

## **ORDINANCE NO. 2026-6**

**AN ORDINANCE FOR THE CITY OF FOREST ACRES, STATE OF SOUTH CAROLINA, APPROVING A SEWER EASEMENT AGREEMENT WITH 5213 TRENHOLM, LLC REGARDING RICHLAND COUNTY TAX MAP NO. R14013-02-24 (5209 N. TRENHOLM ROAD)**

**WHEREAS**, Section 2-102(a)(4) of the Code of Ordinances for the City of Forest Acres provides that City Council action granting licenses or rights in public property shall be done by ordinance; and,

**WHEREAS**, the City owns the real property located at 5209 N. Trenholm Road, Richland County Tax Map No. R14013-02-24, such property being improved with and utilized for the City of Forest Acres City Hall facility (the "City Hall parcel"); and,

**WHEREAS**, 5213 Trenholm, LLC, the owner of adjoining real property located at 5213 N. Trenholm Road, Richland County Tax Map No. R14013-02-06 and R14013-02-20 (the "development parcel"), has requested that the City, in exchange for adequate monetary consideration reflecting fair market value, grant a perpetual sewer line easement, approximately 578 square feet in area, across the City Hall parcel for the benefit of the development parcel, as reflected in the sewer easement instrument attached as Attachment A, for the purpose of connecting to a sewer main line located on the City Hall parcel; and,

**WHEREAS**, the Mayor and City Council find, based upon the nature and location of the proposed easement, as well as language in the easement instrument providing that the owner of the development parcel, its successors and assigns, shall be responsible for the cost of relocating the easement and associated sewer line in the event relocation becomes necessary in order to accommodate additional development or redevelopment of the City Hall parcel, that granting the easement in exchange for appropriate monetary consideration would not be detrimental to the City or the public good and would not impair current or future City use and operations on the City Hall parcel; and,

**WHEREAS**, the Mayor and Council further find that, in light of their determination that granting the proposed easement will not be detrimental to the City or the public good, granting the easement in exchange for appropriate monetary consideration would instead be appropriate and consistent with the City's duty to act as a responsible steward of public property and funds, including this real property located adjacent to vacant commercial property appropriate for redevelopment and in need of the requested easement for utility service; and,

**WHEREAS**, the Mayor and Council further find, based upon consideration of land values in the vicinity of the City Hall parcel, that the monetary consideration recited in the attached easement instrument, to be paid to the City and deposited in its general fund, reflects full, fair, adequate, and reasonably equivalent fair market value for the proposed easement; and,

**WHEREAS**, the Mayor and City Council find and declare that, based upon the above findings, grant of the requested easement in exchange for appropriate monetary consideration is consistent with and in furtherance of the public interest, and is not for the purpose of benefiting any private interest without fair, adequate, and reasonably equivalent consideration.

**NOW, THEREFORE**, pursuant to the power vested in the Council by virtue of Sections 5-7-30 and 5-7-260, South Carolina Code of Laws, 1976, as amended, and Section 2-102 of the City of Forest Acres Code of Ordinances:

**BE IT ORDAINED BY THE CITY COUNCIL**, City of Forest Acres:

**Section 1.** City Council ratifies and approves the findings of fact recited above.

**Section 2.** The requested perpetual sewer easement set forth in the sewer easement agreement attached as Attachment A is approved, subject to the terms and conditions set forth therein.

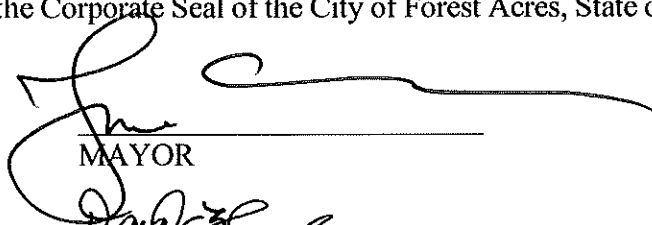
**Section 3.** The City Administrator is authorized to execute the attached sewer easement instrument on behalf of the City and to negotiate and execute such additional instruments as may reasonably be needed in connection with the same. The City Administrator shall not execute the easement instrument until a final easement area diagram has been inserted in place of the proposed easement drawing currently included in the attached instrument. Prior to execution, the City Administrator is also authorized to approve revisions to the easement instrument that do not result in a material deviation of its terms.

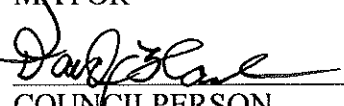
**Section 4.** Should any provision, section, paragraph, sentence or word of this Ordinance be rendered or declared invalid by any final court action in a court of competent jurisdiction or by reason of any preemptive legislation, the remaining provisions, sections, paragraphs, sentences, or words of this Ordinance as hereby adopted shall remain in full force and effect.

**Section 5.** That all ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

Effective date. The effective date of this ordinance shall be immediately upon its passage.

**ORDAINED AND ADOPTED** under the Corporate Seal of the City of Forest Acres, State of South Carolina, this 12th day of May, 2026.

  
\_\_\_\_\_  
MAYOR

  
\_\_\_\_\_  
COUNCILPERSON

  
\_\_\_\_\_  
COUNCILPERSON

\_\_\_\_\_  
COUNCILPERSON

\_\_\_\_\_  
COUNCILPERSON

ATTEST: , City Clerk

Approval of City Attorney as to Form: 

Person Requesting Ordinance: City Council

First Reading: March 10, 2026

Second Reading: April 12, 2026 (as amended)

# **ATTACHMENT A**

**(Sewer Easement Instrument)**

|                         |   |                                              |
|-------------------------|---|----------------------------------------------|
| STATE OF SOUTH CAROLINA | ) | <b>SEWER EASEMENT AGREEMENT</b>              |
|                         | ) |                                              |
| COUNTY OF RICHLAND      | ) | TMS No. R14013-02-24 (Grantor)               |
|                         | ) | TMS No. R14013-02-06, R14013-02-20 (Grantee) |

This SEWER EASEMENT AGREEMENT (the "Agreement") is entered into this \_\_\_\_\_ day of May, 2026, by and between the **City of Forest Acres** ("Grantor") and **5213 Trenholm, LLC, a South Carolina limited liability company** ("Grantee").

WHEREAS, Grantor is the owner of that certain parcel of land shown and depicted as "Parcel A" containing 0.20 acre and "Parcel 3" containing 0.23 acre on a plat prepared for the City of Forest Acres by Rosser W. Baxter, Jr., dated January 29, 2013 and recorded in the Office of the Register of Deeds for Richland County on February 8, 2013 in Record Book 1834 at page 1915, bearing Richland County Tax Map No. R14013-02-24 (the "City Parcel"); and,

WHEREAS, Grantee is the owner of those certain parcels of land shown and depicted as "Parcels A & B" containing 0.345 acres on a plat prepared for Wings Investments, LLC by Inman Land Surveying Company, dated October 10, 2007 and recorded in the Office of the Register of Deeds for Richland County on October 18, 2007 in Record Book 1367 at Page 3219, bearing Richland County Tax Map No. R14013-02-06, and as "Parcel C" containing 0.027 acre on that same plat, bearing Richland County Tax Map No. R14013-02-20 (together, the "Development Parcels");

NOW THEREFORE, KNOW BY THESE PRESENTS, that the undersigned Grantor, for and in consideration of \_\_\_\_\_ and No/100's Dollars (\$ .00), to the Grantor in hand paid at and before the sealing of these presents, by Grantee, and further in consideration of the additional rights and duties set forth in this Agreement, hereby grants to Grantee, its successors and assigns:

A perpetual, non-exclusive commercial easement over the portion of the City Parcel hereinafter described for the installation, construction, maintenance, operation, inspection, repair, replacement and use of a sanitary sewer service line and related underground appurtenances, together with all rights and privileges incident to the use and enjoyment thereof, including rights of ingress and egress, over, across, and upon the City Parcel for such purposes, such easement being for the benefit of the Development Parcels, and the area subject to the easement being more particularly described as follows:

All that parcel or strip of land, being ten (10') feet in width and containing approximately 578 square feet, more or less, shown as the "Sanitary Sewer Easement" on Exhibit A, attached hereto and incorporated here by reference for a

more complete and accurate description, and having such boundaries and measurements as are shown on said Exhibit (the "Easement Area") (Portion of Tax Map No. R14013-02-24).

The easement is granted for the purpose of providing sanitary sewer service to the Development Parcels, and by accepting the easement described herein, and in further consideration of the same, Grantee agrees on behalf of itself, its successors and assigns, to be bound by the additional terms set forth below. Therefore, in consideration of the easement and the mutually binding rights and obligations set forth in this Agreement, Grantor and Grantee agree, on behalf of themselves, their successors and assigns, to the following terms:

- 1.) Grantee shall perform work within the Easement Area as expeditiously as possible and shall, using best efforts, minimize the period(s) of time during which work within the Easement Area disrupts the ability of Grantor, its invitees, and members of the public to use the Easement Area for access, circulation, and parking. At no time shall Grantee disrupt the ability of Grantor, its invitees and members of the public to access or utilize any portion of the City Parcel outside of the Easement Area, or otherwise unreasonably interfere with the conduct of business on the City Parcel. When performing work within the Easement Area, Grantee shall maintain or cause to be maintained customary insurance protecting Grantor from the risks involved.
- 2.) Grantee shall not have the right to install above ground structures or appurtenances within the Easement Area; provided, however, that Grantee shall have the right to install a covered manhole, not interfering with access or circulation on the City Parcel, within the Easement Area.
- 3.) Grantee shall have the right to clear and keep clear all timber, pulpwood, brush, and other above ground obstructions within the Easement Area, but not including asphalt, curbing, or other similar site improvements, and also not including improvements of existing easement holders within the Easement Area, if any. Grantee shall have the right of entry upon Grantor's said lands for all of the purposes aforesaid. Any damage to the property of Grantor (other than to obstructions cleared or removed as hereinbefore provided) caused by the Grantee in the course of installing or repairing said lines shall be borne by Grantee. Grantee shall restore disturbed portions of Grantor's property to the same condition existing prior to commencement of work, reasonable wear and tear excepted.
- 4.) Subject to the right of Grantor to relocate or require relocation of the Easement Area as provided hereinbelow, Grantor agrees that it will not, without the written permission of the Grantee, erect any well, building or structure on, place or store any materials, or containers on, or grade, excavate, fill or flood said Easement Area in any manner which, in the reasonable opinion of the Grantee, may interfere with the exercise of the rights and/or easement herein granted, or any of them, or which may create a hazard. Provided however, that nothing herein shall prohibit Grantor from using the Easement Area for an access drive, vehicular circulation, or vehicular parking, whether in the site configuration existing as of the date of this instrument or as the site may subsequently be reconfigured by Grantor for vehicular access, circulation, or parking.

- 5.) Grantor reserves the right, at its election, to relocate the sewer line and the Easement Area if Grantor determines such relocation is necessary or desirable in connection with future development or improvement of Grantor's property. In such events, Grantor shall provide reasonable advance written notice and designate an alternative location providing comparable utility service, subject to Grantor's sole discretion as to where on Grantor's property the sewer line is to be relocated in order to accommodate development or improvements. In the event that Grantor elects to relocate the sewer line as provided for herein, Grantee shall bear the reasonable costs of relocation. Grantor may require that Grantee deposit the reasonably estimated cost of such relocation work in escrow in advance of the relocation and, upon written demand, Grantee will make such deposit within thirty (30) days. In the event of any such election, Grantor and Grantee, or their successors in title, shall execute an amended easement agreement documenting the location of the relocated Easement Area. Grantor, its successors and assigns, may exercise rights under this provision on more than one occasion, without limitation; provided, however, that Grantee's obligation to bear the costs of relocation shall not exceed two (2) relocations in the aggregate during the term of this easement, with Grantee's fulfillment of each such payment obligation to be documented of record in an amended easement agreement or other jointly executed recorded instrument; any relocation required beyond two (2), as documented in a jointly executed recorded instrument, shall be at Grantor's sole cost and expense.
- 6.) Grantee expressly acknowledges and agrees that its rights under this Agreement are inferior and subordinate to the rights of the holders of existing easements within the Easement Area, if any, including but not limited to any rights within the Easement Area under that certain Cable Communications Easement in favor of Time Warner Entertainment-Advance/Newhouse Partnership d/b/a Time Warner Cable, dated May 1, 2013, and recorded July 8, 2013, in Record Book 1876 at Page 1024. Grantee shall not interfere with the rights, reasonable necessity and convenience of existing easement holders within the Easement Area. Further, Grantee shall not interfere with any existing underground drainage infrastructure or other existing underground utilities or improvements within the Easement Area. Grantee acknowledges that it is solely responsible, prior to execution of this Agreement, for determining whether any existing easements or underground site improvements within the Easement Area will interfere with Grantee's ability to construct and maintain a sanitary sewer service line within the Easement Area, and that Grantor has made no representations or warranties regarding the same.
- 7.) In consideration of the grant of this easement, 5213 Trenholm, LLC and its designated members have executed the Agreement to Defend and Hold Harmless attached as Exhibit B and incorporated here by reference. The terms of the Agreement to Defend will survive any conveyance of either the City Parcel or Development Parcels, but will not run with the title to the City Parcel or Development Parcels and will not create any rights or obligations on the part of any successors in title of either Grantor or Grantee.

This easement and the Grantor and Grantee's rights and duties under this Agreement shall run with the land as to both the City Parcel and the Development Parcels and shall be binding upon



IN WITNESS WHEREOF, Grantee has caused this Sewer Easement Agreement to be executed in its name as of the date written below.

**5213 TRENHOLM, LLC, a South  
Carolina limited liability company**

\_\_\_\_\_  
WITNESS #1

BY: \_\_\_\_\_

Print: \_\_\_\_\_

\_\_\_\_\_  
WITNESS #2

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

STATE OF SOUTH CAROLINA       )  
                                                  )  
COUNTY OF RICHLAND            )

ACKNOWLEDGMENT

I, \_\_\_\_\_, Notary Public for the State of South Carolina, do hereby certify that \_\_\_\_\_, as \_\_\_\_\_ of 5213 Trenholm, LLC, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 2026. Witness my hand and official seal.

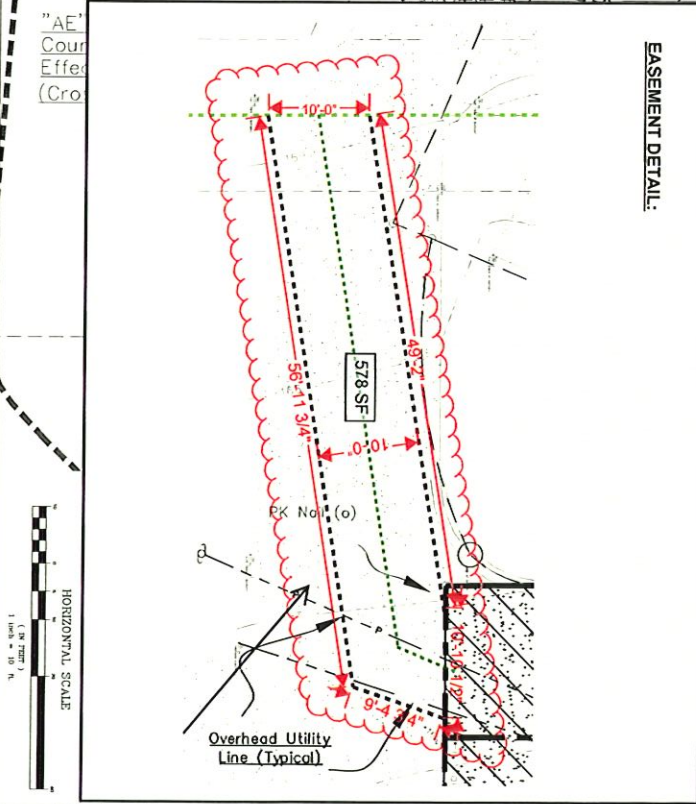
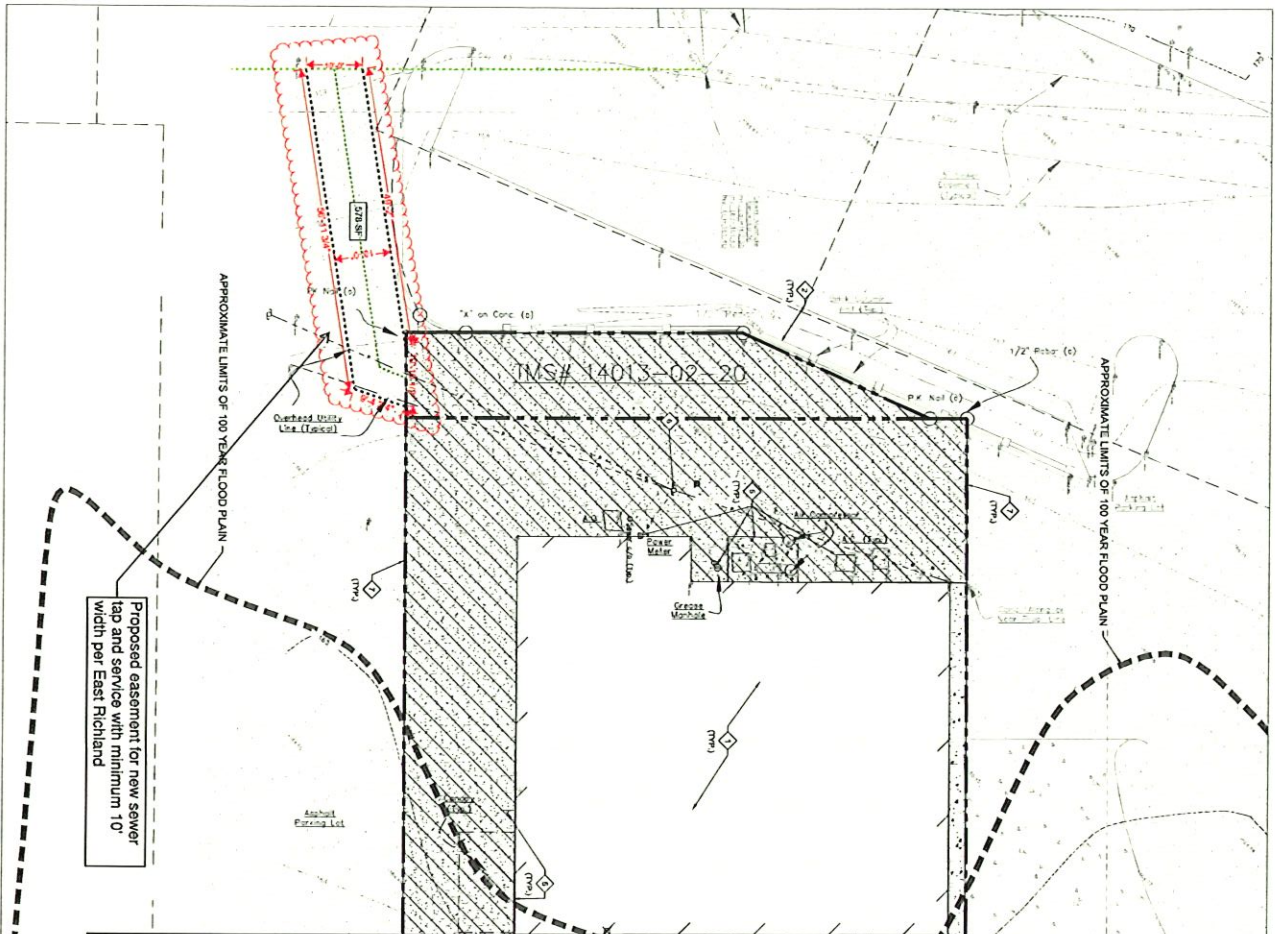
\_\_\_\_\_(L.S.)  
Notary Public, State of South Carolina

\_\_\_\_\_  
Printed Name of Notary Public  
My Commission Expires: \_\_\_\_\_

EXHIBIT A

Easement Diagram

(see attached)



**DEMOLITION NOTES:**

1. SEE SHEET 0001 FOR CIVIL, ABUTMENTS AND GENERAL NOTES.
2. PROJECT ALL EXISTING UTILITIES SCHEDULED TO REMAIN.
3. PROJECT ALL EXISTING PAVEMENT SCHEDULED TO REMAIN. REMOVE ANY PAVEMENT DAMAGED BY CONSTRUCTION ACTIVITIES.
4. REMOVE AND REPAIR TO EXISTING AND REPAIR FROM EXISTING STORM DRAINAGE SYSTEM.

**KEYNOTES** ◆

1. BUILDING HAS BEEN DEMOLISHED BY OTHERS.
2. BUILDING HAS BEEN DEMOLISHED BY OTHERS.
3. BUILDING HAS BEEN DEMOLISHED BY OTHERS.
4. REMOVAL HAS BEEN SCHEDULED PRIOR TO CONSTRUCTION.
5. AIR CONDITIONER, AC UNIT, CONCRETE PADS, ROOFS, LARPS, ELECTRICAL WIRING, BENCH, CANNOPY AND CEILING SHALL HAVE BEEN REMOVED BY OTHERS. BUILDING SHALL BE REMOVED BY OTHERS.
6. OWNERS AND UTILITY OWNERS PRIOR TO DEMOLITION AND REMOVAL.
7. SANITARY AND REMOVAL ADHESIVE PAVEMENT COMPLETE.

**EXISTING SITE/DEMOLITION LEGEND**

WATER LINE W/ VALVE

**MUSC PRIMARY CARE FACILITY**  
5213 TRENHOLM ROAD  
COLUMBIA, SC 29206

**EXISTING CONDITION AND DEMOLITION PLAN**

**ADC ENGINEERING**

THE BERNARD BERNARD, 1017 E 12  
RICHMOND, SC 29202  
803.212.1000  
ADCENGINEERING.COM

2320 Wayne Street  
Columbia, SC 29201  
803.917.7851

**MCKENZIE ARCHITECTURE**

Project Number: 24071  
Date: 08.06.25  
Drawn By: CTH  
Checked By: CWC

**811**  
Call before you dig

C-101

EXHIBIT B

**AGREEMENT TO DEFEND AND HOLD HARMLESS**

This Agreement to Defend and Hold Harmless (the "Agreement to Defend") is entered into simultaneously with and pursuant to the foregoing Sewer Easement Agreement. In further consideration of the grant of the foregoing sanitary sewer easement, **5213 Trenholm, LLC**, its member **Frank W. Cason**, in his individual capacity, and its member **Lee B. Blatt**, in his individual capacity, agree that they shall be jointly and severally responsible to and shall defend, indemnify and hold harmless the City of Forest Acres (the "City"), its officials, officers, agents and employees (the "Protected Parties") from and against any and all claims, actions, damages, expenses (including reasonable attorneys' fees), losses or liabilities, including but not limited to claims for recovery of attorney fees or litigation expenses, incurred by or asserted against any one or more of the Protected Parties to the extent that such claims, actions, damages, expenses, losses, liabilities, fees, costs or penalties arise from or relate to a third-party initiating a legal challenge to the City's approval, authorization, and/or grant of the sanitary sewer easement and Sewer Easement Agreement. The duty to defend the Protected Parties as provided for herein specifically includes an obligation to provide and fund a legal defense for the Protected Parties in the event that any such legal challenge is initiated. The undersigned specifically acknowledge and agree that the grant of the foregoing easement is adequate consideration for this Agreement to Defend.

If any provision or provisions of this Agreement to Defend shall be held to be invalid, illegal, or unenforceable for any reason whatsoever, the validity, legality, and enforceability of the remaining provisions of the Agreement to Defend that are not themselves invalid, illegal, or unenforceable, shall not in any way be affected. If any provision or clause of this Agreement to Defend or the application thereof to any person or circumstance is determined by a court of competent jurisdiction to be invalid, void, or unenforceable, such provisions or clause shall be amended by such court to conform to applicable laws so as to be valid and enforceable.

The terms of this Agreement to Defend shall survive any conveyance of either the City Parcel or Development Parcels (as defined in the Sewer Easement Agreement) and will continue to bind the undersigned, but will not run with the title to such properties and will not create any rights or obligations on the part of any successors in title, whether of the City or of 5213 Trenholm, LLC.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to Defend to be executed in their names as of the date(s) written below, and agree to be so bound.

**5213 Trenholm, LLC**

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

Print: \_\_\_\_\_

It's: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
**Frank W. Cason**, in his individual capacity

Date: \_\_\_\_\_

\_\_\_\_\_  
**Lee B. Blatt**, in his individual capacity

Date: \_\_\_\_\_