STATE OF SOUTH CAROLINA)
CITY OF WEST COLUMBIA) ANNEXATION AGREEMENT
COUNTY OF LEXINGTON)

WHEREAS, _____ (clearly print name of each property owner as it appears on the deed, hereinafter referred to as "Landowner") is the owner(s) of a parcel(s) of property located at: _____ in the _____ subdivision, near or contiguous to the City of West Columbia, South Carolina (hereinafter referred to as "City"), and having a county Tax Map # _____; and

WHEREAS, City is willing to furnish water and/or sanitary sewer service consistent with its current policies and rate structure, which are subject to change from time to time; and

WHEREAS, City desires to extend its municipal boundaries from time to time and desires to incorporate as many of its water and sewer customers within said boundaries as is feasible and consistent with public interest;

NOW, THEREFORE, in consideration of One and 00/100 Dollar ($1.00), the receipt and sufficiency of which is hereby acknowledged, and in further consideration of the mutual promises contained herein, the parties hereto agree as follows:

1. City will furnish the water and/or sanitary sewer service requested by Landowner for the above referenced parcel if available and upon Landowner's payment of all necessary fees and making any applicable connections.
2. Said services shall be in accordance with the policies and rate structure promulgated by the City's governing authority which are in effect at the time of the execution of this Agreement. The parties acknowledge that said policies and rate structures are subject to change by the City.
3. Landowner agrees to abide by any policies, ordinances and directives or with any changes in the same as may be promulgated in the future by the City affecting said service, and agrees to timely pay such fees and charges as may come due from time to time. Both parties agree that City reserves the right to discontinue service without notice if Landowner fails to make timely payment of such fees and charges or if Landowner is found to be in violation of any of said policies, ordinances or directives.
4. Landowner further agrees that, if said parcel is contiguous to City, Landowner will immediately petition City for annexation of said parcel into City's corporate limits upon completion of annexation documents. If said parcel is not contiguous at the time of execution of this Agreement, Landowner agrees to petition City for annexation of said parcel upon notification that the property is contiguous and annexation documents are prepared.
5. The Landowner shall cooperate fully with the City in all matters related to annexation of the property in question and shall execute all documents required to effectuate such annexation. The Landowner will take no action or make any statements inconsistent with its agreement to cooperate in obtaining annexation when properly requested to do so by the City.
6. If the Landowner fails to petition City for annexation within fifteen (15) days of presentation of documents, City reserves the right to seek legal action. This right is in addition to, and not in lieu of, all other rights that the City may have in law or in equity. The Landowner acknowledges that this Agreement concerns real property and that the City's interests under this Agreement are unique in nature and cannot be fully compensated by an action at law. Therefore, this Agreement is enforceable by action for specific performance.
7. The parties acknowledge that policies and ordinances are subject to change by the City and that:
   - if the property to be annexed is already developed at the time of annexation, then property shall be treated as follows:
     if the property's use is a non-conforming use as defined in the Zoning Ordinance, then the property shall be treated as any other pre-existing non-conforming use under the Zoning Ordinance, ***EXCEPT*** that any non-conformity with respect to the landscaping and/or sign requirements of the Zoning Ordinance must be brought into conformity by the property owner within a period of five (5) years from the date of annexation.
   - if the property is not developed at the time of annexation, then Landowner agrees to abide by all requirements of the Zoning Ordinance immediately upon annexation.

8. If City is required to retain the services of any attorney to enforce this Agreement, then Landowner agrees to reimburse City for its costs and reasonable attorney's fees.

IN WITNESS WHEREOF, the parties have set their hands and seals this ____ day of _____ __, _____

_____ _____
(Witness) (Landowner)

_____ _____
(Witness) (Landowner)

(phone no.) _____

Address of Landowner if different from service address:

_____

_____

Or, IF IN CORPORATE NAME:

_____ BY :_____
(Witness) (Authorized Officer)

ITS: _____
(Office Held)

_____
(Corporate Name)

Phone no.: _____

Address: _____

_____

(IF LANDOWNER IS A CORP. OR OTHER ORGANIZATION, AN AUTHORIZED OFFICER MUST SIGN. RESOLUTION OF AUTHORIZATION MAY BE REQUIRED.)

CITY OF WEST COLUMBIA

By: _____ ATTEST: _____

Its: _____ Adopted Date: 10/16/06