

STATE OF SOUTH CAROLINA )  
TOWN OF LEXINGTON )  
COUNTY OF LEXINGTON )

ANNEXATION AGREEMENT

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 Town of Lexington, South Carolina (hereinafter referred to as "Town"), and having a county Tax Map # \_\_\_\_\_; and

WHEREAS, Town 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, town 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. Town will furnish the water and/or sanitary sewer service requested by Landowner for the above referenced parcel.
2. Said services shall be in accordance with the policies and rate structure promulgated by the Town'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 Town.
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 Town affecting said service, and agrees to timely pay such fees and charges as may come due from time to time. Both parties agree that Town 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 Town, Landowner will immediately petition Town for annexation of said parcel into Town'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 Town for annexation of said parcel upon notification that the property is contiguous and annexation documents are prepared. If Landowner fails to petition Town for annexation within fifteen (15) days of presentation of documents, Town reserves the right to seek legal action. This right is in addition to, and not in lieu of, all rights that the Town may have in law or in equity.
5. Landowner agrees to abide by Town Zoning, Landscaping and Sign Ordinances in place at the time of annexation. The parties acknowledge that policies and ordinances are subject to change by the Town.
  - If the property to be annexed is developed at the time of the execution of the Agreement, then property shall be treated as follows:
    - a) If non-conforming as defined in the Zoning Ordinance, then the property shall be treated as any other pre-existing non-conforming use under the Zoning Ordinance.
    - b) If non-conforming as defined in the Landscape and/or Sign Ordinance, the Landowner shall be allowed a period of ten (10) years from the date of annexation to bring the property into conformity.
  - If the property is not developed at the time of execution of this Agreement, then Landowner agrees to abide by Town Zoning, Landscaping and Sign Ordinances immediately upon annexation.

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

IN WITNESS WHEREOF, the parties have set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
(Landowner)

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
(Landowner)

(phone no.) \_\_\_\_\_

Address of Landowner if different from the service address:

\_\_\_\_\_

\_\_\_\_\_

**Or, IF IN CORPORATE NAME:**

\_\_\_\_\_  
(Witness)

BY : \_\_\_\_\_  
(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.)

**TOWN OF LEXINGTON**

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

ATTEST: \_\_\_\_\_

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