

AN ORDINANCE TO PROVIDE FOR A RIGHT OF WAY GRANT BY THE CITY OF  
ROCK HILL TO THE YORK COUNTY NATURAL GAS AUTHORITY

BE IT ORDAINED by the Governing Body of the City of Rock Hill,  
in Council assembled:

SECTION 1. That this Ordinance is being adopted in order to effect proper compliance with the provisions of the Home Rule Act of 1975, now South Carolina Code of Laws for 1976, Section 5-7-30, Section 5-7-40 and Section 5-7-260, and Section 2-48 and Section 2-96 of the Code of the City of Rock Hill.

SECTION 2. That the City of Rock Hill, South Carolina, is the owner of a certain tract of land located near Homestead Road, bearing tax parcel number 589-01-01-073 and as shown on the attached Right of Way Grant; that the York County Natural Gas Authority has requested that the City grant it a certain right of way and easement as set forth and described in the Right of Way Grant attached hereto, and as shown as Exhibit A attached thereto, upon and across the land which the City may own, in whole or in part, and described above, for and in consideration of the sum of One (\$1.00) Dollar.

SECTION 3. That grant of the abovementioned right of way and easement to York County Natural Gas Authority, its successors and assigns, for the consideration set forth above, all as is more

fully set forth in the Right of Way Grant attached hereto, is hereby approved, authorized, directed, ratified and confirmed in all respects.

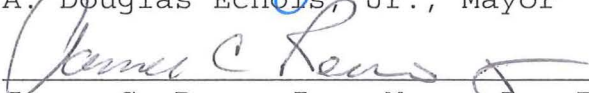
SECTION 4. That the City Manager is hereby empowered to negotiate the final details of such right of way and easement and execute the same as a recordable document, so long as such right of way and easement does not conflict with the terms of this Ordinance.


SECTION 5. That all ordinances or parts of ordinances inconsistent with this Ordinance are hereby repealed to the extent of such inconsistency.

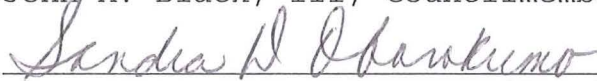
SECTION 6. That this Ordinance shall be and become finally binding immediately after same shall have received first and second readings, given in the manner required by law.


DONE AND RATIFIED in Council assembled on this the 27<sup>th</sup> day of April, 2015.


  
A. Douglas Echols, Jr., Mayor

  
James C. Reno, Jr., Mayor Pro Tempore

  
John A. Black, III, Councilmember

  
Sandra D. Oborokumo, Councilmember

  
Kathy S. Pender, Councilmember

  
Kevin H. Sutton, Councilmember

  
Ann Williamson, Councilmember

ATTEST:

  
Anne P. Harty  
Municipal Clerk

STATE OF SOUTH CAROLINA )

COUNTY OF YORK )

RIGHT-OF-WAY GRANT

FOR AND IN CONSIDERATION of the sum of One Dollar and Other Valuable Consideration to me(us) in hand paid by York County Natural Gas Authority, the receipt and sufficiency of which are hereby acknowledged, at or before signing and sealing of these presents, and the additional consideration, if any, hereinafter set forth, to be paid to **City of Rock Hill, SC**, hereinafter called "Grantor," (whether one or more), Grantor does hereby grant, bargain, sell and convey, subject to the special conditions set forth herein, to York County Natural Gas Authority, its successors or assigns forever, hereinafter referred to as "Grantee" a permanent station site right-of-way easement **15 feet by 30 feet** parallel and adjacent to an existing **40 foot** right-of-way granted to York County Natural Gas Authority in Deed Book **13417**, at Page **194** by deed dated **May 15, 2013** and recorded in the York County Register of Deeds. The right to lay, construct, excavate for, maintain, inspect, operate, protect, repair, renew, remove or replace a pipeline or pipelines of similar or different size and appurtenances thereto (including but not limited to metering facilities, monitoring facilities, wiring, regulating facilities, valve facilities, fences, gates, concrete pads and cathodic protection systems), for the transportation of natural gas (which shall be defined herein to include natural gas, liquefied natural gas (LNG), propane or any combination of these gases) through and across the following described lands owned by Grantor bearing Tax Map No. **5890101073** and situated in the County of York and State aforesaid: A tract of land containing **27.40** acres more or less or lot(s) and being the same land conveyed to Grantor **City of Rock Hill, SC** by deed dated **January 19, 1998** and recorded in the Clerk of Court, or Probate Court Office for York County in Deed book **1847**, at Page **325** and Deed Book **2110**, at Page **354**. The following station site which is marked and described on Exhibit "A".

DESCRIPTION / SKETCH

See Exhibit "A".

TOGETHER also with the right from time to time to redesign, rebuild, alter, upgrade or relocate said line(s) and to install such additional line(s), apparatus and equipment related to natural gas as Grantee may at any time deem necessary, and the right to remove any line or any part thereof, and to do whatever may be requisite for the enjoyment of the rights herein granted, subject to the special conditions set forth herein.

GRANTEE may install posts or markers as required by law where practicable indicating the course of any pipeline.

GRANTEE will lay its pipeline or lines at sufficient depth under the surface of the ground (and in no event less than four feet), insofar as is practicable, so as not to interfere with the ordinary cultivation of the premises (which includes a sufficient depth to withstand the weight of tractors and double-axle trailers).

Special Conditions. Grantee agrees to the following special conditions which shall control over and supersede any contrary provisions set forth in this instrument: (i) the initial gas line shall be constructed on the northern and most western portions of the above described right of way area so that there shall remain 15 feet of unused right of way area which shall be reserved for both Grantor and Grantee use for additional Grantor and Grantee utility over ground and underground projects on an as needed non-exclusive first come first serve with either party giving the other party written notice of such activities it being understood that such 15 feet area shall be used by Grantee for the initial construction purposes; (ii) the Grantor shall be able to cross the above described right of way area for utility purposes on a reasonable basis given the circumstances of Grantee's intended use of the above described right of way area; and (iii) Grantor may install fencing across the right-of-way (at or near perpendicular angles) provided that Grantor installs a gate(s) of at least sixteen (16) feet wide with a duplicate lock.

GRANTEE will, upon initial construction and installation of the pipeline, remove all vegetative debris (roots and stumps will be removed to ground level), smooth and stabilize the right-of-way area, remove all trash and other debris left during installation, and plant vegetation when construction is complete.

TOGETHER also with the right from time to time to remove or clear and keep clear such trees, underbrush, structures and other obstructions, upon said right-of-way (and branches or roots of such trees that may interfere with or endanger said lines or appurtenances when nearby), and the right of entry upon the right of way area for all the purposes aforesaid provided that such removal and clearing will be done through manual and mechanical means and without chemical applications.

PROVIDED, however, any damage to the property of Grantor(s) (other than to property cleared or removed as hereinbefore provided) caused by Grantee in the course of constructing, rebuilding, maintaining, altering, upgrading, relocating or repairing said lines shall be borne by Grantee.

THE rights herein granted may be assigned in whole or in part.

RESERVING however, to Grantor the right to erect No Trespassing signs, hunt, farm, keep livestock, cultivate and use the ground within the limits of said right-of-way, provided that such use shall not interfere with or obstruct the rights herein granted, and provided further, that Grantor shall not plant trees, build, create, or construct, nor permit others to plant trees, build, create or construct, any road (excepting perpendicular cross roads which may be paved or unpaved) or any building or other structure or obstruction within the limits of said right-of-way.

Grantor shall not remove cover from, nor add more than 100% of the original cover to, soil within the right-of-way limits. Grantor may not dam or otherwise store or retain water from any source over this right-of-way.

GRANTOR covenants that Grantor has the right to convey the said right-of-way; that Grantee shall have quiet and peaceable possession, use and enjoyment of the aforesaid right-of-way, rights and privileges, and that Grantor will execute such further assurances thereof as may be requisite.

GRANTOR covenants and warrants that Grantor will not transfer, alienate, devise, encumber, or otherwise affect title to the subject property above for a period of seven (7) days from the date of this Right-of-Way, which will allow the Grantee time to have this Right-of-Way recorded in the Office of the Clerk of Court for York County, South Carolina.

And the Grantor(s) hereby represent(s) that said premises are owned by the undersigned in fee and are not subject to any mortgage or lien whatsoever, except as follows: \_\_\_\_\_; the holder of such encumbrance(s), by joining in the execution hereof, hereby waive(s) in favor of and subordinates to the rights hereby granted.

TO HAVE AND TO HOLD said easement, right and rights of way, estates and privileges, unto Grantee, its successors and assigns forever.

ALL rights and privileges, obligations and liabilities created by this instrument shall inure to the benefit, and be binding upon, the heirs, devisees, administrators, executors, personal representatives, successors or assigns of the parties hereto.

IT is agreed that this Right-of-Way covers all the agreements between the parties and no representation or elements or statements, verbal or written, have been made previously, modifying, adding to, or changing the terms of the agreement.

IN WITNESS WHEREOF, THE GRANTOR(s) has/have hereunto set their hand and seal as of the date set forth below.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

Grantor

\_\_\_\_\_  
James G. Bagley, Jr., PE  
Deputy City Manager of Rock Hill, SC

Witness 1:

Date:

Witness 2:

Date:

STATE OF SOUTH CAROLINA    )  
  ) ACKNOWLEDGMENT  
COUNTY OF YORK\_\_\_\_\_ )

PERSONALLY appeared before me, the above named Grantor(s), who does hereby acknowledge that Grantor(s) did sign, seal and as Grantor(s) act and deed deliver the within Right-of-Way Grant for the uses and purposes therein mentioned.

SWORN to before me this \_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
(L.S.)  
Notary Public for  
My Commission expires \_\_\_\_\_

