



REQUEST FOR COUNCIL ACTION

City of Greenville, South Carolina

Agenda Item No.

16a

TO: Honorable Mayor and Members of City Council
FROM: John F. McDonough, City Manager

Ordinance/First Reading
 Ordinance/Second & Final Reading
 Resolution/First & Final Reading
 Information Only

AGENDA DATE REQUESTED: February 28, 2022

ORDINANCE/RESOLUTION CAPTION:

TO APPROVE A SANITARY SEWER EASEMENT AND TRAIL ACCESS EASEMENT FROM THE SOUTH CAROLINA GOVERNOR'S SCHOOL FOR THE ARTS AND HUMANITIES AND THE STATE OF SOUTH CAROLINA FOR THE PURPOSES OF CONVEYING SANITARY SEWER AND EXTENDING A PUBLIC RECREATIONAL TRAIL NETWORK FROM THE COUNTY SQUARE PLANNED DEVELOPMENT SITE (A PORTION OF TAX MAP NUMBER 0069000300208)

SUMMARY BACKGROUND:

This Resolution consents to the approval of the Trail Access Easement and Sanitary Sewer Easement proposed by Greenville County to extend a public trail and construct sanitary sewer mains over property owned by the South Carolina Governor's School for the Arts and Humanities. Because the property is inside the City, the City must consent to the action. By action of the State Fiscal Accountability Authority at its meeting of December 21, 2021, the Trail Access Easement was approved in substantially the same form as the Agreement attached to this Resolution.

IMPACT IF DENIED:

There will be no Agreement to the Trail Access Easement and Sanitary Sewer Easement approved by the State Fiscal Accountability Authority.

FINANCIAL IMPACT:

N/A

REQUIRED SIGNATURES

Department Director

DocuSigned by:

 9A000E3FE4FB466...

City Attorney

DocuSigned by:

 5CBFADF322244F8...

OMB Director

City Manager

DocuSigned by:

 FDC2AC15040F440...

A R E S O L U T I O N

TO APPROVE A SANITARY SEWER EASEMENT AND TRAIL ACCESS EASEMENT FROM THE SOUTH CAROLINA GOVERNOR’S SCHOOL FOR THE ARTS AND HUMANITIES AND THE STATE OF SOUTH CAROLINA FOR THE PURPOSES OF CONVEYING SANITARY SEWER AND EXTENDING A PUBLIC RECREATIONAL TRAIL NETWORK FROM THE COUNTY SQUARE PLANNED DEVELOPMENT SITE (A PORTION OF TAX MAP NUMBER 0069000300208)

WHEREAS, as part of the County Square Planned Development, Greenville County and the city of Greenville (the “City”) are proposing to extend a public trail and construct sanitary sewer mains over property owned by the South Carolina Governor’s School for the Arts and Humanities (the “Governor’s School”) more particularly described as the “Easement Area” in Exhibit A (to Attachment 1) to the Trail Access Easement Agreement (the “Agreement”) attached hereto and incorporated herein as Attachment 1 for the trail network; and more particularly described as the “Easement Area” in Exhibit A (to Attachment 2) to the Sanitary Sewer Easement Agreement (the “Agreement”) attached hereto and incorporated herein as Attachment 2 for the wastewater mains; and

WHEREAS, upon completion of construction and final acceptance by the City, the City will accept the wastewater lines and trail into its wastewater system and greenway trail network respectively; as such, the Governor’s School desires to grant easements to the City for certain rights and privileges of entering the easement areas for the purposes of constructing, maintaining, and operating sewer lines and trail connection; and

WHEREAS, by Acts and Joint Resolutions of the General Assembly of the State of South Carolina, the 2021-2022 Appropriations Act, Part IB, Section 118.2, the General Assembly transferred title of certain real property of state agencies, including those of the South Carolina Governor’s School for the Arts and Humanities, to the State of South Carolina under the control of the Department of Administration; and

WHEREAS, by action of the State Fiscal Accountability Authority at its meeting of December 21, 2021, the Trail Access Easement was approved in substantially the same form as the Agreement attached hereto and incorporated herein as Attachment 1; and

WHEREAS, City Council has determined it is in the best interests of the City and the public to enter into the Easement Agreement for the purposes of extending the sanitary sewer system and greenway network;

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF GREENVILLE, SOUTH CAROLINA, the Agreement is approved. The City Manager, in consultation with the City Attorney, may make or accept minor modifications to the wording and designations of the attached documents as may be necessary or appropriate, provided there is no compromise of the substantive purposes of this Council action. Should the City Manager or City Attorney, or both, determine that any modification of previously negotiated terms is significant and warrants further action by Council, then the matter shall be presented to Council for further review before the final execution.

RESOLVED THIS _____ DAY OF _____, 2022.

MAYOR

Attest:

CITY CLERK

ATTACHMENT 1

STATE OF SOUTH CAROLINA)	TRAIL ACCESS EASEMENT
)	
COUNTY OF GREENVILLE)	Portion of Tax Map No. 0069000300208

This Easement is made this _____ day of _____, 2022 (“Effective Date”), from the South Carolina Governor’s School for the Arts and Humanities and the State of South Carolina, now the **State of South Carolina, by and through the Department of Administration**, hereinafter called “Grantor”, to the **City of Greenville**, a Municipal Corporation and political subdivision of the State of South Carolina exempt from recording fees under S.C. Code Ann., §12-24-40(2), hereinafter called “Grantee”.

WHEREAS, by Acts and Joint Resolutions of the General Assembly of the State of South Carolina, the 2021-2022 Appropriations Act, Part IB, Section 118.2, the General Assembly transferred title of certain real property of state agencies, including those of the South Carolina Governor’s School for the Arts and Humanities, to the State of South Carolina under the control of the Department of Administration; and

WHEREAS, by action of the State Fiscal Accountability Authority at its meeting of December 21, 2021, the following Easement was approved.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the Grantor, in consideration of the sum of One Dollar and no/100 (\$1.00), the receipt of which is acknowledged, does hereby grant, bargain, sell, and convey unto Grantee, a non-exclusive easement along and over that certain property located in the City of Greenville, County of Greenville, State of South Carolina, and more particularly described in Exhibit “A” attached hereto and incorporated herein by reference (“Easement Area”).

Grantor hereby represents that Grantor is legally qualified and capable of granting an easement with respect to the Easement Area described herein.

For the term of this Easement, this easement conveys to Grantee, the non-exclusive right and privilege of continuous access, ingress, egress, and regress upon, along and over the Easement Area, including use by the pedestrians, subject to all terms, conditions and limitations contained herein. The foregoing grant shall include the right of Grantee to maintain and repair the Easement Area from time to time as Grantee shall deem appropriate for the purposes granted herein and to temporarily terminate the rights of public access upon the Easement Area from time to time during the conduct of such maintenance and repairs.

It is agreed that Grantor shall retain the non-exclusive right to use the Easement Area for the purposes granted herein, provided that such use by Grantor shall not, in the reasonable opinion of the Grantee, interfere or conflict with the use of the Easement Area by the Grantee for the purposes herein mentioned, and that no use shall be made of the Easement Area that would, in the reasonable opinion of the Grantee, injure, endanger or render inaccessible the Easement Area. Grantee shall have the sole maintenance responsibility for the improvements of Grantee within the Easement Area.

Unless earlier terminated, this Easement shall continue in force only for a period of fifty (50) years from the date of this Easement, at which time it shall cease.

This Easement is subject to all easements, permits, restrictions and covenants of record, or of plats of record, or which may be revealed upon inspection of the Property.

This Easement is granted upon and subject to the terms and provisions set forth in Exhibit “B” attached hereto and incorporated herein by reference (the “Additional Provisions”). In the event that any term of this Easement may conflict with any of the Additional Provisions, the term of the Additional Provisions shall control.

TO HAVE AND TO HOLD, subject to limitations shown above, all and singular the right to the Grantee.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first above written.

WITNESSES:

GRANTOR:

Name: _____

STATE OF SOUTH CAROLINA, by and through the DEPARTMENT OF ADMINISTRATION

Name: _____

By: _____
Title: _____
Name: _____
Date: _____

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENVILLE)

ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me this ____ day of _____, 2022, by the within named _____, as _____ of the STATE OF SOUTH CAROLINA, on behalf of the State, who is personally known to me.

Print Name: _____
Notary Public, State of South Carolina
My Commission Expires: _____

In accordance with provision of §10-1-130 Code of Laws of South Carolina, as amended, at its meeting held on December 21, 2021, approval was given by the STATE FISCAL ACCOUNTABILITY AUTHORITY to the easements granted to the City of Greenville contained herein.

Delbert H. Singleton, Jr., Secretary for the State Fiscal Accountability Authority

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first above written.

WITNESSES:

GRANTEE:

Name: _____

CITY OF GREENVILLE

Name: _____

By: _____

Name: John McDonough

Title: City Manager

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENVILLE)

ACKNOWLEDGEMENT

I, the undersigned notary public, do hereby certify that City of Greenville, by John McDonough, its City Manager, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and seal this ____ day of _____, 2022.

Notary Public for South Carolina
My Commission Expires: _____
Print Name of Notary Public: _____

SCGSAH executes this Agreement to acknowledge the foregoing.

WITNESSES:

SOUTH CAROLINA GOVERNOR'S
SCHOOL FOR THE ARTS AND
HUMANITIES

Name: _____

By: _____
Title: President
Name: Cedric L. Adderley
Date: January __, 2022

Name: _____

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENVILLE)

ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me this ____ day of _____, 2022, by the within named Cedric L. Adderley, as President of the SOUTH CAROLINA GOVERNOR'S SCHOOL FOR THE ARTS AND HUMANITIES, on behalf of the school, who is personally known to me.

Print Name: _____
Notary Public, State of South Carolina
My Commission Expires: _____

EXHIBIT A (TO ATTACHMENT 1)
EASEMENT AREA

ALL THAT CERTAIN PIECE, PARCEL OR TRACT OF LAND SITUATE, LYING AND BEING IN THE CITY OF GREENVILLE, GREENVILLE COUNTY, SOUTH CAROLINA, CONTAINING 0.111 ACRES AND HAVING THE FOLLOWING METES AND BOUNDS TO WIT: COMMENCING AT AN IRON PIN OLD 3/8" SOLID ROD (BENT) LOCATED ON THE WESTERN RIGHT OF WAY OF S. CHURCH STREET, THENCE LEAVING THE WESTERN RIGHT OF WAY OF S. CHURCH STREET, N68-38-26W 1.75 FEET TO AN IRON PIN SET 1/2" REBAR, THE POINT OF BEGINNING, THENCE N68-38-26W 25.38 FEET TO AN IRON PIN SET 1/2" REBAR, THENCE WITH A CURVE TO THE RIGHT HAVING A LENGTH OF 47.67 FEET, A RADIUS OF 40.00 FEET AND A CHORD BEARING AND DISTANCE OF N22-50-56E 44.90 FEET TO AN IRON PIN SET 1/2" REBAR, THENCE WITH A CURVE TO THE LEFT HAVING A LENGTH OF 12.46 FEET, A RADIUS OF 20.00 FEET AND A CHORD BEARING AND DISTANCE OF N39-08-58E 12.26 FEET TO AN IRON PIN SET 1/2" REBAR, THENCE N21-18-26E 11.47 FEET TO AN IRON PIN SET 1/2" REBAR, THENCE WITH A CURVE TO THE LEFT HAVING A LENGTH OF 25.19 FEET, A RADIUS OF 20.00 FEET AND A CHORD BEARING AND DISTANCE OF N14-46-27W 23.56 FEET TO AN IRON PIN SET 1/2" REBAR, THENCE N50-51-20W 34.08 FEET TO AN IRON PIN SET 1/2" REBAR, THENCE WITH A CURVE TO THE LEFT HAVING A LENGTH OF 23.96 FEET, A RADIUS OF 40.54 FEET AND A CHORD BEARING AND DISTANCE OF N67-47-12W 23.61 FEET TO AN IRON PIN SET 1/2" REBAR, THENCE WITH A CURVE TO THE RIGHT HAVING A LENGTH OF 42.95 FEET, A RADIUS OF 136.11 FEET AND A CHORD BEARING AND DISTANCE OF N75-40-40W 42.77 FEET TO AN IRON PIN SET 1/2" REBAR, THENCE WITH A CURVE TO THE RIGHT HAVING A LENGTH OF 48.66 FEET, A RADIUS OF 33.88 FEET AND A CHORD BEARING AND DISTANCE OF N25-29-16W 44.58 FEET TO AN IRON PIN SET 1/2" REBAR, THENCE WITH A CURVE TO THE LEFT HAVING A LENGTH OF 21.37 FEET, A RADIUS OF 49.37 FEET AND A CHORD BEARING AND DISTANCE OF S62-13-09E 21.21 FEET TO AN IRON PIN SET 1/2" REBAR, THENCE WITH A CURVE TO THE LEFT HAVING A LENGTH OF 15.40 FEET, A RADIUS OF 13.88 FEET AND A CHORD BEARING AND DISTANCE OF S34-50-38E 14.62 FEET TO AN IRON PIN SET 1/2" REBAR, THENCE WITH A CURVE TO THE LEFT HAVING A LENGTH OF 36.64 FEET, A RADIUS OF 116.11 FEET AND A CHORD BEARING AND DISTANCE OF S75-40-40E 36.49 FEET TO AN IRON PIN SET 1/2" REBAR, THENCE WITH A CURVE TO THE RIGHT HAVING A LENGTH OF 18.79 FEET, A RADIUS OF 60.54 FEET AND A CHORD BEARING AND DISTANCE OF S75-49-29E 18.72 FEET TO AN IRON PIN SET 1/2" REBAR, THENCE N35-58-51E 9.96 FEET TO AN IRON PIN SET 1/2" REBAR, THENCE S55-20-51E 20.01 FEET TO AN IRON PIN SET 1/2" REBAR, THENCE S35-58-51W 9.16 FEET TO AN IRON PIN SET 1/2" REBAR, THENCE S50-51-20E 30.95 FEET TO AN IRON PIN SET 1/2" REBAR, THENCE WITH A CURVE TO THE RIGHT HAVING A LENGTH OF 9.63 FEET, A RADIUS OF 40.00 FEET AND A CHORD BEARING AND DISTANCE OF N43-57-24W 9.61 FEET TO AN IRON PIN SET 1/2" REBAR, THENCE S21-30-45W 22.97 FEET TO AN IRON PIN SET 1/2" REBAR, THENCE S70-13-58E 17.40 FEET TO AN IRON PIN SET 1/2" REBAR, THENCE WITH A CURVE TO THE RIGHT HAVING A LENGTH OF 11.72 FEET, A RADIUS OF 40.00 FEET AND A CHORD BEARING AND DISTANCE OF S12-54-53W 11.68 FEET TO AN IRON PIN SET 1/2" REBAR, THENCE S21-18-26W 11.47 FEET TO AN IRON PIN SET 1/2" REBAR, THENCE WITH A CURVE TO THE RIGHT HAVING A LENGTH OF 24.91 FEET, A RADIUS OF 40.00 FEET AND A CHORD BEARING AND DISTANCE OF S39-08-58W 24.51 FEET TO AN IRON PIN SET 1/2" REBAR, THENCE WITH A CURVE TO THE LEFT HAVING A LENGTH OF 23.99 FEET, A RADIUS OF 20.00 FEET AND A CHORD BEARING AND DISTANCE OF S22-38-00W 22.57 FEET TO AN IRON PIN SET 1/2" REBAR, THENCE WITH A

CURVE TO THE LEFT HAVING A LENGTH OF 9.45 FEET, A RADIUS OF 66.42 FEET AND A CHORD BEARING AND DISTANCE OF S15-48-07E 9.44 FEET, THENCE S19-52-45E 4.17 FEET TO THE POINT OF BEGINNING.

As may be affected by that certain Quitclaim Deed, recorded in Book 2399, Page 3527 of the Public Records of Greenville County, South Carolina; Quitclaim Deed, recorded in Book 2399, Page 3531 of the Public Records of Greenville County, South Carolina; Quitclaim Deed, recorded in Book 2588, Page 3356 of the Public Records of Greenville County, South Carolina.

EXHIBIT B (TO ATTACHMENT 1)
Additional Provisions

Grantor and Grantee hereby agree that the following terms and provisions are hereby added to and form a part of the Easement Agreement to which this Exhibit "B" is attached.

1. Grantor and Grantee recognize that the Easement is being granted prior to Grantee, as the permitting authority, approving the final construction drawings for the improvements that will be installed in the Easement Area. In the event that, upon Grantee's permit approval of the final construction drawings for the improvements, the Easement Area will not accommodate said improvements in accordance with all applicable laws and regulations including, but in no way limited to, the Grantee's Design and Specifications Manual, or in the event that the final actual location of the installed improvements extend outside of any portion of the location of the Easement Area depicted on Exhibit "A", then and in either event, Grantee shall amend the depiction and description of the Easement Area in Exhibit "A" in order to accurately reflect the location of the approved and installed improvements, and Grantee shall notify Grantor of the proposed amendment and obtain written approval of the State's reviewing authority.
2. The Easement will be effective upon full execution, but the rights and obligations of Grantee set forth herein shall not commence until such time as Grantee: (a) confirms in its capacity as the permitting authority that all improvements within the Easement Area are constructed in accordance with the final permitted construction plans and (b) accepts said improvements following a conveyance of same by the County of Greenville.
3. The Easement granted herein shall be for public pedestrian access, ingress, egress, and regress purposes over and upon the Easement Area only by and between the abutting property immediately to the south of the Easement Area and the rights-of-way of Furman College Way and the Swamp Rabbit Trail abutting the Easement Area immediately to the north and for no other usages whatsoever without the express written consent of Grantor, or its successors and assigns, which may be granted or withheld in its sole and absolute discretion.
4. Grantee and the general public shall have the right to enter upon and exit from the Easement Area only at the locations depicted upon Exhibit "A" where common line of the Easement Area intersects the common line of the adjacent parcels, and Grantee, for and on behalf of itself and the members of the public generally, shall otherwise have no rights of ingress and egress over, upon or across any other portions of the Property of Grantor whatsoever. To the extent necessary to carry out the foregoing limitation, Grantee shall erect and maintain signage to delineate the Easement Area from the balance of the Property.
5. Grantee shall provide not less than forty-eight (48) hours advance written or electronic notice to Grantor prior to any proposed entry onto the Easement Area for purposes of maintenance or repairs, except in case of an emergency.
6. Grantee shall cause all maintenance and repairs within the Easement Area to be performed lien-free, in a good and workmanlike fashion, with quality materials, and in accordance with all applicable laws, rules, regulations, and permits, and Grantee shall promptly restore any disturbed portions of the Easement Area to a condition comparable to the condition of the Easement Area immediately prior to the performance of such work thereat.

7. Grantee shall promptly take all reasonable steps to minimize interference with or damage to the Easement Area arising out of or resulting from any maintenance or repairs performed by or on behalf of Grantee that are permitted hereunder.
8. Grantor, for itself and its successors and assigns, shall retain the right to use and permit others to use the Easement Area for any and all other purposes not inconsistent with the Easement and these Additional Provisions.
9. Grantor, and its successors and assigns, shall have the right to terminate this Easement and to record an instrument of termination of this Easement in the event that this Easement shall cease (other than temporarily during periods of maintenance, replacement, or repairs) to be utilized for the purposes for which this Easement has been granted; provided, that Grantor or its successors or assigns shall not exercise the foregoing right unless and until Grantor shall first provide thirty (30) days' prior written notice to Grantee of Grantor's intent to terminate this Easement due to Grantee's permanent abandonment of the Easement Area for public pedestrian access, ingress, egress, and regress and Grantee shall have failed within such thirty (30) day period to resume the usage of the Easement Area for the purposes granted herein. This Easement may also be terminated by Grantor if Grantee continues an uncorrected violation or breach of any of the terms and conditions herein.
10. This Easement constitutes the entire agreement between the parties concerning the subject matter contained herein. Any amendment must be in writing and executed with the same formalities of this Agreement. This Easement shall inure to the benefit of the parties hereto and shall be governed by and construed in accordance with the laws of the State of South Carolina.

ATTACHMENT 2

STATE OF SOUTH CAROLINA)	SANITARY SEWER EASEMENT
)	
COUNTY OF GREENVILLE)	Portion of Tax Map No. 0069000300208

This Easement is made this _____ day of _____, 2022 (“Effective Date”), from the South Carolina Governor’s School for the Arts and Humanities and the State of South Carolina, now the **State of South Carolina, by and through the Department of Administration**, hereinafter called “Grantor”, to the **City of Greenville**, a Municipal Corporation and political subdivision of the State of South Carolina exempt from recording fees under S.C. Code Ann., §12-24-40(2), hereinafter called “Grantee”.

WHEREAS, by Acts and Joint Resolutions of the General Assembly of the State of South Carolina, the 2021-2022 Appropriations Act, Part IB, Section 118.2, the General Assembly transferred title of certain real property of state agencies, including those of the South Carolina Governor’s School for the Arts and Humanities, to the State of South Carolina under the control of the Department of Administration; and

WHEREAS, by action of the State Fiscal Accountability Authority at its meeting of December 21, 2021, the following Easement was approved.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the Grantor, in consideration of the sum of One Dollar and no/100 (\$1.00), the receipt and sufficiency of which is hereby acknowledged, does, subject to limitations shown below, hereby grant, bargain, sell, and convey unto Grantee, an easement along and over that certain property located in the City of Greenville, County of Greenville, State of South Carolina, and more particularly described in Exhibit “A” attached hereto and incorporated herein by reference (“Easement Area”).

Grantor hereby represents that Grantor is legally qualified and capable of granting an easement with respect to the lands described herein.

This easement conveys to Grantee the following: the right and privilege of entering the aforesaid Easement Area, and to construct, maintain and operate within the limits of same, pipelines, manholes, and any other adjuncts deemed by the Grantee to be necessary for the purpose of conveying sanitary sewage (hereinafter the “System”) and to make such relocations within the Easement Area, changes, renewals, substitutions, replacements and additions of or to the same from time to time as said Grantee may deem reasonably desirable; the right at all times to cut away and keep clear of said Easement Area any and all vegetation that might, in the reasonable opinion of the Grantee, endanger or injure the System or its appurtenances, or interfere with their proper operation or maintenance; the right of ingress to and egress from said Easement Area across the land referred to above for the purpose of exercising the rights herein granted; provided that, except as expressly set forth in this Easement, the failure of the Grantee to exercise any of the rights herein granted shall not be construed as a waiver or abandonment of the right thereafter at any time and from time to time to exercise any or all of same. Notwithstanding anything contained herein to the contrary, Grantor, and its successors and assigns, shall have the right to terminate this Easement and to record an instrument of termination of this Easement in the event that this Easement shall cease (other than temporarily during periods of maintenance, replacement, or repairs) to be utilized for the purposes for which this Easement has been granted; provided, that Grantor or its successors or assigns shall not exercise the foregoing right unless

and until Grantor shall first provide thirty (30) days' prior written notice to Grantee of Grantor's intent to terminate this Easement due to Grantee's permanent abandonment of the Easement Area and Grantee shall have failed within such thirty (30) day period to resume the usage of the Easement Area for the purposes granted herein.

Grantor shall have the right to maintain and use the Easement Area, provided that such maintenance and use by the Grantor shall not, in the reasonable opinion of the Grantee, interfere or conflict with the use of the Easement Area by the Grantee for the purposes herein mentioned, and that no use shall be made of the Easement Area that would, in the reasonable opinion of the Grantee, injure, endanger or render inaccessible the System or its appurtenances. Grantee shall have maintenance responsibility for the improvements of Grantee within the Easement Area.

Together with, all and singular, the rights, members, hereditaments, and appurtenances thereunto belonging, or in any wise incident or appertaining. It is agreed that buildings or other obstructions will not be erected by the South Carolina Governor's School for the Arts and Humanities, its heirs, assigns or administrators within the limits of the right-of-way here conveyed nor so close thereto as to impose any load on said System.

Unless earlier terminated, this Easement shall continue in force only for a period of fifty (50) years from the date of this Easement, at which time it shall cease.

Grantee agrees this Easement is being granted for Grantee's use and may only be assigned to another governmental entity for the above-stated purpose with the prior written consent of Grantor.

This Easement is subject to all easements, permits, restrictions and covenants of record, or of plats of record, or which may be revealed upon inspection of the Property.

Grantor understands this easement will be recorded in the public land records of Greenville County, South Carolina.

This Easement is granted upon and subject to the terms and provisions set forth in Exhibit "B" attached hereto and incorporated herein by reference (the "Additional Provisions"). In the event that any term of this Easement may conflict with any of the Additional Provisions, the term of the Additional Provisions shall control.

TO HAVE AND TO HOLD, subject to limitations shown above, all and singular the right to the Grantee.

[Signature Pages to Follow]

IN WITNESS WHEREOF, the parties have caused this Easement to be executed as of the date first above written.

WITNESSES:

Name: _____

Name: _____

GRANTOR:

STATE OF SOUTH CAROLINA, by and
through the DEPARTMENT OF
ADMINISTRATION

By: _____

Title: _____

Name: _____

Date: _____

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENVILLE)

ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me this ____ day of _____, 2022, by the within named _____, as _____ of the STATE OF SOUTH CAROLINA, on behalf of the State, who is personally known to me.

Print Name: _____

Notary Public, State of South Carolina

My Commission Expires: _____

In accordance with provision of §10-1-130 Code of Laws of South Carolina, as amended, at its meeting held on December 21, 2021, approval was given by the STATE FISCAL ACCOUNTABILITY AUTHORITY to the easements granted to the City of Greenville contained herein.

S/ _____
Delbert H. Singleton, Jr., Secretary for
the State Fiscal Accountability Authority

IN WITNESS WHEREOF, the parties have caused this Easement to be executed as of the date first above written.

WITNESSES:

GRANTEE:

CITY OF GREENVILLE

Signature of 1st witness

By: _____
Name: John McDonough
Title: City Manager

Signature of 2nd witness

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENVILLE)

ACKNOWLEDGEMENT

I, the undersigned notary public, do hereby certify that City of Greenville, by John McDonough, its City Manager, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and seal this ____ day of _____, 2022.

Notary Public for South Carolina
My Commission Expires: _____
Print Name of Notary Public: _____

SCGSAH executes this Easement to acknowledge the foregoing.

WITNESSES:

SOUTH CAROLINA GOVERNOR'S
SCHOOL FOR THE ARTS AND
HUMANITIES

Name:_____

Name:_____

By:_____
Title: President
Name: Cedric L. Adderley
Date: January __, 2022

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENVILLE)

ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me this ___ day of _____, 2022, by the
within named Cedric L. Adderley, as President of the SOUTH CAROLINA GOVERNOR'S SCHOOL
FOR THE ARTS AND HUMANITIES, on behalf of the school, who is personally known to me.

Print Name:_____
Notary Public, State of South Carolina
My Commission Expires:_____

EXHIBIT A

EASEMENT AREA

ALL THAT CERTAIN PIECE, PARCEL OR TRACT OF LAND SITUATE, LYING AND BEING IN THE CITY OF GREENVILLE, GREENVILLE COUNTY, SOUTH CAROLINA, CONTAINING 0.191 ACRES AND HAVING THE FOLLOWING METES AND BOUNDS TO WIT:

COMMENCING AT AN IRON PIN OLD 3/8" SOLID ROD (BENT) LOCATED ON THE WESTERN RIGHT OF WAY OF S. CHURCH STREET, THENCE LEAVING THE WESTERN RIGHT OF WAY OF S. CHURCH STREET, N68-38-26W 9.25 FEET TO A POINT, THE POINT OF BEGINNING, THENCE N68-38-11W 26.67 FEET TO A POINT, THENCE N05-35-30W 87.18 FEET TO A POINT, THENCE S83-36-02W 148.31 FEET TO A POINT, THENCE N54-22-16W 37.74 FEET TO A POINT, THENCE N83-41-29E 170.28 FEET TO A POINT, THENCE N38-54-37W 51.39 FEET TO A POINT, THENCE WITH A CURVE TO THE LEFT HAVING A LENGTH OF 28.33 FEET, A RADIUS OF 49.37 FEET AND A CHORD BEARING AND DISTANCE OF N78-15-18E 27.94 FEET TO A POINT, THENCE S39-02-56E 57.80 FEET TO A POINT, THENCE S05-35-30E 118.65 FEET TO A POINT, THENCE S15-07-43W 3.47 FEET TO THE POINT OF BEGINNING.

As may be affected by that certain Quitclaim Deed, recorded in Book 2399, Page 3527 of the Public Records of Greenville County, South Carolina; Quitclaim Deed, recorded in Book 2399, Page 3531 of the Public Records of Greenville County, South Carolina; Quitclaim Deed, recorded in Book 2588, Page 3356 of the Public Records of Greenville County, South Carolina.

EXHIBIT "B"
Additional Provisions

Grantor and Grantee hereby agree that the following terms and provisions are hereby added to and form a part of the Easement Agreement to which this Exhibit "B" is attached.

11. Grantor and Grantee recognize that the Easement is being granted prior to Grantee, as the permitting authority, approving the final construction drawings for the System facilities that will be installed in the Easement Area, and prior to the construction and installation of the System facilities. In the event that, upon Grantee's permit approval of the final construction drawings for the System facilities, the Easement Area will not fully accommodate the System facilities in accordance with all applicable laws and regulations including, but in no way limited to, Grantee's Design and Specifications Manual, or in the event that the final actual location of the installed System facilities extends outside of any portion of the location of the Easement Area depicted on Exhibit "A", then and in either event, Grantee shall amend the depiction and description of the Easement Area in Exhibit "A" in order to accurately reflect the location of the approved and installed System facilities, and Grantee shall notify Grantor of the proposed amendment and obtain written approval of the State's reviewing authority.

12. The Easement will be effective upon full execution, but the rights and obligations of Grantee set forth herein shall not commence until such time as Grantee: (a) confirms in its capacity as the permitting authority that all System improvements are constructed in accordance with the final permitted construction plans and (b) accepts the System improvements following a conveyance of same by the County of Greenville.

13. The Easement granted herein shall be for sanitary sewer purposes only and for no other usages whatsoever without the express written consent of Grantor, or its successors and assigns, which may be granted or withheld in its sole and absolute discretion.

14. Grantee shall have the right to enter upon and exit from the Easement Area only at the locations depicted upon Exhibit "A" where common line of the Easement Area intersects the common line of the adjacent parcels, and Grantee shall otherwise have no rights of ingress and egress over, upon or across any other portions of the Property of Grantor whatsoever.

15. Grantee shall provide not less than forty-eight (48) hours advance written or electronic notice to Grantor prior to any proposed entry onto the Property for maintenance or repairs to the System, except in case of an emergency.

16. Grantee shall cause all maintenance and repairs within the Easement Area to be performed lien-free, in a good and workmanlike fashion, with quality materials, and in accordance with all applicable laws, and, subject to Section 10 below, Grantee shall promptly restore any disturbed portions of the Easement Area to a condition comparable to the condition of the Easement Area immediately prior to the performance of such work thereat.

17. Grantee shall promptly take all reasonable steps to minimize interference with or damage to the Easement Area arising out of or resulting from any maintenance or repairs performed by or on behalf of Grantee that are permitted hereunder.

18. Grantor, for itself and its successors and assigns, shall retain the right to tap into the sanitary sewer lines and appurtenances located within the Easement Area to obtain sanitary sewer service for the benefit of all or portions of the Property, upon and subject to compliance with standard City of Greenville sanitary

sewer service requirements, available capacity, payment of customary City of Greenville tap fees, and applicable permit approvals.

19. Grantor, for itself and its successors and assigns, shall retain the right to fill portions of the Easement Area, including without limitation portions of the Easement Area directly above portions of the System, so long as such filling shall be accomplished in accordance with and subject to all then-applicable City of Greenville engineering and permitting requirements and other applicable laws. In the event the amount of fill necessitates a modification in System design or materials, Grantor shall bear all costs associated with same.

20. Grantor, for itself and its successors and assigns, shall retain the right to pave, grade, and construct driveways, parking areas, and other paved areas over and across the System within and across the Easement Area, so long as such activities, uses, and improvements shall not damage any components of the System located within the Easement Area and shall be accomplished in accordance with and subject to all then-applicable City of Greenville engineering and permitting requirements and other applicable laws. Grantor is solely responsible for all costs associated with the restoration of any improvements otherwise allowed under this Section 10 in the event they are damaged or destroyed as a result of the Grantee's reasonable exercise of its rights under the Easement.

21. Grantor, for itself and its successors and assigns, shall retain the right to use and permit others to use the Easement Area for any and all other purposes not inconsistent with the Easement and these Additional Provisions.

22. Grantor, and its successors and assigns, shall have the right to terminate this Easement and to record an instrument of termination of this Easement in the event that this Easement shall cease (other than temporarily during periods of maintenance, replacement, or repairs) to be utilized for the purposes for which this Easement has been granted; provided, that Grantor or its successors or assigns shall not exercise the foregoing right unless and until Grantor shall first provide thirty (30) days' prior written notice to Grantee of Grantor's intent to terminate this Easement due to a permanent abandonment by Grantee of that portion of the System within the Easement Area and Grantee shall have failed within such thirty (30) day period to resume the usage of the Easement Area for the purposes granted herein. This Easement may also be terminated by Grantor if Grantee continues an uncorrected violation or breach of any of the terms and conditions herein.

23. This Easement constitutes the entire agreement between the parties concerning the subject matter contained herein. Any amendment must be in writing and executed with the same formalities of this Agreement. This Easement shall inure to the benefit of the parties hereto and shall be governed by and construed in accordance with the laws of the State of South Carolina.