



## **Agenda**

### **Fountain Inn, South Carolina Special Called Council Meeting Thursday, April 1, 2021 - 6:00 PM**

1. Call to Order - Mayor McLeer
2. Invocation
3. Pledge of Allegiance
4. First Tryon - Presentation to Discuss FY 2022 Projects
5. New Business
  - a. First Reading, Ordinance 2021-4 Bobby's BBQ Easement
6. Executive Session -
  - a. For the discussion, appointment, compensation, promotion, demotion, discipline, or release of an employee in the Administration Department. Upon returning to open session, council may act on items discussed during Executive Session.
7. Adjourn

**CITY OF FOUNTAIN INN, SOUTH CAROLINA**

**AN ORDINANCE OF THE CITY OF FOUNTAIN INN TO AUTHORIZING AN EASEMENT FOR THE CONSTRUCTION OF A SEWER FORCE MAIN CONCERNING PROPERTY OWNED BY THE CITY ON MAIN STREET, GREENVILLE COUNTY TAX MAP #0325000100700 IN FAVOR OF THE NELSON COMPANY, LLC, , AND OTHER MATTERS RELATED THERETO**

**BASIS FOR THE ORDINANCE:** This ordinance and regulations are adopted pursuant to the authority and powers granted by the Constitution and General Assembly of South Carolina as found in Title 5 of the South Carolina Code of Laws.

**WHEREAS,** The Nelson Company, LLC has requested that the City grant an easement for the construction of a sewer force main on certain real property owned by the City that is described as a 0.567 acre tract (Plat Book 50-L, Page 53) and known as Greenville County Tax Map # 0325000100700; and

**WHEREAS,** the City is not currently using the property, but may have use for it in the future; and

**WHEREAS,** the City believes that it is in the best interests of the taxpayers to grant the requested easement;

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FOUNTAIN INN, SOUTH CAROLINA, as follows:**

**SECTION 1. Easement:** The City Council approves and authorizes the City Administrator so sign, on behalf of the City, an easement for the construction of a sewer force main on certain real property owned by the City that is described as a 0.567 acre tract (Plat Book 50-L, Page 56) and known as Greenville County Tax Map # 0325000100700 in substantially the form shown on the attached easement document.

**SECTION 2. Easement Price:** The Nelson Company, LLC, shall pay the sum of \$\_\_\_\_\_ for the easement.

**SECTION 3.** The Mayor, for and on behalf of the City, is authorized to execute the lease in the name of the City.

**SECTION 4. REPEAL OF CONFLICTING ORDINANCES:** All ordinances, orders, resolutions and parts thereof in conflict herewith are, but only to the extent of such conflict, are hereby **REPEALED** and this Ordinance shall take effect and be in full force from and after its passage and approval.

**SECTION 5.** If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason,

held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance. The CITY COUNCIL hereby declares that it would have passed this ordinance, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional.

SECTION 6. Nothing in this ordinance hereby adopted shall be construed to affect any suit or proceeding pending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or ordinance hereby repealed as stated in Section 3 of this ordinance; nor shall any just or legal right or remedy of any character be lost, impaired or affected by this ordinance.

SECTION 7. The CITY CLERK is hereby ordered and directed to cause this ordinance to be published according to law.

SECTION 8. This ordinance and the rules, regulations, provisions, requirements, orders and matters established and adopted hereby shall take effect and be in full force and effect from and after the date of its final passage and adoption as set forth herein.

SIGNATURE OF MAYOR:

\_\_\_\_\_  
George Patrick McLeer, Jr.

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Sandra H. Woods  
City Clerk

\_\_\_\_\_  
David W. Holmes  
City Attorney

FIRST READING: \_\_\_\_\_

SECOND READING: \_\_\_\_\_

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF GREENVILLE )

**SEWER EASMENT**

1. **KNOW ALL MEN BY THESE PRESENTS:** That:  
The City of Fountain Inn, South Carolina GRANTOR(S)

in consideration of \_\_\_\_\_ **Dollars** paid or to be paid by **The Nelson Company, LLC**, hereinafter called the Grantee, does hereby grant and convey unto the said Grantee a right-of-way in, under and through its tract of land situate in the above State and County which tract is described in that deed recorded in the Office of the Register of Deeds of said State and County, Deed Book **2173** Page **1171** encroaching on its land being that portion of its said land **10** feet wide and running with the northeastern property boundary 95 feet along S.C. Highway 14 (North Main Street), the location of which has been mutually agreed upon between GRANTOR and GRANTEE and is shown on Exhibit A attached hereto and made a part hereof by reference.

2. The right-of-way is to and does convey to the Grantee, its successors and assigns the following: The non-exclusive right and privilege of entering and aforesaid strip of land for the purpose of laying, constructing, maintaining, operating, repairing, replacing and removing a sanitary sewer line in, under and through the right of way and to make such, renewals and replacements of, but not the expansion or enlargement of, the same ("Facilities") from time to time as said Grantee may deem desirable; the right (but not the obligation) at all times to cut away and keep clear of said sanitary sewer pipe line any and all vegetation that might, in the opinion of the Grantee, endanger or injure the sanitary sewer pipe line or interfere its proper operation or maintenance; 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 anytime and from time to time to exercise any or all of same.

3. **Grantor's Reservation of Rights.** Grantor reserves the right to use the Property and Easement Area for all purposes that do not unreasonably interfere with the rights granted herein and that are not inconsistent with the rules and regulations of any applicable federal, state, or local laws, rules, or regulations.

4. **Damages.** Grantee shall be responsible for actual physical damage to: (1) the land within the Property and Easement Area; and (2) the driveway and improvements located on the Property that are not in violation of the terms hereof, provided that such damage must be caused by Grantee in exercising the rights granted herein. Grantee shall restore and level the driveway and surface of the Easement Area to, as nearly as can be reasonably done, the same condition as prior to Grantee's use of the Easement Area.

To have and to hold said rights, privileges, and easements unto Grantee, its affiliates, successors, and assigns. Grantee, its successors and assigns, shall have the right to assign, license, lease, or otherwise transfer, in whole or in part, this Right of Way, or any rights granted herein, to any person or entity, including but not limited to, any affiliated parent or subsidiary entity of Grantee, for the uses and purposes expressly stated herein. This Right of Way shall run with the land and inure to the benefit of and be binding upon Grantor, Grantee and their respective heirs, successors and assigns.

IN WITNESS WHEREOF, the hand and seal of the Grantor(s) herein has hereunto been set this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

Signed, sealed and delivered in the presence of:

**WITNESSES:**

**GRANTOR**

**The City of Fountain Inn, SC**

\_\_\_\_\_  
Witness 1 to Grantor

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

Printed Name: \_\_\_\_\_

\_\_\_\_\_  
Witness 2 to Grantor

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

STATE OF SOUTH CAROLINA     )  
COUNTY OF GREENVILLE     )

**ACKNOWLEDGMENT**

I, the undersigned, a Notary Public, do hereby certify that the duly Authorized Officer of **THE CITY OF FOUNTAIN INN, SC** above named personally appeared before me on this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal, this \_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
(SEAL)

Notary Public for North Carolina

PRINTED NAME: \_\_\_\_\_

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

# EXHIBIT A

