

INTERGOVERNMENTAL EASEMENT AGREEMENT

This Intergovernmental Easement Agreement (the "Agreement") is made and entered into as of the ___ day of _____, 20 (the "Effective Date"), by and between **Berkeley County, South Carolina**, a political subdivision of the State of South Carolina ("County"), and the **Town of Moncks Corner, South Carolina**, a municipal corporation of the State of South Carolina ("Town"). The County and the Town may be referred to individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, the County is the owner of certain real property located in Berkeley County, South Carolina, identified by Berkeley County Tax Map System Number **142-06-04-030** (the "County Property"); and

WHEREAS, the Town is the owner of certain real property located in Berkeley County, South Carolina, identified by Berkeley County Tax Map System Number **142-06-04-029** (the "Town Property"); and

WHEREAS, the County Property and the Town Property are adjacent or in close proximity, and the Town desires to obtain an easement over a portion of the County Property for access and parking-related improvements associated with **Dr. William Lacey Memorial Park**; and

WHEREAS, the area to be subject to the easement is depicted and described on a survey entitled "**Access Easement Area, Dr. William Lacey Memorial Park**", which shows the **Proposed Access Easement Area** (the "Easement Area"); and

WHEREAS, the County is willing to grant to the Town a non-exclusive easement over the Easement Area, subject to the terms and conditions set forth herein, for the public purpose of improving access to and parking for Dr. William Lacey Memorial Park; and

WHEREAS, this Agreement is entered into pursuant to the authority granted to counties and municipalities under South Carolina law, including the Home Rule Act and applicable intergovernmental cooperation statutes.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. GRANT OF EASEMENT

1.1 **Easement Granted.** The County hereby grants and conveys to the Town, its successors and assigns, a perpetual, non-exclusive easement over, across, and upon the Easement Area, as shown on the survey entitled "*Access Easement Area, Dr. William Lacey Memorial Park,*" for the purposes described in this Agreement (the "Easement").

1.2 **Description of Easement Area.** The Easement Area shall consist of the area labeled "Proposed Access Easement Area" on the referenced survey, which survey is incorporated herein by reference as if fully set forth.

2. PURPOSE AND USE OF EASEMENT

2.1 **Permitted Use.** The Easement is granted for the purpose of allowing access to the Town Property and Dr. William Lacey Memorial Park, including, but not limited to, the construction, installation, use, operation, maintenance, repair, and replacement of access drives, parking areas, parking improvements, and related appurtenances within the Easement Area (collectively, the "Improvements").

2.2 **Public Use.** The Parties acknowledge that the Easement and Improvements serve a public purpose and are intended for public use in connection with municipal and county recreational facilities.

2.3 **Non-Exclusive Use.** The Easement is non-exclusive, and the County reserves the right to use the Easement Area in any manner that does not materially interfere with the Town's rights under this Agreement.

3. CONSTRUCTION AND MAINTENANCE

3.1 **Construction of Improvements.** The Town shall be responsible, at its sole cost and expense, for the design, permitting, and construction of any Improvements within the Easement Area.

3.2 Maintenance and Repair. The Town shall be responsible for the ongoing maintenance, repair, and upkeep of the Improvements within the Easement Area, so as to keep the Easement Area in a safe and reasonably clean condition.

3.3 Compliance with Laws. All construction and maintenance activities undertaken by the Town within the Easement Area shall comply with all applicable federal, state, and local laws, regulations, and ordinances.

4. NO TRANSFER OF OWNERSHIP

Nothing in this Agreement shall be construed as a conveyance of fee simple title or any ownership interest in the County Property. The County retains full ownership of the County Property, subject only to the Easement granted herein.

5. INDEMNIFICATION AND LIABILITY

5.1 Indemnification. To the extent permitted by South Carolina law and the South Carolina Tort Claims Act, the Town agrees to indemnify and hold harmless the County from and against any claims, damages, losses, or expenses arising out of the Town's use of the Easement Area or the construction, use, or maintenance of the Improvements, except to the extent caused by the gross negligence or willful misconduct of the County.

5.2 No Waiver of Immunities. Nothing in this Agreement shall be construed as a waiver of any immunities, defenses, or limitations of liability available to either Party under the South Carolina Tort Claims Act or other applicable law.

6. TERM AND TERMINATION

6.1 Term. The Easement granted herein shall be perpetual unless otherwise terminated in accordance with this Agreement.

6.2 Termination. The Easement may be terminated by mutual written agreement of the Parties or by operation of law if the Easement Area is no longer used for the purposes stated herein and the Town formally abandons the Easement.

7. RECORDATION

This Agreement may be recorded in the Office of the Register of Deeds for Berkeley County, South Carolina. The Town shall be responsible for any costs associated with recordation.

8. MISCELLANEOUS

8.1 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina.

8.2 Entire Agreement. This Agreement constitutes the entire agreement between the Parties regarding the Easement and supersedes all prior negotiations or understandings, whether written or oral.

8.3 Amendment. This Agreement may be amended only by a written instrument executed by both Parties.

8.4 Severability. If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

8.5 Authority. Each Party represents that it has full authority to enter into this Agreement and to perform its obligations hereunder.

SIGNATURES

IN WITNESS WHEREOF, the Parties have executed this Intergovernmental Easement Agreement as of the Effective Date first written above.

BERKELEY COUNTY, SOUTH CAROLINA

By: _____
Name: _____
Title: _____
Date: _____

TOWN OF MONCK'S CORNER, SOUTH CAROLINA

By: _____
Name: _____
Title: _____
Date: _____

Exhibit A: Survey entitled "Access Easement Area, Dr. William Lacey Memorial Park" showing Proposed Access Easement Area