

**STATE OF SOUTH CAROLINA)**

**COUNTY OF OCONEE)**

**DRAINAGE EASEMENT AGREEMENT**

THIS DRAINAGE EASEMENT AND RIGHT OF WAY AGREEMENT is executed and entered into as of the \_\_\_ day of \_\_\_\_\_, 2014 by and between Community First Bank (Grantor), a South Carolina Corporation with its principal place of business in Oconee County, South Carolina and Stone Pond Road Owners Association, Inc. (Grantee), a South Carolina Corporation with its principal place of business in Oconee County, South Carolina.

KNOW ALL MEN BY THESE PRESENTS, that Grantor, for and in consideration of the sum of ten dollars (\$10.00) and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby grant, bargain, sell, convey, and warrant unto Grantee, its successors and assigns, over, through, and across and beneath that certain piece parcel or lot of land owned by Grantor and located near the Stone Pond Dam section of Stone Pond Way in Oconee County, South Carolina ("Affected Property"), such Affected Property being more fully shown as Lots 72A and 71 on Exhibit A attached hereto, having Oconee County TMS #s 291-01-02-058 and 291-01-01-001 and being the same property deeded to Grantor by deed recorded in the Oconee County Register of Deeds Office in Deed Book 2032 at Page 196-199, a permanent drainage easement running with the land ("Drainage Easement") existing ten (10) feet on either side of a center line being more fully shown and designated as "20' DRAINAGE EASEMENT" on Exhibit A attached hereto ("Easement Area"), for the purpose of constructing, maintaining, operating, improving, repairing, altering, replacing and moving one or more underground storm water drainage pipes ("Drainage Improvements") and the necessary appurtenances thereto, as selected by Grantee, its agents, servants, employees and contractors, upon, under, over through and across the Easement Area, and for the purpose of the Affected Property within the Easement Area.

The Drainage Easement is to and does convey to Grantee, its successors, assigns, agents, servants, employees and contractors the right and privilege of entering the aforesaid Affected Property to construct, maintain and operate within the boundaries of the Easement Area the Drainage Improvements and any other appurtenances necessary for the purpose of the maintenance and operation of such Drainage Improvements, and to make such relocations, changes, renewals, substitutions, replacements and additions of or to the same within the boundaries of the Easement Area from time to time as said Grantee may deem desirable; the right at all times to cut away and keep clean of said Easement Area any and all trees, structures

and other objects of any kind which might, in the opinion of Grantee, in any way endanger or interfere with the proper construction, maintenance and operation of the Drainage Improvements, with the right at all times to cut away or trim all trees beyond the boundaries of the Easement Area which, if they should fall or be blown or cut down, might damage the Drainage Improvements or any portion of the same; the right of access to and from said Easement Area for the purpose of exercising the rights herein granted; provided that the failure of Grantor to exercise any of the rights herein shall not be construed as a waiver or abandonment of the right thereafter at any time and from time to time exercise any or all of same. No buildings or structures shall be placed within the Easement Area at any time without the prior written consent of Grantor.

Grantor, for himself and for his heirs, successors and assigns hereby releases Grantee from any claim or liability for damages that Grantor may have arising out of Drainage Easement for property damage, injury or death, including without limitation, any claim or liability for damages that Grantor may have associated with drainage problems.

Grantor, for himself and for his heirs, successors and assigns, shall and does hereby agree to, indemnify Grantee, its agents, officers, County Council members, and employees against and hold and save Grantee, its agents, officers, County Council members and employees harmless from, any and all claims, demands, actions, causes of action, suits, liabilities, damages, losses, costs and expenses (including without limitation, reasonable attorneys' fees and court costs incurred in enforcing this indemnity and otherwise) which Grantee, its agents, officers, County Council members and employees may suffer or incur, or which may be asserted against Grantor, its agents officers, County Council members, and employees, whether meritorious or not, which are caused by any negligence or willful misconduct of Grantor, or anyone directly or indirectly employed by Grantor or anyone for whose acts Grantor may liable. The foregoing notwithstanding, Grantee does not waive any immunity to which it is statutorily entitled. Such obligation will not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person.

Ad valorem taxes and assessments, and other requirements or incidentals of ownership, shall be borne by the party owning the real property to which such ad valorem taxes or assessments attach.

All Drainage Improvements shall remain the property of Grantee, removable at the sole option of Grantee at any time.

The terms and provisions of this Drainage Easement and Right-of-Way shall constitute covenants running with the land and shall be binding upon the Grantor, its successors and assigns, and inure to the benefit of the Grantee, its successors and assigns, and may not be abrogated, modified, rescinded or amended in whole or in part without the express written consent of the Grantee, its successors or assigns.

Grantor and Grantee shall, and do hereby acknowledge that if Stone Pond Way fails to become a roadway which is adopted into the Oconee County Road System by the date of September 1, 2016, this Drainage Easement and Right-of-Way shall terminate without further notice.

Grantor and Grantee shall and do hereby acknowledge and agree that if Stone Pond Way fails to become a roadway which is dedicated as a public road and adopted into the Oconee County Road System by the date of September 1, 2016, then Grantor may, at Grantor's sole option and in Grantor's sole discretion, without further consent or action by Grantee, terminate the Drainage Easement granted herein by recording a written termination of this Drainage Easement and Right-of-Way, signed by Grantor, in the office of the Register of Deeds for Oconee County, South Carolina, such termination to be effective as of the date of such recording.

To HAVE AND TO HOLD said Drainage Easement unto Grantee, its successors and assigns forever, Grantor hereby binds itself and its successors and assigns, to warrant and forever defend all and singular the rights, privileges, and interests above described, unto grantee, its successors and assigns, against Grantor and against Grantor's successors and assigns, against claim brought by, through or under Grantor.

IN WITNESS WHEREOF, the within named Grantor, has executed this Drainage Easement and Right-of-Way Agreement this \_\_\_ day of \_\_ \_\_\_\_\_, 2014.

**WITNESSES:**

\_\_\_\_\_  
  
\_\_\_\_\_

**GRANTOR:**

Community First Bank

By: \_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF SOUTH CAROLINA )

ACKNOWLEDGMENT

COUNTY OF OCONEE )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2014 by \_\_\_\_\_, the \_\_\_\_\_ of \_\_\_\_\_, on behalf of the \_\_\_\_\_.

Notary Public for: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

IN WITNESS WHEREOF, the within named Grantee, has executed this Drainage Easement and Right-of-Way Agreement this \_\_\_ day of \_\_\_\_\_, 2014.

**WITNESSES:**

\_\_\_\_\_  
\_\_\_\_\_

**GRANTEE:**

Stone Pond Road Owners Association, Inc.

By: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF SOUTH CAROLINA    )  
  )  
COUNTY OF OCONEE            )

**ACKNOWLEDGMENT**

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 2014 by Stone Pond Road Owners Association, Inc.

\_\_\_\_\_  
Notary Public for: \_\_\_\_\_

My commission expires: \_\_\_\_\_

**EXHIBIT A**