

STATE OF SOUTH CAROLINA)
COUNTY OF _____)

WATER AND/OR SEWER DEDICATION AGREEMENT

This Dedication Agreement is made and entered as of the execution date set forth below by the undersigned (“Grantor”) in favor of the Commission of Public Works of the City of Greer (“Greer CPW”).

Recitals:

WHEREAS, Grantor desires to obtain water and sewer service from Greer CPW;

WHEREAS, in order to obtain such service Grantor has agreed to pay all costs associated with the installation of required facilities in street or highway rights-of-way, or private easements which Grantor has formally granted to Greer CPW at no cost for permanent public use ownership for any and all purposes without restriction or limitation; and

WHEREAS, Greer CPW has agreed to provide water and/or sewer service to Grantor upon the fulfillment by Grantor of all of the terms and conditions set forth herein as well as the payment of prescribed fees, and subject to payment of regular prescribed rates for all services rendered.

Witnesseth:

NOW, THEREFORE, in consideration of the matters in the recitals as set forth above which are hereby fully affirmed, ratified, and approved, Grantor hereby agrees as follows:

1. Dedication and Transfer of Infrastructure. Grantor irrevocably transfers and assigns to Greer CPW, its successors and assigns, all right, title and interest in any and all equipment, lines, pipes, fixtures and related facilities installed in connection therewith and all assets, rights, materials and/or claims used, owned or held (collectively referred to hereinafter as the “Infrastructure”), including, without limitation, all of the following types or classifications of rights or interests: all plans, specifications, maps, drawings (including as-built drawings) and other renderings of the Infrastructure; all warranties, claims and any similar rights to the Infrastructure; any and all permits for the Infrastructure installed (including assignment of any permit to operate); all intangible rights, goodwill and rights of the Infrastructure for the project described as follows: _____.

2. Representations and Warranties. Grantor hereby represents, warrants and covenants to Greer CPW, its successors and assigns, that (i) Grantor has a good and lawful right to convey its rights under the Infrastructure, (ii) the Infrastructure is free from all encumbrances, liens and mortgages, (iii) Grantor will forever warrant and defend title to the Infrastructure against the claims, and (iv) Grantor will indemnify, defend and hold harmless Greer CPW against any claims for injuries to persons or damage to property (including, without limitation, reasonable

attorneys' fees and court costs) which may be related to or arise from Grantor's installation, maintenance, and use of the Infrastructure.

Grantor warrants and guarantees to Greer CPW, that (i) the Infrastructure was completed in a good and workmanlike manner, without any patent or latent defects in construction, design or materials, (ii) all materials furnished to construct the Infrastructure are new, merchantable and fit for the purposes for which they are intended, and (iii) upon completion of construction, the Infrastructure will be sound and fit for its intended use. Grantor further warrants and agrees to repair defects in the Infrastructure for a period of two years from acceptance by Greer CPW in accordance with Greer CPW's Extension Policy updated and approved January 25, 2021, as amended ("Extension Policy"), the terms of which are incorporated herein by reference. In the event that (a) Grantor fails to so repair and, following written notice of specific defects by Greer CPW, fails to cure same within thirty (30) days, or (b) in the event of exigent circumstances requiring prompt action to avoid potential harm, Greer CPW has the right to make such repairs by whatever means necessary and hold Grantor responsible for the costs thereof, including but not limited to, collection or enforcement through the maintenance security provisions set forth in the Extension Policy.

Greer CPW may refuse future service to the project until defaults of this Agreement are properly remedied by Grantor.

The terms of this Agreement shall bind and inure to the benefit of Grantor and Greer CPW, and their respective heirs, executors, legal representatives, successors, and assigns.

IN WITNESS WHEREOF, Grantor has executed these presents under seal on this the _____ day of _____, 20____.

In the presence of:

Name of Grantor / Developer

1st Witness

Signature

2nd Witness

