

STATE OF SOUTH CAROLINA)
COUNTY OF LANCASTER)

EASEMENT AGREEMENT
(Carolina Thread Trail)

THIS EASEMENT AGREEMENT (this “**Agreement**”) is made and entered into as of the _____ day of _____, 2020 (the “**Effective Date**”), by BURNSIDE HOMEOWNERS’ ASSOCIATION, INC., a South Carolina Non-Profit corporation (the “**Grantor**”); and LANCASTER COUNTY, a political subdivision of the State of South Carolina, (the “**County**”).

WITNESSETH:

WHEREAS, Grantor is the owner of certain property located in Lancaster County, South Carolina, which property is more particularly described on **Exhibit A** attached hereto (the “**Property**”) and is the owner of the Trail Easement Area and Access Easement Area (described herein); and

WHEREAS, the County is developing a plan for a public recreational trail along the various creeks, floodplains, and other areas in Lancaster County, South Carolina including along and through the Property; and

WHEREAS, Grantor desires to grant to the County a perpetual easement on, over and through the Property for the uses set forth herein;

NOW, THEREFORE, for and in consideration of the premises and the sum of One Dollar (\$1.00) to it in hand paid, the receipt of which is hereby acknowledged, Grantor and the County agree as follows:

Trail Easement. The Grantor hereby grants to the County and its successors, assigns, employees, agents and invitees a perpetual nonexclusive right and easement variable in width running on, over and through that portion of Tax Parcel Number 0002-00-001.00, Lancaster County, South Carolina and as shown on **location map attached hereto as Exhibit B** and incorporated herein (the “Easement Survey”) for the purpose of constructing, maintaining and operating a public recreational trail, including but not limited to a public right-of-way, whether paved or unpaved, for (i) walking, hiking, jogging, bicycling, bird watching, or nature study; (ii) events such as “runs” or competitive races; (iii) programmatic use by schools, clubs or other groups; (iv) wheelchair use by persons who need to use wheelchairs; (v) maintenance vehicles

used in the construction, management, maintenance or stewardship of facilities located thereon; (vi) use by the County and the County's contractors for events; and (vii) emergency vehicles in the case of emergency within the trail (the "**Trail Easement**"). The Trail Easement shall include the right but not the obligation to construct, install, use and maintain lighting, steps, railings, bridges, boardwalks, culverts, benches, fencing, bike racks or resting facilities. Notwithstanding any other provision to the contrary, the County shall have no obligation to construct a public recreational trail within any particular time, if ever, or to connect such trail with any other trails.

Access Easement. Grantor hereby grants and conveys to the County and its successors, assigns, employees, agents and invitees a perpetual nonexclusive right and easement on, over and through that portion of the Common Property platted as common open space for Burnside Subdivision and Wakefield Subdivision and identified as Tax Parcel Number 0002-00-001.00, Lancaster County, South Carolina as shown on location map and such private roads within the Burnside, Wakefield and Prestwick neighborhoods in Lancaster County, South Carolina for the purpose of accessing the Trail Easement for the purposes set forth herein (the "**Access Easement**").

Easement for Signage. The Grantor hereby grants to the County and its successors, assigns, employees and agents a perpetual easement on, over and through the Trail Easement and Access Easement to install, maintain, repair, replace and add signage in and for the benefit of the Trail Easement including but not limited to the purpose of posting rules regarding use of the trail created herein. The design of all signage related to the Trail Easement shall be consistent with other signage located along other trails created under the directions of the Carolina Thread Trail, a North Carolina nonprofit corporation.

Maintenance of Trail Easement and Access Easement. The County shall be responsible, at its expense, for maintaining the Trail Easement and Access Easement in accordance with the purposes set forth herein, including construction and maintenance of a public recreational trail, routine removal of trash, waste and litter by a maintenance crew, and efforts to control vandalism and other crimes within the Trail Easement and Access Easement; provided, however, Grantor shall be responsible, at its expense, for damage caused to the Trail Easement and Access Easement by Grantor or their employees, contractors, agents or invitees.

Reservation of Right to Cross Trail Easement and Access Easement. Grantor, for itself and its successors, assigns, employees, agents and any property owners association located within the Burnside, Wakefield and Prestwick neighborhoods in Lancaster County, South Carolina (“POA”), reserves the right to cross the Trail Easement and Access Easement as reasonably necessary to perform work for the benefit of the Grantor’s and POA’s land, provided the County is given at least 2 weeks’ prior written notice of any action reasonably requiring closure of the Trail Easement or Access Easement to the public is provided to the County Administrator by certified mail and provided Grantor or POA repair any damage to the Trail Easement or Access Easement resulting from such crossing.

Reservation of Landscaping Rights. Grantor, for itself and its successors, assigns, employees, agents and any POA, reserves the right to install landscaping within the Trail Easement and Access Easement, provided such landscaping does not obstruct the trail constructed within the Trail Easement or Access Easement. Nothing herein shall be construed as obligating the County or its successors, assigns, agents or employees to maintain any landscaping added to the Trail Easement or Access Easement pursuant to this Section 6.

Title. Grantor represents and warrants to the County that it currently owns fee simple title to the Property free and clear from all liens and mortgages. Notwithstanding anything herein to the contrary, nothing herein shall prevent Grantor from placing a future mortgage or other encumbrance on the Property, provided however, such mortgage or encumbrance is subordinate to the easements granted herein.

Successors and Assigns. This Agreement and the rights granted herein are intended to and shall run with the land and shall burden the Property forever, and shall be binding upon, and inure to the benefit of and be enforceable by the parties hereto and their successors, successors-in-title, designees and assigns.

Governing Law. This Agreement is to be governed, construed and enforced in accordance with the laws of the State of South Carolina.

Waiver. The failure of either the Grantor or the County to exercise any right given hereunder shall not constitute a waiver of either party’s right to exercise such right.

Entire Agreement. This Agreement contains the sole and entire agreement of the Grantor and the County with respect to the matters contemplated hereunder, and no representation, inducement, promise or agreement, oral or written between the Grantor and the County which is not incorporated herein shall be of any force or effect. Any amendment to this Agreement shall be in writing, executed by the Grantor and the County and recorded in the Office of the Register of Deeds for Lancaster County, South Carolina.

Severability. If any term, covenant or condition of this Agreement, or any application thereto to any person or circumstance shall, to any extent, be invalid or unenforceable, such provision or the application of such term, covenant or condition, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall be deemed severable, and the remainder thereof shall not be affected thereby, and each such term, covenant or condition of this Agreement shall be valid and may be enforced to the fullest extent permitted by law.

TO HAVE AND TO HOLD, subject to all matters of record as of the date hereof and the terms hereof, all and singular the aforesaid easements unto the County, and its successors, successors-in-title, designees and assigns forever.

EXHIBIT A

Grantor's Property Description

All those certain pieces, parcels, or tracts of land lying, being and situated near the County of Lancaster, State of South Carolina, and being shown and identified as Parcel # 0002-00-001.00, and recorded in Plat Book 2005 at Page 90 in the Office of the Clerk of Court for Lancaster County, South Carolina, to which reference is hereby made for a more particular description.

DERIVATION: Being a portion of that property conveyed to DHG RP LLC by Carolina Development Services, LLC by that deed recorded in Book 750, Page 62, Lancaster County Public Registry



EXHIBIT B

0002-00-001.00

0002-00-001.00

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POWERED BY
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