER

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

[Signature]
Notary Public of South Carolina
My Commission Expires: 07/14/2033

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

[Signature]
City Administrator
Oconee, South Carolina, Register Of Deeds
Anna Davison - Register Of Deeds
Page 1 of 6

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 249-00-02-009 (as further described herein at Exhibit A, the "Subject Property"), belonging to the Owner, is located outside the City's corporate limits but is located in an area in which annexation into the City is or may become appropriate. The City is under no obligation to furnish Utility Services (as defined herein) to properties located outside of the City's corporate limits, but may do so by contract with individual property owners.

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

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

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

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

2. **Utility Services.**

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

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

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

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

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

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

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

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

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

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

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

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

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

X J.L.
[initial]
X M.L.

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

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

The territory to be annexed is described as follows (property address):

615 W. King St Westminster SC 29673

FILED OCONEE COUNTY, SC
ANNA K. DAVISON
REGISTER OF DEEDS
2025 APR -3 PM 1:32

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: 249-00-02-009

X <u>[Signature]</u> Signature	_____ Address	_____ Date
X <u>MARY DELUNA</u> Signature	_____ Address	_____ Date
_____ Signature	_____ Address	_____ Date

FOR MUNICIPAL USE:

Petition received by <u>Constance Batz</u>	<u>1-31-25</u> Date
Description and ownership verified by <u>Constance Batz</u>	<u>1-31-25</u> Date
Recommendation _____	
By _____	_____ Date

2018 JUL 27 P 1:09

CONVEYED WITHOUT TITLE EXAMINATION

(RKW)

STATE OF SOUTH CAROLINA) TITLE TO REAL ESTATE
) JOINT TENANTS WITH RIGHT
COUNTY OF OCONEE) OF SURVIVORSHIP

KNOW ALL MEN BY THESE PRESENTS, that WE, EUGENE LAWS, in consideration of FIFTY THOUSAND AND 00/100 (\$50,000.00) DOLLARS, the receipt of which is hereby acknowledged, have granted, bargained, sold, and released, and by these presents do grant, bargain, sell and release unto JESUS DELUNA AND MARY CRUZ DELUNA, AS JOINT TENANTS, WITH THE RIGHT OF SURVIVORSHIP, AND NOT AS TENANTS IN COMMON, THEIR HEIRS AND ASSIGNS forever, to wit:
437 Lucky St. Westminster, SC 29693

ALL those certain pieces, parcels or lots of land, with improvements thereon, situate, lying and being just west of the Town of Westminster, Oconee County, South Carolina, being shown and designated as Lot A, containing 0.31 of acre, and Lot B, containing 0.82 of an acre, as shown on a plat prepared by F. V. Clinkscales, Jr., RLS #5767, dated April 29, 1988, and recorded in Plat Book P-62, Page 974, records of Oconee County, South Carolina.

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

This being the identical property conveyed unto Eugene Laws by deed of Jessie J. Bates notarized on December 11, (no year shown), and recorded December 29, 1987, in Deed Book 522, Page 79, records of Oconee County, South Carolina. See also Contract of Sale recorded in Deed Book 1694, Page 206, and Assignment of Contract of Sale recorded in Deed Book 1777, Pages 32-34.

TAX MAP NO. 249-00-02-009

GRANTEE'S ADDRESS: 437 Lucky St., 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

JESUS DELUNA AND MARY CRUZ DELUNA, AS JOINT TENANTS, WITH THE RIGHT OF SURVIVORSHIP, AND NOT AS TENANTS IN COMMON, THEIR HEIRS AND ASSIGNS FOREVER. And, the grantor(s) do(es) hereby bind the grantor(s) and the grantors(s) heirs or successors, executors and administrators to warrant and forever defend all and singular said premises unto the said JESUS DELUNA AND MARY CRUZ DELUNA, AS JOINT TENANTS, WITH THE RIGHT OF SURVIVORSHIP, AND NOT AS TENANTS IN COMMON, THEIR HEIRS AND ASSIGNS FOREVER, against the Grantor(s) heirs or successors and against every person whomsoever lawfully claiming or to claim the same or any part thereof.

WITNESS the Grantor's hand(s) and seal(s) this 25th day of ~~June~~^{July}, 2018.

SIGNED, sealed and delivered
in the presence of:

~~Mary D. Mangum~~ Eugene Laws (SEAL)
EUGENE LAWS

Sandra L. Lee

STATE OF SOUTH CAROLINA)
) ACKNOWLEDGEMENT
COUNTY OF OCONEE)

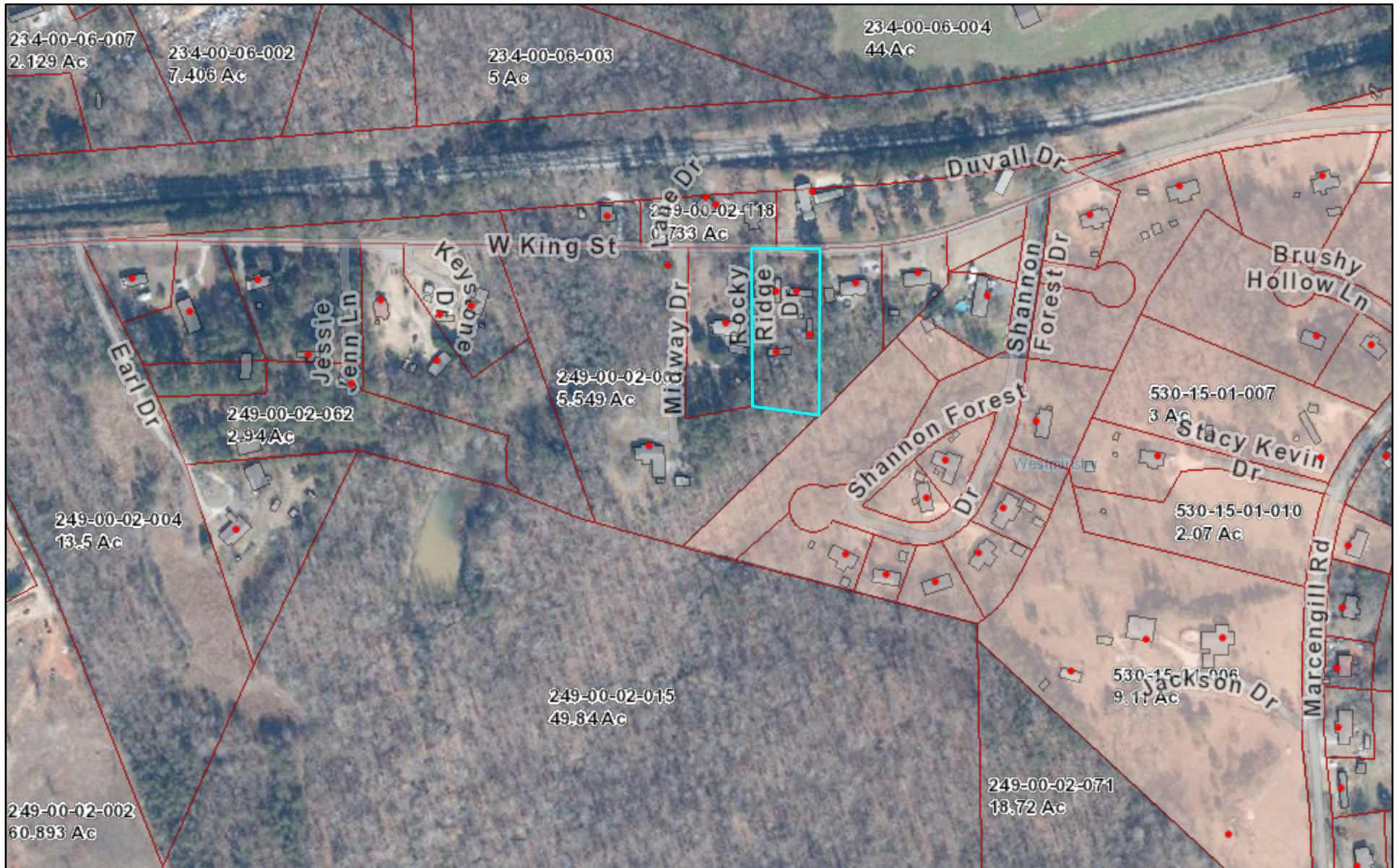
I do hereby certify that EUGENE LAWS, CLIFFORD E. LAWS AS PERSONAL REPRESENTATIVE OF THE ESTATE OF BRENDA LAWS A/K/A BRENDA D. LAWS A/K/A BRENDA K. LAWS, CLIFFORD E. LAWS, JR. AND MARK LAWS personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this the 25th day of ~~June~~^{July}, 2018.

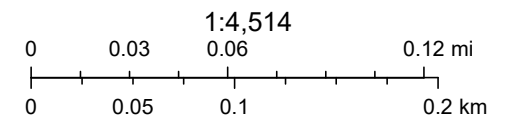
Sandra L. Lee (L.S.)

Sandra L. Lee
Notary Public for South Carolina
My Commission Expires: 2/26/2026

615 W King Street



5/15/2025, 4:00:57 PM



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

OCSCGIS

CONTRACT FOR PROVISION OF SERVICES TO OUT OF CITY CUSTOMER

DECLARATION OF COVENANT REGARDING UTILITIES AND ANNEXATION

THIS CONTRACT is entered into as of the 26 Day of NOV, 2024 by

Roy Standridge and the City of Westminster, S.C.

WITNESSETH:

Whereas, Roy Standridge is the owner of that certain tract or parcel of land located in Oconee

County, South Carolina, more particularly described as Tax Map # and Street Address 151 Standridge Dr 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.

Liley Cault
WITNESS FOR CITY

Bray O
ADDITIONAL WITNESS FOR CITY

Liley Cault
WITNESS FOR OWNER

Stephanie Holmes
ADDITIONAL WITNESS FOR OWNER

Customer Service Rep
CITY OF WESTMINSTER EMPLOYEE TITLE

Constance Baty
CITY OF WESTMINSTER EMPLOYEE SIGNATURE

Roy Standridge
OWNER OF PROPERTY SIGNATURE

OWNER OF PROPERTY SIGNATURE

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE

ACKNOWLEDGMENT AS TO OWNER(S)

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

Reagan M. Osborn
Notary Public of South Carolina
My Commission Expires: 07/14/2033

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE

ACKNOWLEDGMENT AS TO CITY OF WESTMINSTER

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

Reagan M. Osborn
Notary Public of South Carolina
My Commission Expires: 07/14/2033

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

City Administrator

THIS DECLARATION OF ANNEXATION COVENANT (this "Covenant") is made this 24 day of NOV 2024 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 151 Standridge Dr having Tax Map Number _____ (as further described herein at Exhibit A, the "Subject Property"), belonging to the Owner, is located outside the City's corporate limits but is located in an area in which annexation into the City is or may become appropriate. The City is under no obligation to furnish Utility Services (as defined herein) to properties located outside of the City's corporate limits, but may do so by contract with individual property owners.

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

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

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

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

2. Utility Services.

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

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

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

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

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

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

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

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

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

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

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

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

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

(B.S.
[initials])

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

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

X The territory to be annexed is described as follows (property address):

151 Standridge Dr

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: _____

<u>Roy Standridge</u> Signature	<u>151 STANDRIDGE DR</u> Address	<u>11-26-24</u> Date
_____ Signature	_____ Address	_____ Date
_____ Signature	_____ Address	_____ Date

FOR MUNICIPAL USE:

Petition received by <u>Constance Batz</u>	<u>11-26-24</u>
Description and ownership verified by <u>Constance Batz</u>	Date <u>11-26-24</u>
Recommendation _____	Date _____
By _____	Date _____

2023 NOV -3 AM 9:36

Barcode ID: 2385717 Type: DEE
Recorded: 11/03/2023 at 09:36:00 AM
Fee Amt: \$15.00
Tax: \$0.00
Oconee, South Carolina, Register Of Deeds
Anna Davison - Register Of Deeds
Page 1 of 3

BK **3001** PG **164-166**

NO TITLE EXAM
BY DRWM

STATE OF SOUTH CAROLINA

COUNTY OF OCONEE

Grantee Address:

x 104 Duffie Street
x Westminster, SC
29643

FOR OFFICE USE ONLY
THIS PROPERTY DESIGNATED AS
MAP 13 SUBJECT TO PARC IMS
ON OCONEE COUNTY TAX MAPS
OCONEE COUNTY ASSESSOR

TITLE TO REAL ESTATE
(DEED)

Drwm
KSC
000007

KNOW ALL MEN BY THESE PRESENTS that I, **SKYLA A. STANDRIDGE**, in the state aforesaid, for and in consideration of the sum of one and 00/100 (\$1.00) dollar, to me in hand paid by **MASON L. STANDRIDGE**, receipt of which is hereby acknowledged, have granted, bargained, sold and released and by these presents do grant, bargain, sell and release, subject to the easements, restrictions, reservations and conditions ("Exceptions") set forth below unto the said **MASON L. STANDRIDGE** subject to the below stated **Exceptions**, his heirs and assigns forever, the following described real property, to wit:

ALL OF MY UNDIVIDED INTEREST OF, IN AND TO:

All that certain piece, parcel or tract of land, with improvements thereon, situate, lying and being in the State of South Carolina, County of Oconee, partly within and partly without the corporate limits of the Town of Westminster, adjoining lands now or formerly belonging to Charles Leathers, G. M. Martin, Charlie Latham and others, **containing forty-four (44) acres, more or less**, as shown and delineated upon that plat of survey of W. M. Fennell, Surveyor, dated December 18, 1923, and recorded in Plat Book P-60, page 234, records of Oconee County, South Carolina.

AND ALSO: All that certain piece, parcel or tract of land situate, lying and being in the State of South Carolina, County of Oconee, Tugaloo Township, near the Town of Westminster, **containing five (5) acres, more or less**, adjoining lands now or formerly of Mae Standridge, J.B. Sanders, and the right of way of Southern Railway.

AND ALSO: All that certain piece, parcel or tract of land, with improvements thereon, situate, lying and being in the State of South Carolina, County of Oconee, Tugaloo Township, Hopewell School District, **containing fifty-three (53) acres, more or less**, adjoining lands now or

OCONEE COUNTY

STATE TAX _____
COUNTY TAX _____
EXEMPT W

(Page #1 of 3 Pages)

Auditor, Oconee County S.C.

NOV 06 2023

Cgus

TO HAVE AND TO HOLD, subject to the above stated Exceptions, all and singular, the premises before mentioned unto the said **MASON L. STANDRIDGE**, his heirs and assigns forever.

AND, I do hereby bind myself and my heirs, executors, and administrators, to warrant and forever defend all and singular the premises before mentioned, subject to the above stated Exceptions, unto the said **MASON L. STANDRIDGE**, his heirs and assigns, from and against myself and my heirs, successors and assigns, and against every person whosoever lawfully claiming or to claim the same or any part thereof.

WITNESS my hand and seal this 2nd day of November, in the two thousand twenty-third year of our Lord and in the two hundred forty-seventh year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered
in the Presence of:

Margaret Touch
Kimberly C. Cleusshaw Skyla A. Standridge [SEAL]
Skyla A. Standridge

STATE OF SOUTH CAROLINA)

COUNTY OF Oconee)

ACKNOWLEDGMENT

BEFORE ME, a Notary Public for the State of South Carolina, personally appeared Grantor(s) who, being personally known to me or having produced proper identification, and upon being duly sworn, stated that she executed the within written Title to Real Estate for the purposes therein written.

Sworn to before me this 2nd day of November, 2023

Kimberly C. Cleusshaw
Notary Public of South Carolina
My Commission Expires:

(Page #3 of 3 Pages)

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 I, ROY STANDRIDGE, in consideration of Ten and 00/100 (\$10.00) Dollars, the receipt of which is hereby acknowledged, have granted, bargained, sold, and released, and by these presents do grant, bargain, sell and release unto MICKEY STANDRIDGE AND JERRY STANDRIDGE, RESERVING A LIFE ESTATE IN ROY STANDRIDGE, Their Heirs and Assigns forever, to wit:

RKW
10.00

007623

ALL THOSE CERTAIN PARCELS OF LAND :

Tract one (1): All that certain parcel of land containing forty nine acres of land composed of a 44 acre tract shown in Plat Book P-60, page 234 and a five acre parcel adjacent thereto known as Tract No. 2 in Book 794 at page 0015, records of Oconee County, South Carolina; known as tax maps 234-00-06-004 and 234-00-06-003; This being the identical the property conveyed by deed of distribution of Mae Thrift Standridge in Book 0794 page 0013 (Tracts 1 and 2) and recorded November 9, 1994.

and

Tract two (2) All that certain parcel of land containing 30.20 acres and being the remainder of a fifty three acre parcel in the Tugaloo Township, Hopewell School District known as Tract No. 3 in Book 794 at page 0015, records of Oconee County, known as tax map 275-00-03-008. This being the identical the property conveyed by deed of distribution of Mae Thrift Standridge in Book 0794 at page 0013 (Tract 3) and recorded 11/9/94, records of Oconee County, South Carolina.

Tract three (3) All that certain parcel of land in Westminster containing .67 acres or more shown in Plat Book V, page 30, known as Tax map 530-07-02-002; This being the identical the property conveyed by deed of Mae Standridge and recorded 8/31/87 in Book 507 at page 217, records of Oconee County, South Carolina.

and

Tract four (4) All that certain parcel of land in the Zion School District containing three and one half (3.5) acres, more or less adjoining lands n/f of W. L. Norton, Brandt, Flat Rock Baptist Church and Dan Murray being known as tax map 175-00-02-001. This being the identical the property conveyed by deed of Florence Thrift and recorded 5/31/90 in Book 618, page 165, records of Oconee County, South Carolina.

2012 JAN 17 P 3:03

REGISTER OF DEEDS
OCONEE COUNTY, S.C.
FILED FOR RECORD


FOR OFFICE USE ONLY

THIS PROPERTY DESIGNATED AS
MAP 234 SUB 00 BLK 06 PARC 004
ON OCONEE COUNTY TAX MAPS 234-00-06-003
234-00-06-002
175-00-02-001
OCONEE COUNTY ASSESSOR

Dec 10: 0039872003 Type: DEE
BK 1877 Pg 90-92

Recorded this 15 day of 2012
Book 8012 Page 151316
Fee
Kerith E. Nix
Auditor Oconee County, S.C.

Witness my hand and official seal this the 13th day of January, 2012

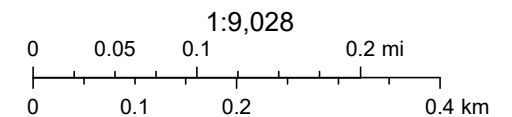

_____(L.S.)
Notary Public for South Carolina
My Commission Expires: 7/17/16

151 Standridge Drive



5/15/2025, 4:09:43 PM

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



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

OCSCGIS

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

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

The territory to be annexed is described as follows (property address):

X 427 Hobson St
Westminster S.C. 29693

The property is designated as follows on the County tax parcel map(s)/property identification number(s): 234-00-05-019

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

X Angelina Davis
Signature

Address

Date

Signature

Address

Date

Signature

Address

Date

FOR MUNICIPAL USE:

Petition received by

Constance Datz
Constance Datz

2-21-25

Date

Description and ownership verified by

2-21-25

Date

Recommendation

By

Date

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 21 Day of February, 2025 by Angelica W. Davis and the City of Westminster, S.C.

WITNESSETH:

Whereas, Angelica W. Davis is the owner of that certain tract or parcel of land located in Oconee County, South Carolina, more particularly described as Tax Map # 234.00-05-0004 and Street 019

Address 427 Hobson St Westminster S.C. 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.

[Signature]
WITNESS FOR CITY

Stephanie Hilsus
ADDITIONAL WITNESS FOR CITY

[Signature]
WITNESS FOR OWNER

Stephanie Hilsus
ADDITIONAL WITNESS FOR OWNER

Customer Service Rep
CITY OF WESTMINSTER EMPLOYEE TITLE

Constance Batz
CITY OF WESTMINSTER EMPLOYEE SIGNATURE

Angelica W. Davis
OWNER OF PROPERTY SIGNATURE

[Signature]
OWNER OF PROPERTY SIGNATURE

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE

ACKNOWLEDGMENT AS TO OWNER(S)

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

[Signature]
Notary Public of South Carolina
My Commission Expires: 07/17/2033

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE

ACKNOWLEDGMENT AS TO CITY OF WESTMINSTER

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

[Signature]
Notary Public of South Carolina
My Commission Expires: 07/14/2033

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

[Signature]
City Administrator

THIS DECLARATION OF ANNEXATION COVENANT (this "Covenant") is made this 21 day of Feb 2025 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 427 Hobson St. Westminster S.C. 29693 having Tax Map Number 234-00-05-006 (as further described herein at Exhibit A, the "Subject Property"), belonging to the Owner, is located outside the City's corporate limits but is located in an area in which annexation into the City is or may become appropriate. The City is under no obligation to furnish Utility Services (as defined herein) to properties located outside of the City's corporate limits, but may do so by contract with individual property owners.

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

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

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

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

2. **Utility Services.**

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

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

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

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

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

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

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

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

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

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

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

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

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

XAWD
Initial

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

2020 NOV -2 PM 3: 04

Barcode ID: 2036943 Type: DEE
Recorded: 11/02/2020 at 10:49:21 AM
Fee Amt: \$15.00 Tax: \$0.00
Oconee, South Carolina, Register Of Deeds Off
Anna Davison - Register Of Deeds
Page 1 of 2

BK 2622 PG 89-90

Cross
11/02/2020

2020-354 Miles_Reid

Auditor, Oconee County S.C.

NO TITLE EXAM DONE BY BAGWELL & CORLEY LAW FIRM PC

STATE OF SOUTH CAROLINA

TITLE TO REAL ESTATE

COUNTY OF OCONEE

KNOW ALL MEN BY THESE PRESENTS THAT Judy Miles Kelley, herein referred to as Grantor, for and in consideration of the sum of TEN AND 00/100 Dollars (\$10.00), and no other consideration, to be paid by Angelia Webb Davis, hereinafter referred to as Grantee, in the state aforesaid, the receipt of which is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto said Grantee, Angelia Webb Davis, her heirs, successors and assigns forever, **HOWEVER RESERVING A LIFE ESTATE UNTO Judy Miles Kelley FOR AND DURING HER NATURAL LIFE**, the following:.

All that certain piece, parcel or tract of land, situate, lying and being in the Fairfield School District, Oconee County, State of South Carolina, containing 0.639 acres, more or less, as shown and more fully described on plat of survey prepared by Stephen R. Edwards, RLS #19881, dated September 12, 2020 and recorded in Plat Book B749, at Page 5, records of Oconee County, South Carolina.

Tax Map Number: 234-00-05-006 p/o

This being a portion of the property conveyed unto Judy Miles Kelley by Deed of Distribution dated October _____, 2020 and recorded in Deed Book 2622, at Page 87, records of Oconee County, South Carolina.

This conveyance is made subject to any and all existing reservations, easements, rights of way, zoning ordinances, setback lines, and restrictions or protective covenants that may appear of record, on the recorded plat(s), or on the premises, of record, including matters shown on recorded plats.

Grantee's Address: 427 Hobson Street, Westminster, SC 29693

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 said Grantee, Angelia Webb Davis, her heirs, successors and assigns forever, **HOWEVER RESERVING A LIFE ESTATE UNTO Judy Miles Kelley FOR AND DURING HER NATURAL LIFE..**

FOR OFFICE USE ONLY
THIS PROPERTY DESIGNATED AS
MAP 234-00-05 PARCELS MR
ON OCONEE COUNTY TAX MAPS
13. RR
OCONEE COUNTY ASSESSOR

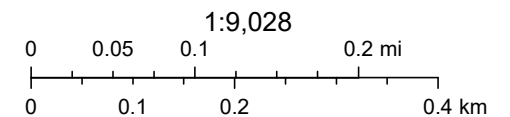
OCONEE COUNTY
STATE TAX _____
COUNTY TAX _____
EXEMPT ☒

151 Standridge Drive



5/15/2025, 4:09:43 PM

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



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

OCSCGIS

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

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

The territory to be annexed is described as follows:

129 Dewey Street Westminster, SC 29693

The property is designated as follows on the County tax parcel map(s)/property identification number(s): 234-01-02-009

It is requested that the property be zoned as follows:

Signature <u><i>[Signature]</i></u>	Address _____	Date _____
Signature _____	Address _____	Date _____
Signature _____	Address _____	Date _____

FOR MUNICIPAL USE:

Petition received by <u>Constance Batty</u>	<u>3-6-25</u>
Description and ownership verified by <u>Constance Batty</u>	Date <u>3-6-25</u>
Recommendation _____	Date _____
By _____	Date _____

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 5th Day of March, 2025 by

Nicole Guynn and the City of Westminster, S.C.

WITNESSETH:

Whereas, Faith Nicole Guynn is the owner of that certain tract or parcel of land located in Oconee

County, South Carolina, more particularly described as Tax Map # 234-01-02-009 and Street

Address 129 Dewey Street 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.

Reagan Osban
WITNESS FOR CITY

Stephan Heltius
ADDITIONAL WITNESS FOR CITY

Reagan Osban
WITNESS FOR OWNER

Stephan Heltius
ADDITIONAL WITNESS FOR OWNER

Customer Service Rep
CITY OF WESTMINSTER EMPLOYEE TITLE

Constance Batty
CITY OF WESTMINSTER EMPLOYEE SIGNATURE

Xylich gyf
OWNER OF PROPERTY SIGNATURE

OWNER OF PROPERTY SIGNATURE

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE

ACKNOWLEDGMENT AS TO OWNER(S)

1. Reagan Osban, Notary Public for the State of South Carolina, do hereby certify that
Faith Guynn (Owner(s) of Property) personally appeared before me this
day and acknowledged the due execution of the foregoing instrument.

Reagan Osban
Notary Public of South Carolina
My Commission Expires: 07/14/2033

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE

ACKNOWLEDGMENT AS TO CITY OF WESTMINSTER

1. Reagan Osban, Notary Public for the State of South Carolina, do hereby certify that
Constance Batty (City of Westminster Employee) personally appeared before me this
day and acknowledged the due execution of the foregoing instrument.

Reagan Osban
Notary Public of South Carolina
My Commission Expires: 07/14/2033

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

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

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

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

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

2. **Utility Services.**

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

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

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

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

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

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

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

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

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

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

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

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

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


Initial

129 Dewey Street



5/15/2025, 4:24:51 PM

Roads
 Parcels
 Seneca
 West Union

Land Hooks
 Municipalities
 Walhalla
 Westminster

Salem

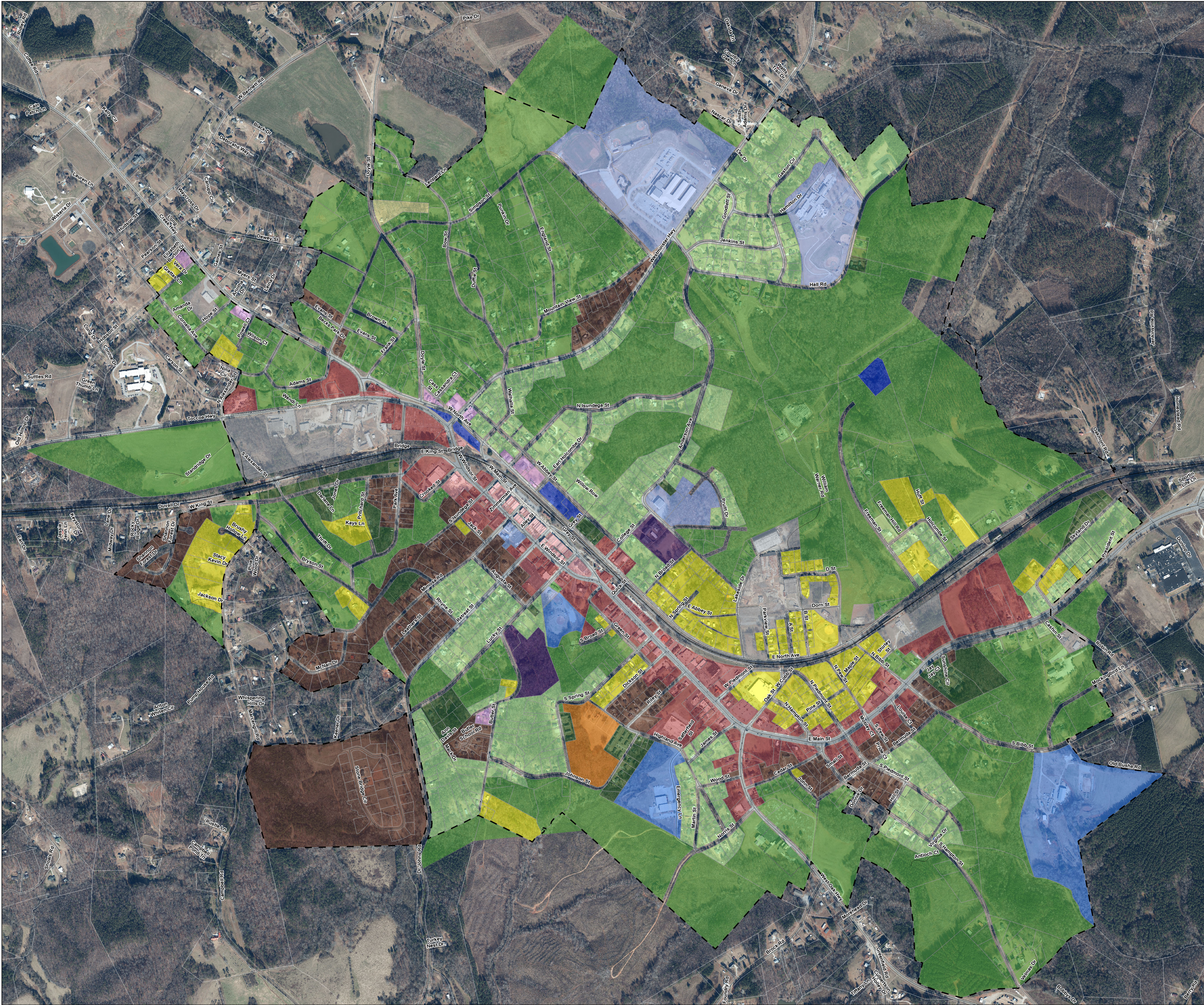
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OCSCGIS



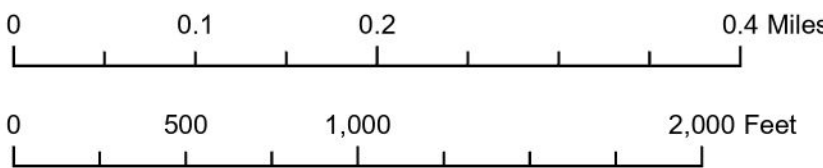
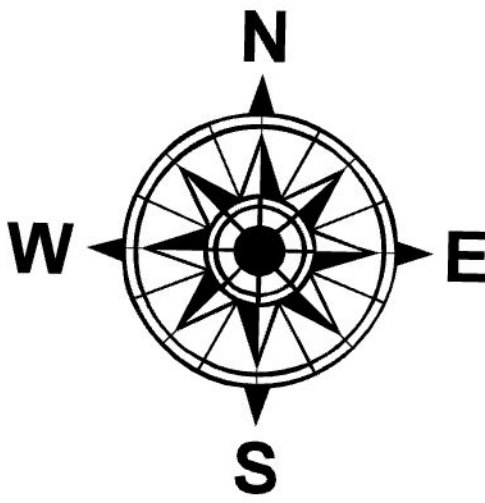
City of Westminster



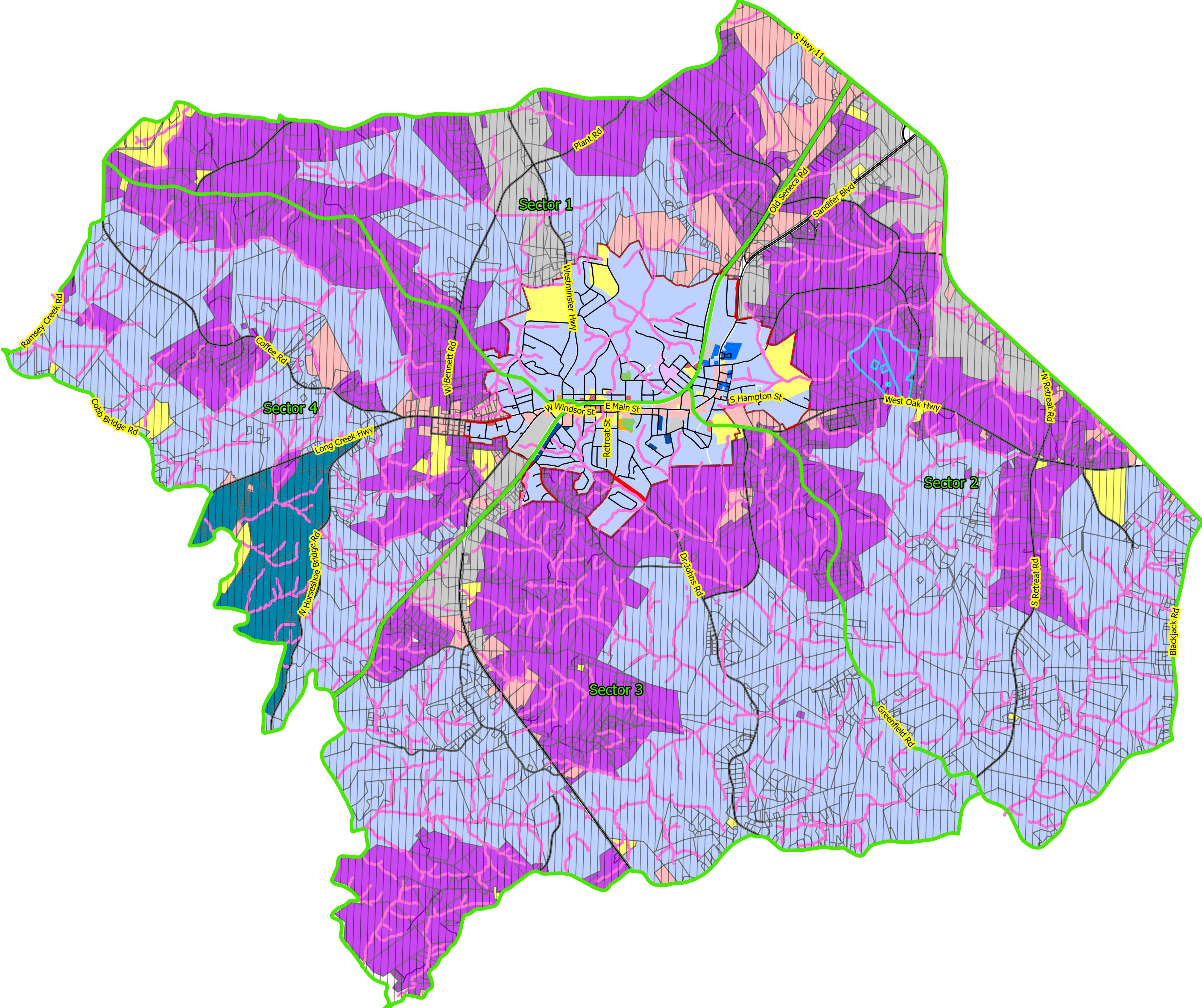
ZONING

CC	MFR
G1	NC
G2	PUD
G3	R15
GI	R20
GR	R25
HC	RMF
LI	

OCSCGIS Orthoimagery: 1Q2023 05 July 2024



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City of Westminster Future Land Use and Planning Sectors

Future Land Use

- GENERAL COMMERCIAL
- NEIGHBORHOOD COMMERCIAL
- CORE COMMERCIAL
- LOW DENSITY RESIDENTIAL
- GENERAL RESIDENTIAL
- MULTI-FAMILY HOUSING
- INSTITUTIONAL
- LIGHT INDUSTRIAL
- MIXED USE
- OFFICE
- RECREATION
- OUTSIDE OF WESTMINSTER CITY LIMITS
- LOW DENSITY RESIDENTIAL / PROTECTED
- MEDIUM DENSITY

- FUTURE LAND USE
- PLANNING SECTOR
- LAKES and WETLANDS
- STREAMS



0 0.5 1 2 Miles



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