

**0550010100300**  
**Tax Map Number**

STATE OF SOUTH CAROLINA	)	
	)	<b>RIGHT OF WAY</b>
COUNTY OF GREENVILLE	)	(Sanitary Sewer)

1. KNOW ALL MEN BY THESE PRESENTS: That **GREENVILLE COUNTY, SOUTH CAROLINA**, a political subdivision of the State of South Carolina (hereinafter called the “Grantor”), in consideration of \$10.00 paid or to be paid by **STANLEY MARTIN HOMES, LLC**, a Delaware limited liability company (hereinafter called the “Grantee”), does hereby grant and convey unto the said Grantee a right-of-way and easement over a portion of the land of Grantor 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, said land being described in the referenced deed (hereinafter called the “Grantor Property”).

2. The right of way and easement conveyed to Grantee by Grantor hereunder is shown on the drawing attached hereto as Exhibit A and incorporated herein by this reference. During construction, the right of way and easement area conveyed herein to Grantee shall have a total width of forty-five (45) feet, as more particularly shown on Exhibit A (hereinafter called the “Construction Right of Way”). Upon completion of the construction and installation of the sanitary sewer line, the right of way and easement conveyed herein to Grantee shall extend twelve and one-half (12.5) feet on each side of the centerline of the sanitary sewer line and shall have a total width of twenty-five (25) feet, as more particularly shown on Exhibit A (hereinafter called the “Permanent Right of Way”).

3. Grantor hereby represents and warrants that Grantor is legally qualified and entitled to grant the above referenced Construction Right of Way and Permanent Right of Way on the Grantor Property to Grantee. Grantor further represents and warrants that there are no liens, mortgages, or other encumbrances on the Grantor Property.

4. The right of way and easement hereby conveyed to Grantee, its successors and assigns shall include the right and privilege of entering the Permanent Right of Way, and to construct, maintain and operate within the limits of the Permanent Right of Way, pipe lines, manholes, and any other adjuncts deemed by the Grantee to be necessary for the purpose of conveying sanitary sewage and industrial wastes, and to make such relocations, changes, renewals, substitutions, replacements, line connections and additions of or to the same from time to time as said Grantee may deem desirable; the right at all times to cut away and keep clear of the Permanent Right of Way any and all vegetation that might, in the opinion of the Grantee, endanger or injure the pipe lines or their appurtenances, or interfere with their proper operation or maintenance; the right of ingress to and egress from the Permanent Right of Way across the Grantor Property for the purpose of exercising the rights herein granted; provided that 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. No building or other structure shall be erected over or within said Permanent Right of Way nor so close thereto as to impose any load on the pipes lines.

5. It is acknowledged and agreed that the Grantor may plant crops within the Permanent Right of Way, provided however, that any such crops shall not be planted over any sewer pipes where the tops of

the pipes are less than eighteen (18) inches under the surface of the ground. Further, the use of the Permanent Right of Way by the Grantor shall not, in the opinion of the Grantee, interfere or conflict with the use of the Permanent Right of Way by the Grantee for the purposes herein mentioned, and that no use shall be made of the Permanent Right of Way that would, in the opinion of the Grantee, injure, endanger or render inaccessible the sewer pipe line or their appurtenances.

6. Grantor hereby acknowledges and agrees that fences are not permitted in the Permanent Right of Way in any location that is parallel to the sewer line. In the event that Grantor desires to construct a fence that is perpendicular or otherwise crosses the Permanent Right of Way, the prior written consent of Grantee shall be required and said fence shall be constructed in compliance with all rules and regulations of Grantee.

7. Grantor hereby acknowledges and agrees that in the event a building or other structure should be erected contiguous to the Permanent Right of Way, no claim for damages shall be made by the Grantor, its successors or assigns, on account of any damage that might occur to such structure, building or contents thereof due to the operation or maintenance, or negligence of operation or maintenance, of the Permanent Right of Way and said pipe lines or their appurtenances, or any accident or mishap that might occur therein or thereto.

8. Grantor hereby acknowledges and agrees that the right of way and easement along with all other rights and privileges conveyed to Grantee hereunder may be assigned and transferred to Metropolitan Sewer Subdistrict, d/b/a MetroConnects (“MetroConnects”). From and after the date of such assignment and transfer, MetroConnects shall be considered the Grantee under this agreement and shall be deemed the legal holder of all rights and privileges granted hereunder. Grantor hereby expressly consents to such assignment and transfer to MetroConnects.

9. The payment and privileges above specified are hereby accepted in full by Grantor as settlement of all claims and damages of whatever nature for the Construction Right of Way and Permanent Right of Way conveyed to Grantee hereunder.

10. In the event plans for said sewer lines are cancelled or altered and the Construction Right of Way and the Permanent Right of Way conveyed to Grantee hereunder are not needed, then such rights may be cancelled and no money shall be due the Grantor. The payment of the consideration for the Construction Right of Way and Permanent Right of Way shall be made before construction commences.

*[Signatures are on the following page]*



EXHIBIT A

LOCATION OF RIGHT OF WAY



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**

[insert TMS#]  
Tax Map Number

STATE OF SOUTH CAROLINA                    )  
  )  
COUNTY OF GREENVILLE                    )                   **RIGHT OF WAY**  
  )                   (Sanitary Sewer)

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*[Signatures are on the following page]*



EXHIBIT A

LOCATION OF RIGHT OF WAY

PROJECT MANAGER: WAC  
 DRAWN BY: CUE  
 PROJECT DATE: 7/2/23  
 SCALE: 1"=150'  
 JOB NO.: 2023024  
 PLOT DATE: 5/2/2023

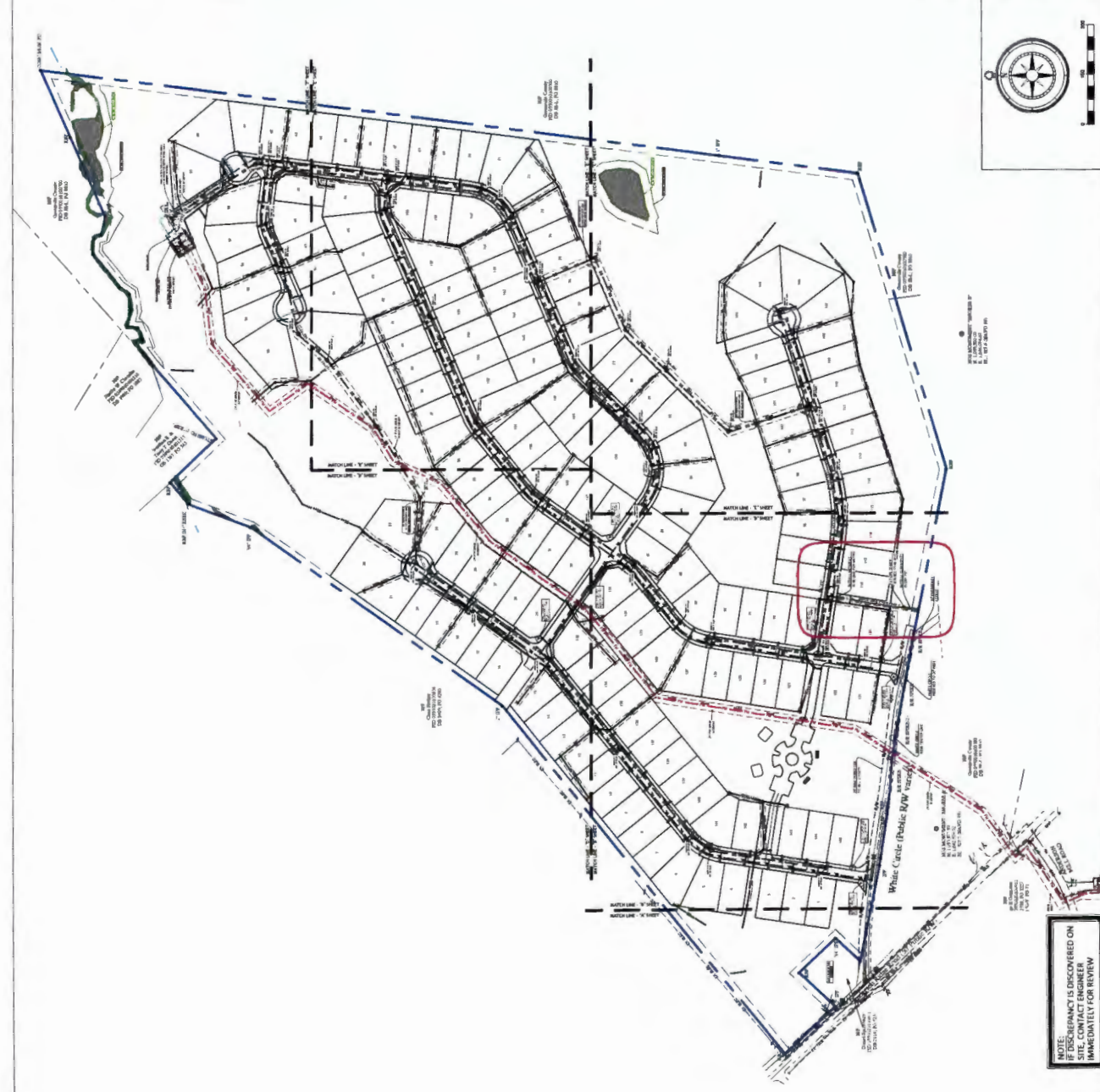
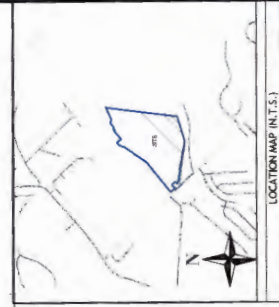
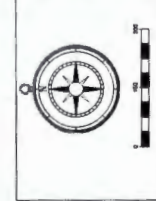
**SHEET**  
**CV-3**

PRELIMINARY PLAN  
 TYPE OF DEVELOPMENT: RESIDENTIAL (SINGLE-FAMILY)  
 NO. OF PLOTS: 128  
 NO. OF LOTS: 128  
 NO. OF UNITS: 128  
 NO. OF STORIES: 1.5  
 NO. OF GARAGES: 128  
 NO. OF DRIVEWAYS: 128  
 NO. OF SIDEWALKS: 128  
 NO. OF STAIRS: 128  
 NO. OF ELEVATORS: 128  
 NO. OF POOLS: 128  
 NO. OF SPAS: 128  
 NO. OF CLUBHOUSES: 128  
 NO. OF GYMNASIUMS: 128  
 NO. OF THEATERS: 128  
 NO. OF RESTAURANTS: 128  
 NO. OF BARS: 128  
 NO. OF HOTELS: 128  
 NO. OF OFFICES: 128  
 NO. OF STORES: 128  
 NO. OF SCHOOLS: 128  
 NO. OF CHURCHES: 128  
 NO. OF SYNAGOGUES: 128  
 NO. OF MOSQUES: 128  
 NO. OF TEMPLES: 128  
 NO. OF MONASTRIES: 128  
 NO. OF CONVENTS: 128  
 NO. OF NUNNERIES: 128  
 NO. OF HERMITAGES: 128  
 NO. OF RETIREMENT HOMES: 128  
 NO. OF ASSISTED LIVING: 128  
 NO. OF NURSING HOMES: 128  
 NO. OF HOSPITALS: 128  
 NO. OF CLINICS: 128  
 NO. OF PHARMACIES: 128  
 NO. OF OPTICALS: 128  
 NO. OF DENTISTS: 128  
 NO. OF VETERINARIANS: 128  
 NO. OF CAR WASHES: 128  
 NO. OF CAR REPAIRS: 128  
 NO. OF CAR RENTALS: 128  
 NO. OF CAR SALES: 128  
 NO. OF CAR LEASING: 128  
 NO. OF CAR FINANCING: 128  
 NO. OF CAR INSURANCE: 128  
 NO. OF CAR MAINTENANCE: 128  
 NO. OF CAR ACCESSORIES: 128  
 NO. OF CAR PARTS: 128  
 NO. OF CAR TUNING: 128  
 NO. OF CAR DETAILING: 128  
 NO. OF CAR STORAGE: 128  
 NO. OF CAR WASHES: 128  
 NO. OF CAR REPAIRS: 128  
 NO. OF CAR RENTALS: 128  
 NO. OF CAR SALES: 128  
 NO. OF CAR LEASING: 128  
 NO. OF CAR FINANCING: 128  
 NO. OF CAR INSURANCE: 128  
 NO. OF CAR MAINTENANCE: 128  
 NO. OF CAR ACCESSORIES: 128  
 NO. OF CAR PARTS: 128  
 NO. OF CAR TUNING: 128  
 NO. OF CAR DETAILING: 128  
 NO. OF CAR STORAGE: 128

UTILITY PLAN  
 PARKER'S SUMMIT  
 SUBDIVISION  
 WHITE CIRCLE  
 GREEN, SC

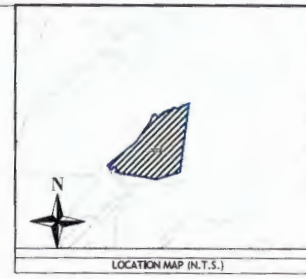
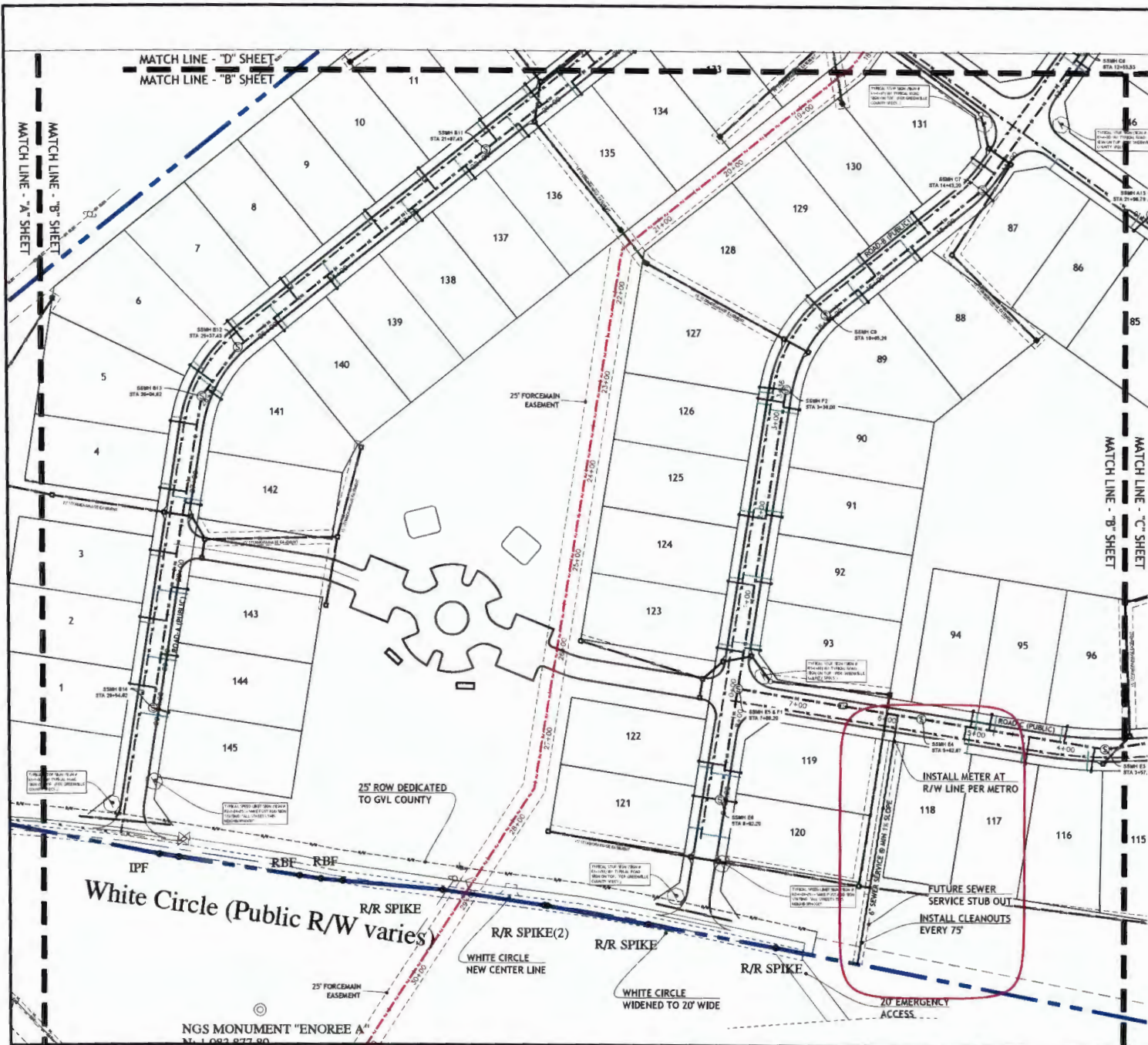


NO.	DATE	BY	REVISION
1	7/2/23	WAC	PRELIMINARY PLAN SUBMITTED TO S.C. COUNTY



NOTE: WORKMAN'S DISCOVERED ON SITE CONTACT ENGINEER IMMEDIATELY FOR REVIEW





<b>PARKER'S SUMMIT SUBDIVISION</b>	
PRELIMINARY PLAN	
TYPE OF DEVELOPMENT: R/S CLUSTER (OPTION 1)	
NO. OF ACRES: 195.1 ACRES	NO. OF LOTS: 145 LOTS (145 LOTS (145 LOTS))
NO. OF LOTS: 145	DATE: 5/2/23
DEVELOPER/PLANNING: STRAKEY BROTHERS AND NORTH WOODS, INC. 132 PALMER ROAD GREENVILLE, SC 29615 412.842.2948	ENGINEER: GARY BUCKNER, P.E. 408 CHESTNUT DRIVE GREENVILLE, SC 29615 864.281.1291
SUBJECT: BUCKNER SURVEYING 500 S. BLACK 4TH CHESTNUT DRIVE GREENVILLE, SC 29615 864.281.1291	

NO.	DATE	BY	REVISION
1	5/2/23	CB	PRELIMINARY PLAN SUBMITTED TO GVL COUNTY
2	5/2/23	CB	REVISIONS TO PLAN PER COMMENTS FROM GVL COUNTY
3			
4			
5			
6			
7			
8			
9			
10			
11			

**Gray Engineering**

G

1000 W. GREENVILLE AVENUE, SUITE 200  
GREENVILLE, SOUTH CAROLINA 29615  
TEL: (864) 792-2927 FAX: (864) 792-2927  
WWW.GRAYENGINEERING.COM



UTILITY PLAN

**PARKER'S SUMMIT SUBDIVISION**

WHITE CIRCLE GREEN, SC

PROJECT MANAGER: WAC	DRAWN BY: CB
PROJECT DATE: 7/2/23	SCALE: 1"=50'
JOB No.: 2021024	PLOT DATE: 5/2/2023
SHEET	
<b>CV-3B</b>	



114

115

116

117

118

0550010100100

**FUTURE SEWER  
STUB OUT**

830.4

