

ORDINANCE #18-003
AN ORDINANCE TO GRANT SEWER LINE EASEMENTS TO GRAND STRAND WATER
AND SEWER AUTHORITY ON MAIN STREET
MULLINS, SOUTH CAROLINA

WHEREAS, the City of Mullins owns the property located at TMS Nos. 410-02-12-000-000, 410-02-13-000-000, 410-02-15-000-000, and 410-02-26-000-000, and

WHEREAS, the City of Mullins desires to grant certain Sewer Line Easements to Grand Strand Water and Sewer Authority;

NOW, THEREFORE, BE IT ORDAINED that the City of Mullins be, and is, hereby authorized to grant the Sewer Line Easements described on the attached Exhibit "A" to Grand Strand Water and Sewer Authority, for the sum of \$5.00.

AND IT IS SO ORDAINED.

Introduction _____

William L. "Bo" McMillan
Mayor

Final Reading _____

APPROVED AS TO FORM

City Attorney

ATTESTED:

City Clerk

SEWER LINE EASEMENT

STATE OF SOUTH CAROLINA)
)
COUNTY OF MARION)
)
)

TMS# 410-02-12-000-000
TMS# 410-02-13-000-000
TMS# 410-02-15-000-000
TMS# 410-02-26-000-000
N Main Street Sewer Relocation (Mullins)

KNOW ALL MEN BY THESE PRESENTS, that the City of Mullins, PO Drawer 408, Mullins, SC 29574, owner of the land hereinafter described, for and in consideration of payment of Five (\$5.00) and no/100 Dollars to me in hand paid (the receipt whereof is hereby acknowledged) by the Grand Strand Water and Sewer Authority, PO Box 2368, Conway SC 29528-2368, a body politic under and pursuant to the laws of the State of South Carolina exempt from affidavit under Section 12-24-40(2) and payment for documentary stamps to be affixed hereon by reason of Section 12-21-380, Code of Laws of South Carolina, as amended, do hereby grant, bargain, sell and convey unto the said Grand Strand Water and Sewer Authority, its successors and assigns, an exclusive easement in, over and across the following described property, to wit:

ALL AND SINGULAR, a permanent, perpetual easement ten (10') feet in width situate, lying and being within the lands of the Grantor referenced hereinabove. Said easement is shown and described on Exhibit A attached herewith and by reference thereof made part and parcel of the description.

Also conveyed herein is a temporary construction easement paralleling the easement area shown on Exhibit A. Said temporary easement shall become null and void and of no force and effect upon the Grantee's operational approval of the aforesaid sewer line and appurtenances within the aforesaid permanent easement.

The easement herein granted includes, but is not necessarily limited to, the right and privilege of the Grantee, its successors and assigns, to construct, access, maintain, operate and repair any and all useful, proper and necessary facilities and appurtenances for the purpose of conveying and pumping sanitary sewage and to make such changes, renewals, substitutions, replacements and additions of or to the same from time to time as the said Grantee may deem desirable; the right at all times to cut and keep clear of said easement of any obstructions that might, in the opinion of the Grantee, endanger or injure the said sewer facilities or its appurtenances, or interfere with their proper operation or maintenance; the right of reasonable ingress and egress in, to, over and across the roads referred to above for the purpose of exercising the rights and privileges herein granted; provided, nevertheless, that the failure of the Grantee to exercise any of the rights or privileges herein granted shall not be construed as a waiver or abandonment of any of the rights and privileges herein granted.

The parties agree that the Grantor may landscape, grow crops, maintain private driveways or private parking areas, and utilize the lands above described for any other lawful purpose provided that the use of said land by the Grantor shall not, in the opinion of the Grantee, injure, endanger or render inaccessible the sewer line or associated appurtenances. No building or structure shall be erected by the Grantor on the easement herein granted. No claim for damages or compensation shall be made by the Grantor, or his/her heirs and assigns, on account of or by reason of the construction, operation, maintenance, repair or negligence of the construction, operation, maintenance, repair or improvement of said sewer lines or its appurtenances, or any accident or mishap that might occur therein or thereto.

The Grantee further covenants and agrees that upon the completion of any installation, maintenance, repair, removal, or other work performed by Grantor upon the property described herein, Grantee shall restore, repair, reconstruct and replace, at the Grantees sole cost and expense, any portion thereof affected by Grantee's activities including landscaping, to substantially the same condition as before said work was performed by Grantee. Except in the case of emergency, Grantee shall use reasonable efforts to minimize any disturbance.

The Grantor herein by these presents, warrants and covenants that there are no liens, mortgages, or other encumbrances affecting or pertaining to the easement herein granted, except as follows:

and that the Grantor is empowered and vested with authority to enter into and execute the within easement.

The easement herein conveyed are portions of the properties conveyed to the Grantor by Deeds recorded in Deed Book A289 at Page 217, Deed Book A507 at Page 275 and Deed Book A298 at Page 81 in the Office of the Clerk of Court for Marion County.

The payment and privileges above specified are hereby accepted by the Grantor in full settlement of all claims and damages of whatever nature for said grant of the easement hereinabove described.

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

The Grantor agrees that all lines and appurtenances placed on, under, or across the within conveyed Easement shall be and remain the property of the Grantee.

TO HAVE AND TO HOLD all and singular the premises before mentioned for the purposes granted into the said Grand Strand Water and Sewer Authority, its successors and assigns forever.

And the said Grantor herein binds himself, his heirs, successors and assigns to warrant and forever defend all and singular the said premises for the purposes granted unto the said Grand Strand Water and Sewer Authority, its successors and assigns, against itself, himself, herself, or themselves (as the case may be) and its, his, her or their heirs, successors, and assigns, and all persons whomsoever lawfully claiming.

IN WITNESS WHEREOF, the hand and seal of the Grantor herein has hereunto been set this _____ day of _____, 2018.

Signed, Sealed, and Delivered
in the presence of:

City of Mullins

Witness #1

By: _____

Witness #2

Its: _____

STATE OF SOUTH CAROLINA)

)

PROBATE

COUNTY OF _____)

)

(CORPORATION)

Personally appeared before me _____ and made oath that (s)he saw
the within named by City of Mullins by _____ its _____, Sign,

Seal and as the Corporate Act and Deed deliver the within written Easement; and that (s)he with

_____ witnessed the execution thereof and saw the corporate seal thereto

Witness #2
affixed and that the subscribing witness is not a party to or beneficiary of the transaction.

Sworn to before me this _____ day of
_____, 20__.

Notary Public for SC, Signature

Witness #1 (non-notary)

Notary Public for SC, Printed Name

My Commission expires: _____

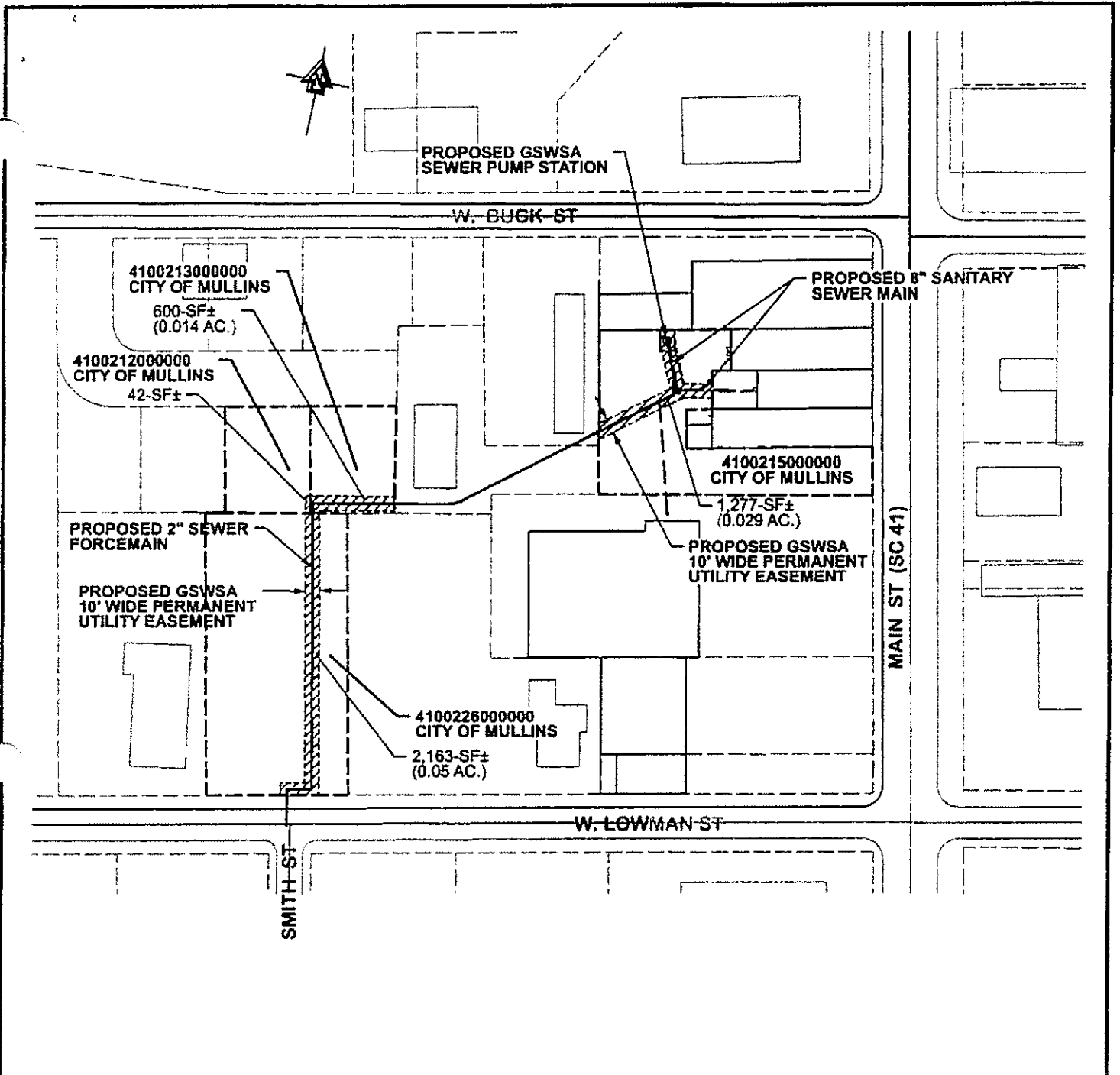


EXHIBIT 'A'
GSWSA SEWER MAIN EASEMENT
ON

TMS 410-02-15-000000
TMS 410-02-13-000000
TMS 410-02-12-000000
TMS 410-02-26-000000
 MAY 2018

