

Prepared By and Return To:
Lake Bowen
8515 Highway 9
Inman, SC 29349

**LAKE WILLIAM C. BOWEN
LAND ACCESS AGREEMENT**

THIS LAKE WILLIAM C. BOWEN LAND ACCESS AGREEMENT (the "Agreement"), made and entered into this _____ day of _____, 20_____, by and between THE COMMISSIONERS OF PUBLIC WORKS FOR THE CITY OF SPARTANBURG, SC, doing business as SPARTANBURG WATER SYSTEM ("SWS") and _____ (the "Landowner").

W I T N E S S E T H:

WHEREAS, Landowner owns real property adjoining Lake William C. Bowen ("Lake Bowen") as more particularly described on Exhibit A attached hereto (the "Property");

WHEREAS, Lake Bowen and the land surrounding it below the 827-foot contour line (the "Buffer Zone") is owned and managed by SWS;

WHEREAS, SWS maintains Lake Bowen for the primary purpose of providing high-quality drinking water to the residents in the SWS service area; and

WHEREAS, SWS and Landowner wish to set forth their mutual rights and obligations with regard to the Buffer Zone herein.

FOR AND IN CONSIDERATION of the premises and the mutual covenants and agreements herein set forth, and Eleven Dollars (\$11.00), receipt of which is hereby acknowledged, Landowner and SWS covenant and agree as follows:

1. SWS grants to Landowner a revocable license for use of the Buffer Zone for purposes of ingress and egress to Lake Bowen and for non-commercial recreational purposes associated with single-family residential use. Landowner acknowledges that it does not possess or own, and shall not claim at any time, any interest or estate of any kind whatsoever in the Buffer Zone by virtue of this Agreement or Landowner's use hereunder and SWS conveys no interest in the Buffer Zone to Landowner by this Agreement.
2. SWS currently intends to maintain and manage the Lake Bowen reservoir as it has since its construction and to preserve the water resources there for both drinking water and recreational purposes. Even so, because of the possibility of unknown, unforeseen or catastrophic circumstances outside either SWS or the Landowner's control, Landowner understands and acknowledges that SWS is unable to promise, covenant, representation, warrant or guarantee:
 - a. The continued existence and maintenance of Lake Bowen, its dam and other facilities of SWS at Lake Bowen.
 - b. The purity of the water in Lake Bowen or the shoreline of Lake Bowen.
 - c. The maintenance of the water at any particular level in Lake Bowen at any time or during any season.
 - d. The suitability of Lake Bowen for recreational activities.
3. Landowner acknowledges that it is the responsibility of Landowner to establish and mark, should it choose to do so, the location of the 827-foot contour line above sea level on the Property. Landowner acknowledges that the services of a surveyor licensed in the State of South Carolina may be necessary for this purpose and that Landowner will be solely responsible for the surveyor's fees and costs.

4. Prior to beginning any stabilization, planting, landscaping, or construction of any kind within the Buffer Zone ("Improvements"), Landowner must obtain the applicable permit (the "Permit") from SWS in the form of, and in compliance with, the requirements and conditions established by SWS, as the same may be modified from time to time, as well as any federal, state or local agencies having jurisdiction over Lake Bowen. The Permit is required to be kept in force as a condition to maintaining the Improvements within the Buffer Zone. The Permit must be held in the name of the then-current owner of the Property. Violations of the Permit or failure to obtain a necessary Permit may constitute violations of applicable state (a) trespass laws and/or (b) laws prohibiting interference with property or appurtenances belonging to municipal water systems.
5. Landowner agrees not to allow any use of the Lake Bowen property that would violate an applicable federal, state or local law or regulation, including any SWS regulation.
6. Landowner agrees that if SWS is required to take any action to enforce any provision, covenant or agreement contained in this Agreement, then SWS shall be entitled to recover all of its reasonable costs associated with such action, including, but not limited to, attorneys' fees and court costs.
7. Landowner (individually and on behalf of Landowner's family members and guests) waives and releases SWS, and its commissioners, employees and agents, from all existing or future claims of whatever nature arising out of the Landowner's use of or activities within the Buffer Zone and agrees that all uses of the Buffer Zone by Landowner and its family members and guests shall be at Landowner's sole risk and liability.
8. Either party may terminate this Agreement by notifying the other party of its intention to do so in writing. Upon termination, Landowner shall return all Permits, remove all Improvements, and cease all activities in the Buffer Zone. Unless so terminated, this Agreement shall remain in force so long as Landowner owns the Property.
9. Landowner agrees to notify SWS promptly of any sale/transfer of the Property, including the name and address of the transferee. Landowner agrees to use reasonable efforts to inform any transferee of the need to enter into a new Land Access Agreement and obtain new Permits, if applicable, in the transferee's name.
10. This Agreement shall be binding upon the parties hereto and may not be assigned by Landowner.

[signatures follow on next pages]

IN WITNESS WHEREOF, the parties have caused these presents to be duly executed and effective as of _____ day of _____, 20_____.

WITNESS

_____	_____
Primary Witness Signature	Landowner Signature
_____	_____
Primary Witness Print Name	Landowner Print Signature
_____	_____
Secondary Witness Signature	Landowner Signature
_____	_____
Secondary Witness Print Name	Landowner Print Signature

STATE OF SOUTH CAROLINA)
)
 COUNTY OF SPARTANBURG)

PROBATE

PERSONALLY appeared the undersigned witness and made oath that (s)he saw the within named Landowner(s) sign, seal and as his/her act and deed deliver the within written Agreement and that (s)he, with the other witness subscribed above, witnessed the execution thereof. The subscribing witness is not a party to or beneficiary of the transaction.

Sworn to me before this _____

Witness Signature

Day of _____, 20____

Witness Print Name

Notary Signature

Notary Print Name

My Commission Expires: _____

Notary Public for South Carolina

THE COMMISSIONERS OF PUBLIC WORKS OF THE
CITY OF SPARTANBURG, SC

WITNESS

By:

_____ Primary Witness Signature	_____ Chief Executive Officer Signature
_____ Primary Witness Print Name	_____ Sue G. Schneider Chief Executive Officer

Attest:

_____ Secondary Witness Signature	_____ Secretary Signature
_____ Secondary Witness Print Name	_____ Secretary Print Name

STATE OF SOUTH CAROLINA)
)
COUNTY OF SPARTANBURG)

PROBATE

PERSONALLY appeared the undersigned witness and made oath that (s)he saw the within named THE COMMISSIONERS OF PUBLIC WORKS OF THE CITY OF SPARTANBURG, SOUTH CAROLINA, as its act and deed, acting by through its duty authorized officials above named, sign, seal and as its act and deed deliver the within written Agreement and that (s)he, with the other witness subscribed above, witnessed the execution thereof. The subscribing witness is not a party to or beneficiary of the transaction.

Sworn to me before this _____

Day of _____, 20____

Witness Signature

Witness Print Name

Notary Signature

Notary Print Name

My Commission Expires: _____

Notary Public for South Carolina

EXHIBIT A
ADJACENT LANDOWNER PROPERTY DESCRIPTION

BEING the same property conveyed to _____ by deed from
_____ dated _____, and recorded
_____ in the Office of the Register of Deeds for Spartanburg County, South
Carolina in Deed Book _____ Page _____.

TMS: _____