

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENVILLE)

SEWER LINE
EXTENSION AGREEMENT

THIS SEWER LINE EXTENSION AGREEMENT (this "Agreement") is made as of the day of _____, 2023 (the "Effective Date"), by and between **GREENVILLE COUNTY, SOUTH CAROLINA**, a political subdivision of the State of South Carolina (the "County"), and **STANLEY MARTIN HOMES, LLC**, a Delaware limited liability company, ("SMH") (the County and SMH are collectively referred to herein as the "Parties", and each of the Parties is singularly referred to herein as a "Party").

WITNESSETH:

WHEREAS, SMH is under contract to purchase that certain real property situate in Greenville County, South Carolina, bearing Greenville County Tax Map Numbers 0550010100200, 0550010100100, 0550010100109, 0550010100101, 0550010100106, and 0550010100107 (hereinafter, the "SMH Property"); and

WHEREAS, the County is the owner of that certain real property situate in Greenville County, South Carolina, the deed to which is recorded in the Office of the Register of Deeds for Greenville County in Deed Book JR-L at Page 8810, and bearing Greenville County Tax Map Numbers 0550010100300 (hereinafter, the "County Property"); and

WHEREAS, the County, as grantor, granted to SMH, as grantee, a sewer easement over the County Property, as evidenced by that certain Right of Way dated as of even date herewith (the "Sewer Easement"); and

WHEREAS, the Sewer Easement grants SMH the right to construct a 25' force main ("Sewer Line") in such location over the County Property as described in therein;

WHEREAS, in consideration of the County's grant of the Sewer Easement, SMH has agreed to extend the Sewer Line (the "Sewer Extension") across a portion of the SMH property to a building (the "Building") located within the County Property as shown on the plans and specifications attached hereto as Exhibit A ("Plans & Specs"); and

WHEREAS, SMH has agreed to pay for all costs related to the construction of the Sewer Extension, including, but not limited to, design, engineering, and installation and to grant to the County a sewer easement over the SMH Property, as shown on the Plans & Specs as evidenced by that certain Right of Way attached hereto as Exhibit B (the "County Sewer Easement"); and

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Construction of the Sewer Extension. SMH will cause the Sewer Extension to be constructed pursuant to the Plans & Specs, so that Sewer Extension will provide sanitary sewer

access to the Building. SMH shall diligently pursue completion of construction of the Sewer Extension by _____, 2024. For purposes of this Agreement, “completion” or “completed” means the date when: (i) the construction of the Sewer Extension has been fully completed in a good and workmanlike manner and according to the Plans & Specs, in full compliance with all applicable legal requirements of any governmental authority. SMH shall be responsible and pay for all costs and expenses of designing, building and constructing the Sewer Extension.

2. Temporary Construction Easement. The County hereby grants to SMH a temporary construction easement over the County Property for the purpose of entering upon the County Property to construct the Sewer Extension, which temporary construction easement will expire upon the completion of the construction of the Sewer Extension.

3. Grant of Sewer Easement over SMH Property. SMH, as grantor, agrees to grant to the County, as grantee, the County Sewer Easement over the SMH Property, as evidenced by that certain Right of Way attached hereto as Exhibit B.

4. Maintenance. Upon completion of the Sewer Extension, the County shall be solely responsible for all maintenance, repair, and replacement of the Sewer Extension, or any part thereof, and all costs associated therewith.

5. Indemnity. SMH shall defend, indemnify and hold harmless the County from and against any and all claims, losses, costs, damages, expenses and liabilities, including, without limitation, reasonable attorneys’ fees, caused by an accident or other occurrence causing bodily injury (including death) or property damage to any person or property arising out of or in connection with actions of SMH or its employees, agents, contractors, guests, invitees or other representatives.

6. Covenant Against Liens. SMH will advise the County in writing immediately if SMH receives any notice, written or oral, from any contractor, sub-contractor, laborer or material furnisher to the effect that said contractor, sub-contractor, laborer or material furnisher has not been paid for any labor, services or materials furnished in connection with the Sewer Extension. SMH shall promptly pay and discharge by the due date any claim or obligation for labor, services or materials furnished in connection with or otherwise related to the Sewer Extension, which if not paid or discharged would result in a lien on the County Property. Specifically, and without limiting the foregoing, if any lien or claim of lien arises out of or otherwise in connection with the Sewer Extension, then SMH, at its sole cost and expense, shall immediately (but in no event later than thirty (30) days after the filing thereof) cause that lien or claim of lien to be satisfied or bonded off under the provisions of applicable law and shall defend, indemnify and hold harmless the County from and against the lien or claim of lien and any legal process arising by reason of same, including, without limitation, attorneys’ fees.

7. Default. In the event of any breach or violation by SMH of any of the provisions of this Agreement, the County shall have the right to seek and pursue any and all rights and remedies available at law and/or in equity.

8. Entire Agreement. This Agreement embodies the entire agreement between the Parties relative to the subject matter hereof, and there are no oral or written agreements between the Parties, nor any representations made by either party relative to the subject matter hereof, which are not expressly set forth herein. This Agreement shall not be modified or amended except in a written document signed by the County and SMH.

9. Applicability. The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

10. Time. TIME IS OF THE ESSENCE in the performance of all obligations under this Agreement.

11. Counterparts; Electronic Transmission. To facilitate execution, (i) this Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same agreement; and (ii) the parties may execute and deliver counterparts hereof (or counterparts of the signature page or pages hereof) by facsimile or electronic transmission, and such facsimile or electronically transmitted counterparts will be binding and enforceable to the same extent as originals thereof. Signatures appearing on faxed instruments and/or electronic mail in portable document format ("pdf") shall be treated as original signatures.

12. Applicable Law. This Agreement and the transaction contemplated hereby shall be interpreted, governed and enforced in accordance with the laws of the State of South Carolina.

13. Severability. Should any portion of this Agreement or the application thereof to any person or circumstance be invalid or unenforceable to any extent by law, the remainder of this Agreement and the application of such provisions to other persons or circumstances shall not be affected thereby, and shall be enforced to the greatest extent permitted by law.

14. Construction. The Parties acknowledge that each party and its counsel have reviewed and revised this Agreement, and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments or exhibits hereto.

15. Relationship of Parties. The County and SMH shall not be considered or deemed joint venturers or partners and none of them shall have the power to bind or obligate the other except as set forth herein.

[SIGNATURE PAGES FOLLOW]

[SIGNATURE PAGE TO SEWER EXTENSION AGREEMENT]

The Parties hereto have caused this Agreement to be executed as of the Effective Date first set forth above.

GREENVILLE COUNTY, SOUTH CAROLINA, a
political subdivision of the State of South Carolina

By: _____
Name: _____
Its: _____

STANLEY MARTIN HOMES, LLC, a
Delaware limited liability company

By: _____
Name: _____
Its: _____

EXHIBIT A

PLANS AND SPECIFICATIONS

EXHIBIT B

COUNTY SEWER EASEMENT