

**THIS DOCUMENT IS MEANT FOR INFORMATIONAL
PURPOSES ONLY.**

ANNOTATION

**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.

This introductory paragraph defines the boundaries and responsibilities of SWS. SWS owns the land surrounding Lake Bowen up to the 827 feet above mean sea level contour. SWS manages Lake Bowen as a drinking-water reservoir, and this area, referred to as the “Buffer Zone”, is intended to protect Lake Bowen from a variety of potential impacts including, but not limited to runoff, which can carry pollutants and sediment. Various pollutants can affect water quality in Lake Bowen. Runoff can also cause erosion of soil and sediments that can reduce the capacity of Lake Bowen as well as carry harmful nutrients into Lake Bowen, which can cause algae blooms.

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.

This paragraph states the SWS gives the Landowner permission to enter SWS property (i.e., the Buffer Zone) in order to get to the water. However, granting this permission to enter SWS property is not guaranteed. This Agreement has restrictions included. If the restrictions and/or conditions of this Agreement are violated, SWS will revoke the permission and the Landowner will no longer have access to Lake Bowen or the Buffer Zone.

This paragraph also states that the Landowner does not have any claim and/or ownership in SWS property (Lake Bowen, the Buffer Zone, etc.).

Because SWS built and owns Lake Bowen, SWS is obligated to operate and maintain it solely for ensuring the drinking water quality for its customers. SWS does not guarantee the long-term existence of Lake Bowen, the height of the water level, the water quality of Lake Bowen, or the suitability of Lake Bowen for recreational activities. With that said, SWS will continue to operate and maintain Lake Bowen so that recreational activities can occur, as long as it is in the best interest of its customers and ratepayers.

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

The Landowner, at its expense, can have the 827 foot contour surveyed and marked to clearly establish the property boundaries of their property and that property which is owned by SWS.

This paragraph outlines the process to be granted permission to make any changes to SWS property, including the Buffer Zone. If the Landowner wants to do any stabilization, planting, vegetation removal, landscaping or construction of any kind, he/she must obtain a Permit from SWS. The Permit will define the changes that can be made and that the Landowner is required to maintain those changes made to SWS property.

The Permit has to be issued to the current owner of the property.

Finally, this paragraph reminds the Landowner that if he/she does not get a Permit to do work on SWS property, it will be considered trespassing.

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

In this paragraph the Landowner promises not to use (or allow any use of) SWS property in a way that violates any laws or regulations.

If SWS has to go to court because Landowner refused to comply with this Agreement, Landowner would reimburse SWS for those costs (including the cost of an attorney).

In exchange for the ability to access the Buffer Zone, Landowner promises that use of the Buffer Zone by Landowner, its family, and its guests is at the sole risk of Landowner.

This means that Landowner will not hold SWS responsible in any way for such use or anything resulting from such use. For example, if a person falls and injures himself or herself, SWS is not responsible or liable for any personal injury.

Either SWS or the Landowner can end this Agreement by notifying the other party of that desire in writing. Either way, the Landowner must return all Permits, and can no longer enter the Buffer Zone or Lake Bowen when this Agreement ends.

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.

If the Landowner sells or transfers the property, he/she must notify SWS and attempt to tell the new owner that they need to apply for new Permits. The Permits do not transfer to the new owner. The new owner must sign a new Lake Access Agreement and obtain the necessary Permits in their name before they can enter SWS property. This is to ensure that the new owner is fully aware of the conditions and restrictions of the use of SWS property.

The Landowner cannot transfer this Agreement to any other party.