

STATE OF SOUTH CAROLINA)
)
)
COUNTY OF LANCASTER)

UTILITY SERVICE AND
ANNEXATION AGREEMENT

RESTRICTIVE COVENANT

KNOW ALL MEN BY THESE PRESENTS that (I, we) _____
_____ (Grantor, Grantors) seek permission to connect
to the Water and/or Sewer System of the **City of Lancaster** (Grantee). The
subject property/ parcel is situate outside the corporate limits of the City of
Lancaster. The property/ parcel is identified in the records of the Assessor for
Lancaster County as Tax Map: _____ and is physically
located at _____. The above referenced
property was conveyed to the Grantor(s) and recorded in the Office of the Clerk
of Court for Lancaster County, South Carolina in Deed Book _____ at Page _____
(see attached Deed and Plat).

(I, We) understand and agree that as a condition of service and
connection of the Water and/or Sewer System to the above referenced property,
(I, we) will petition, when requested by the City of Lancaster (by group or
individual method) for annexation to the City of Lancaster under § 5-3-150 of
the Code of Laws for the State of South Carolina. (I, We) further understand
that it may be necessary to execute a petition for annexation on more than one
occasion; however, the final acceptance of the said petition rest upon an
affirmative vote of a majority of the governing body of the City of Lancaster.

It is understood and agreed upon that this covenant shall be legally
binding upon (myself, us) as the Grantor(s), and our heirs and successors. Any
violation of, or refusal to sign, said petition shall result in either legal recourse
for nonperformance by the City of Lancaster and/or termination of water
and/or sewer services provided to the premise.

It is further understood and agreeable that the City may inspect and approve the owner's water and/or sewer system prior to connection to insure compliance with City and State regulations. An inspection fee, if applicable, may be imposed for such inspection in accordance with the guidelines and policies set forth by the City of Lancaster.

All rights, powers, and privileges hereby granted to the City of Lancaster as grantee shall convey to its heirs, successors, and assigns, and shall be binding upon the heirs, successors, administrators, executors, and assigns of the grantor. Grantor acknowledges that the conditions of this agreement and this agreement itself are a restriction and covenant on the title of the above referenced property and binding upon the grantors, heirs, successors, and assigns. Furthermore, it is mutually agreeable that upon any dividing, separation, or split of the above referenced property, this agreement shall also remain binding upon the successors and heirs of such division, and that this covenant shall remain binding upon the successors and heirs of such division, and that this covenant shall remain a restriction and covenant on the title of the parcel resultant of such division.

Grantor(s) hereby certify that (he/she/they) (has/have) legal standing to execute this agreement for the property described herein. Grantor(s) further acknowledges that should it later be discovered that this agreement was entered into fraudulently by the grantor(s) that all utility service will be immediately discontinued to the property by the City of Lancaster.

IN WITNESS THEREOF, the undersigned Grantor has hereto set his hand and Seal this _____ day of _____, 2_____.

SIGNED, SEALED, AND DELIVERED by Grantor in the presence of:

1st Witness

Grantor

2nd Witness

Grantor

STATE OF SOUTH CAROLINA)
)
COUNTY OF LANCASTER)

PROBATE

PERSONALLY appeared before me the undersigned witness, and made oath that he/she saw the within named Grantor(s) sign, seal, and as his/her act and deed, delivered the within written Agreement and Covenant; and that he/she with the other witness named above witnessed the execution thereof.

1st Witness

SWORN TO BEFORE ME THIS _____
DAY OF _____, 2_____.

ACCEPTED BY:
Authorized Representative
City of Lancaster

NOTARY PUBLIC FOR SOUTH CAROLINA

My commission expires: _____