

Medical University Hospital Authority (MUHA)
Medical University of South Carolina (MUSC)
Board of Trustees
Joint Special-Called Meeting
June 25, 2021 | 9:00 a.m.

Palmetto Club Ballroom
1231 Sumter Street, Columbia, South Carolina

- Item 1. Call to Order Dr. James Lemon
Chairman
- Item 2. Roll Call and Date of Next Meeting Mark Sweatman
Board Secretary
- Item 3. Executive Session Dr. James Lemon
Chairman

Upon proper motion and vote, the Board may convene a closed session pursuant to SC Code Ann. §30-4-70. Although the Board will not vote on any items discussed in closed session, the Board may return to public session to vote on items discussed.

MUSC AND MUHA INFORMATION AGENDA

- Item 4. MUSC FY2022 Budget Patrick Wamsley
Chief Financial Officer, MUSC
- Item 5. MUSC Health FY2022 Budget Lisa Goodlett
Chief Financial Officer, MUSC Health

MUSC APPROVAL AGENDA

- Item 6. Changes to College of Dental Medicine Tuition and Fees for FY2022..... Dr. Lisa Saladin
Executive Vice President for Academic Affairs and Provost
- Item 7. Changes to College of Nursing Tuition and Fees for FY2022..... Dr. Lisa Saladin
Executive Vice President for Academic Affairs and Provost

MUHA APPROVAL AGENDA

- Item 8. MUHA Facilities Lease Brad Taylor
Chief Facilities Officer

- Item 9. Nexton Dominion Energy Easement Brad Taylor
Chief Facilities Officer
- Item 10. Lake City Heath Family Sewer System Easement Brad Taylor
Chief Facilities Officer
- Item 11. Lake City Lift Station and Water Tower Easement Brad Taylor
Chief Facilities Officer
- Item 12. Authorizing Resolutions Dr. Patrick Cawley
CEO, MUSC Health and Vice President for Health Affairs

Dr. Patrick Cawley, CEO, MUSC Health, will present proposed resolutions authorizing MUHA to enter into such agreements or other documents related to the purchase of property and expansion of services and financing thereof; authorizing MUHA to petition the State Fiscal Accountability Authority to approve debt associated with the project; authorizing MUHA to obtain a commitment for US Department of Housing and Urban Development (HUD) Section 242/223(f) Mortgage Insurance to secure the financing of the project; and, to take any necessary action in connection with such purchase.

MUSC CONSENT AGENDA FOR APPROVAL

- Item 13. FY2021 Performance and FY2022 Strategic Goals Plan Dr. David Cole
President

Approval is requested for a FY2021 performance and FY2022 strategic goals plan for senior leadership based on achievement of enterprise goals aligned with strategic priorities and metrics set by the President and reviewed by the Board.

NEW BUSINESS FOR THE BOARD OF TRUSTEES

- Item 14. New Business for the Board of Trustees Dr. James Lemon
Chairman

Medical University of South Carolina Overview of Proposed Schedule of Academic Charges for FY 2022
Item 6. Changes to College of Dental Medicine Tuition and Fees for FY2022
College of Dental Medicine
• 10% tuition increase for Out-of-State Periodontics, MSD and Orthodontics, MSD
Item 7. Changes to College of Nursing Tuition and Fees for FY2022
College of Nursing
• 15% tuition increase in Out-of-State Undergraduate BSN

**FACILITIES
HOSPITAL AUTHORITY - CHARLESTON
NEW LEASE FOR APPROVAL
June 25, 2021**

DESCRIPTION OF LEASE: This lease is for approximately 9,500 square feet of clinical space located at 1122 Chuck Dawley Blvd. Suite 100 in Charleston. The purpose of this lease is to provide space for the Medical University Hospital Authority for use by MUSC Health and Wellness ICCE to deliver evidence-based and innovative health, wellness & human performance products, and programs & services. The population is existing MUSC patients and the community with focus on exercise, nutrition and inner health. The cost per square foot is \$42.95. Included in the cost per square foot is \$26.95 for base rent and an additional \$16.00 estimated for common area maintenance (CAM). The monthly rental payment shall be \$34,002.08 (rounded), resulting in an annual lease amount of \$408,025.00.

Base rent shall increase annually 2%; operating expenses shall increase annually based on actual costs with an estimated cap of 6%. Landlord is providing \$237,500.00 in lease incentives for renovations.

NEW LEASE AGREEMENT X
RENEWAL LEASE AGREEMENT

LANDLORD: Chuck Dawley Medical Properties, LLC

LANDLORD CONTACT: Brian Burks, MBRE Healthcare. SVP

TENANT NAME AND CONTACT: Medical University Hospital Authority for use by MUSC Health & Wellness ICCE, Cokeitha Gaddist, Director of Health, Wellness & Human Performance ICCE

SOURCE OF FUNDS: General Operating Funds

LEASE TERMS:

TERM: Ten (10) years: [1/1/2022 – 12/31/2031]

AMOUNT PER SQUARE FOOT: \$42.95

TOTAL ANNUALIZED LEASE AMOUNT:

Year 1	\$408,025.00	Year 6	\$486,082.58
Year 2	\$422,265.50	Year 7	\$503,940.64
Year 3	\$437,155.61	Year 8	\$522,644.05
Year 4	\$452,730.21	Year 9	\$542,239.00
Year 5	\$469,026.19	Year 10	\$562,774.38

TOTAL AMOUNT OF INITIAL LEASE TERM: \$4,806,883.15

EXTENDED TERM(S): Two (2) terms, five (5) years each

TOTAL AMOUNT INCLUDING EXTENDED TERM(S): \$11,812,143.97

OPERATING COSTS:

FULL SERVICE
NNN X

**FACILITIES
HOSPITAL AUTHORITY - CHARLESTON
EASEMENT
FOR APPROVAL**

JUNE 25, 2021

DESCRIPTION OF EASEMENT: Nexton Dominion Energy Easement

REQUESTOR: Dominion Energy

REQUESTOR CONTACT: Clark Hooper, Right of Way Agent, Contractor for Dominion Energy

LOCATION: TMS 195-00-00-127 Nexton Parkway

DESCRIPTION: Utility Easement for the purpose of laying, constructing, maintaining, operating, repairing, altering, replacing and removing pipe lines, together with valves, tie-overs and appurtenant facilities, for the transportation of gas, oil petroleum products. This is for a 15' easement with SCE&G/Dominion parallel to Nexton Parkway for a high-pressure gas main that is needed to serve this area of Berkeley County.

JUSTIFICATION: Support the development of the Nexton, Cane Bay and surrounding areas in Berkeley County, South Carolina.

Easement # 901087

INDENTURE, made this _____ day of _____, 2021 by and between **MEDICAL UNIVERSITY HOSPITAL AUTHORITY** of the County of **Berkeley** and State of South Carolina, hereinafter called "Grantor" (whether singular or plural), and the **DOMINION ENERGY SOUTH CAROLINA, INC.**, a South Carolina corporation, having its principal office in Cayce, South Carolina, hereinafter called "Grantee".

WHEREAS, the Easement set forth in this Indenture is intended for the benefit of Grantor and its use and operations on the Property.

WITNESSETH:

That, in consideration of the sum of One Dollar (\$1.00) received from Grantee, Grantor hereby grants and conveys to Grantee, a right of way of the width of **FIFTEEN (15)** feet for the purpose of laying, constructing, maintaining, operating, repairing, altering, replacing and removing pipe lines, together with valves, tie-overs and appurtenant facilities, for the transportation of gas, oil petroleum products, Grantee to have the right of ingress and egress upon, over, through and across the lands of Grantor situate in the County of **Berkeley**, State of South Carolina described as follows: Being a tract of land containing **40.07 acres**, more or less, and being the same lands conveyed to Grantor by deed of **NASH-NEXTON HOLDINGS, LLC**, dated and recorded **10/16/2018**, and filed in the Register of Deeds office for **Berkeley** County in Deed Book **2869** at Page **471 ("Property")** and within the Easement Area (as defined below) on the Property in accordance with Exhibit A.

The Easement granted is shown as the "New 15' SCE&G Easement" on a subdivision plat prepared by GPA, Inc., dated August 15, 2018 and recorded in Plat Cabinet T at Page 24a attached hereto as "Exhibit A" and made a part hereof. The acreage for the easement area ("Easement Area") is 0.68 ± acres.

TMS: 195-00-00-127

NEXTON PARKWAY

Together with the right from time to time to redesign, rebuild or alter said pipe lines and to install such reasonable additional pipe lines, apparatus and equipment as Grantee may at any time deem necessary or desirable and the right to remove any pipe line or any part thereof, all within the above described right of way.

Together also with the right from time to time to remove or clear and keep clear such trees, underbrush, structures and other obstructions, upon said right of way, and the right of entry upon Grantor's said lands for all of the purposes aforesaid.

Provided, however, any damage to the property of Grantor (other than to property cleared or removed as hereinbefore provided) caused by Grantee in the course of constructing, rebuilding or repairing said pipe lines shall be borne by Grantee.

Grantor agrees to maintain minimum ground coverage of Twenty-Four (24) inches over all underground pipe lines.

Reserving, however, to Grantor the right to use the ground within the limits of said right of way, provided that such use shall not interfere with or obstruct the rights herein granted, and provided further that no building or other structure shall be erected by Grantor within the width of said right of way.

Grantee further agrees that this easement is being granted for Grantee's use only. Grantee further agrees that this easement shall not be transferred or assigned without the prior approval of the STATE.

Grantee further agrees and covenants that Grantee shall indemnify and hold harmless the Grantor from and against any and all liabilities, claims, causes of action and expenses including, but not limited to, reasonable costs and attorney fees, resulting from bodily injury or death to any person or persons or damage to any property at any time that arises from or is incident to the construction, operation, maintenance, or use of the Easement granted herein.

This Easement may be terminated by Grantor, upon thirty (30) days prior written notice to Grantee, and such interests as Grantee may have shall revert to Grantor if Grantor in its sole discretion determines that Grantee, its successors or assigns: (1) has quit and abandoned all use of such pipe lines; or (2) continues an uncorrected violation or breach of any of the terms and conditions herein.

Unless earlier terminated, this Easement shall continue in force only for a period of fifty (50) years from the date of this Easement, at which time it shall cease.

It is further understood and agreed that this Easement is not to be construed as an easement granted to the exclusion of Grantor or to others later granted a similar right. This Easement is subject to all easements, permits, restrictions and covenants of record, or of plats of record, or which may be revealed upon inspection of the Property.

Easement # 901087

Reservation of Rights: Grantor reserves for itself, the right at all times for any purpose to install sidewalks, grass, sod, general landscaping, vegetation, curbing, gutter, asphalt, signage and concrete for site improvements related to ingress egress at access points, to cross, recross, and maintain the Easement Area so long as said crossing and maintenance do not unreasonably interfere with the rights of Grantee. 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, containers or vehicles on, or grade, plant any vegetation, excavate, fill or flood said right of way in any manner which, in the opinion of Grantee, may interfere with the exercise of the rights and/or easement herein granted, or any of them, or which may create a hazard. Notwithstanding the foregoing, any use of the Easement Area by Grantor (other than ingress/egress) or third parties shall be subject to review and approval (which shall not be unreasonably withheld) through Grantee's standard encroachment procedures for compliance with all applicable safety regulations and policies. The word "Grantor" shall include its heirs, executors, administrators, successors and assigns, as the case may be.

Easement # 901087

IN WITNESS WHEREOF, Grantor has caused this indenture to be duly executed the day and year first above written.

Grantor:

MEDICAL UNIVERSITY HOSPITAL AUTHORITY

1st Witness

By: _____

Print: _____

2nd Witness

Title:

ACKNOWLEDGMENT

STATE OF SOUTH CAROLINA)
)
COUNTY OF BERKELEY)

The foregoing instrument was acknowledged before me, the undersigned Notary, and I do hereby certify that the within named _____, _____ of **MEDICAL UNIVERSITY HOSPITAL AUTHORITY**, personally appeared before me this day and that the above named acknowledged the due execution of the foregoing instrument.

Sworn to before me this _____ day of _____, 2021.

Signature of Notary Public State of SC

My commission expires: _____

Print Name of Notary Public

Easement # 901087

IN WITNESS WHEREOF, Grantor has caused this indenture to be duly executed the day and year first above written.

Grantee:
DOMINION ENERGY SOUTH CAROLINA, INC.

1st Witness

By: _____

Print: _____

2nd Witness

Title: _____

ACKNOWLEDGMENT

STATE OF SOUTH CAROLINA)
)
COUNTY OF _____)

The foregoing instrument was acknowledged before me, the undersigned Notary, and I do hereby certify that the within named **DOMINION ENERGY SOUTH CAROLINA, INC.**, by the hand of _____, sign, seal, and as its act and deed deliver the within easement for the uses and purposes therein mentioned, and that (s)he with the other subscribing witness, witnessed the due execution thereof.

Sworn to before me this _____ day of _____, 2021.

Signature of Notary Public State of SC

My commission expires: _____

Print Name of Notary Public

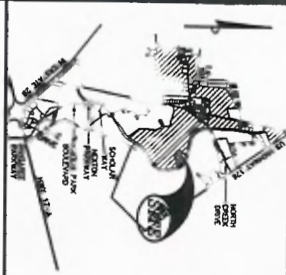
RIGHT OF WAY GRANT TO DOMINION ENERGY SOUTH CAROLINA, INC.

Line: Nexton HP Feeder Easements

County: **Berkeley**R/W File Number: **20785**

Grantor(s): **MEDICAL UNIVERSITY HOSPITAL AUTHORITY**

Return to: Dominion Energy South Carolina
Right-of-Way
2392 West Aviation Avenue MC: CH-29
North Charleston, SC 29406



VICINITY MAP (NTS)

NOTES:

- 1) AREA WAS DETERMINED BY THE COORDINATE METHOD.
- 2) ANYTHING SHOWN OUTSIDE THE DOTTED BOUNDARY IS FOR DESCRIPTIVE PURPOSES ONLY.
- 3) THE PUBLIC RECORDS REFERENCED ON THIS PLAT ARE ONLY USED FOR REFERENCE. THE SURVEYOR HAS CONDUCTED A FIELD SEARCH OF THE PUBLIC RECORDS AND HAS DETERMINED THAT THE RECORDS ARE CORRECT AND DO NOT CONSTITUTE A TITLE SEARCH.
- 4) DISTANCE SHOWN HEREON ARE HORIZONTAL GROUND DISTANCES.
- 5) NO SURVEYING OR ENVIRONMENTAL INVESTIGATION OR SERVICES WERE CONDUCTED TO DETERMINE THE EXISTENCE OR NON-EXISTENCE OF CONTAMINATION OR OTHER CONDITIONS WHICH MAY AFFECT THIS PROPERTY.
- 6) 2000 COUNCIL STATE PLANE COORDINATES ARE BASED ON NAD 83.
- 7) THIS NUMBER: 105-00-00-046 BERKELEY COUNTY.
- 8) WATER AND SEWER TO BE PROVIDED BY BERKELEY COUNTY WATER & SANITATION.
- 9) PROPERTY SHOWN HEREON IS ZONED PD-41 (PLANNED DEVELOPMENT) - LINED USED, AND IS SUBJECT TO THE 2004, N. BOOK 2004, PAGE 1, IN THE OFFICE OF THE REGISTER OF DEEDS FOR BERKELEY COUNTY, SOUTH CAROLINA.
- 10) RESTRICTIONS ON THE PROPERTY ARE CONTAINED WITHIN THE 2004, N. BOOK 2004, PAGE 1, IN THE OFFICE OF THE REGISTER OF DEEDS FOR BERKELEY COUNTY, SOUTH CAROLINA.
- 11) THIS PROPERTY IS DESIGNATED AS COMMERCIAL DEVELOPMENT AS SHOWN ON THE 2004, N. BOOK 2004, PAGE 1, IN THE OFFICE OF THE REGISTER OF DEEDS FOR BERKELEY COUNTY, SOUTH CAROLINA.
- 12) IF AREAS WHERE MORE THAN ONE EASEMENT IS OCCUPYING THE SAME SPACE, THE CHAIN OF EASEMENTS SHALL HAVE PRECEDENCE.
- 13) THE SURVEYOR HAS CONDUCTED A FIELD SEARCH OF THE PUBLIC RECORDS AND HAS DETERMINED THAT THE RECORDS ARE CORRECT AND DO NOT CONSTITUTE A TITLE SEARCH.
- 14) OWNER/DEVELOPER IS: NASH - NEXTON HOLDINGS, LLC, 105-00-00-046 BERKELEY COUNTY, SOUTH CAROLINA.

INSET: SCALE: 1"=30'

NOTE: SEE SHEET 1 OF 2 FOR REFERENCES.

LINE	BEARING	DISTANCE
1	N 23°27'58" W	30.56'
2	N 51°28'39" W	51.15'
3	N 58°21'04" W	41.71'
4	N 09°53'37" E	92.74'
5	N 09°53'37" W	38.41'
6	N 80°06'23" W	18.00'
7	N 09°53'37" E	38.41'
8	N 09°53'37" E	38.41'

LINE	BEARING	DISTANCE
1	N 23°27'58" W	30.56'
2	N 51°28'39" W	51.15'
3	N 58°21'04" W	41.71'
4	N 09°53'37" E	92.74'
5	N 09°53'37" W	38.41'
6	N 80°06'23" W	18.00'
7	N 09°53'37" E	38.41'
8	N 09°53'37" E	38.41'

RMC AND PLANNING USE ONLY

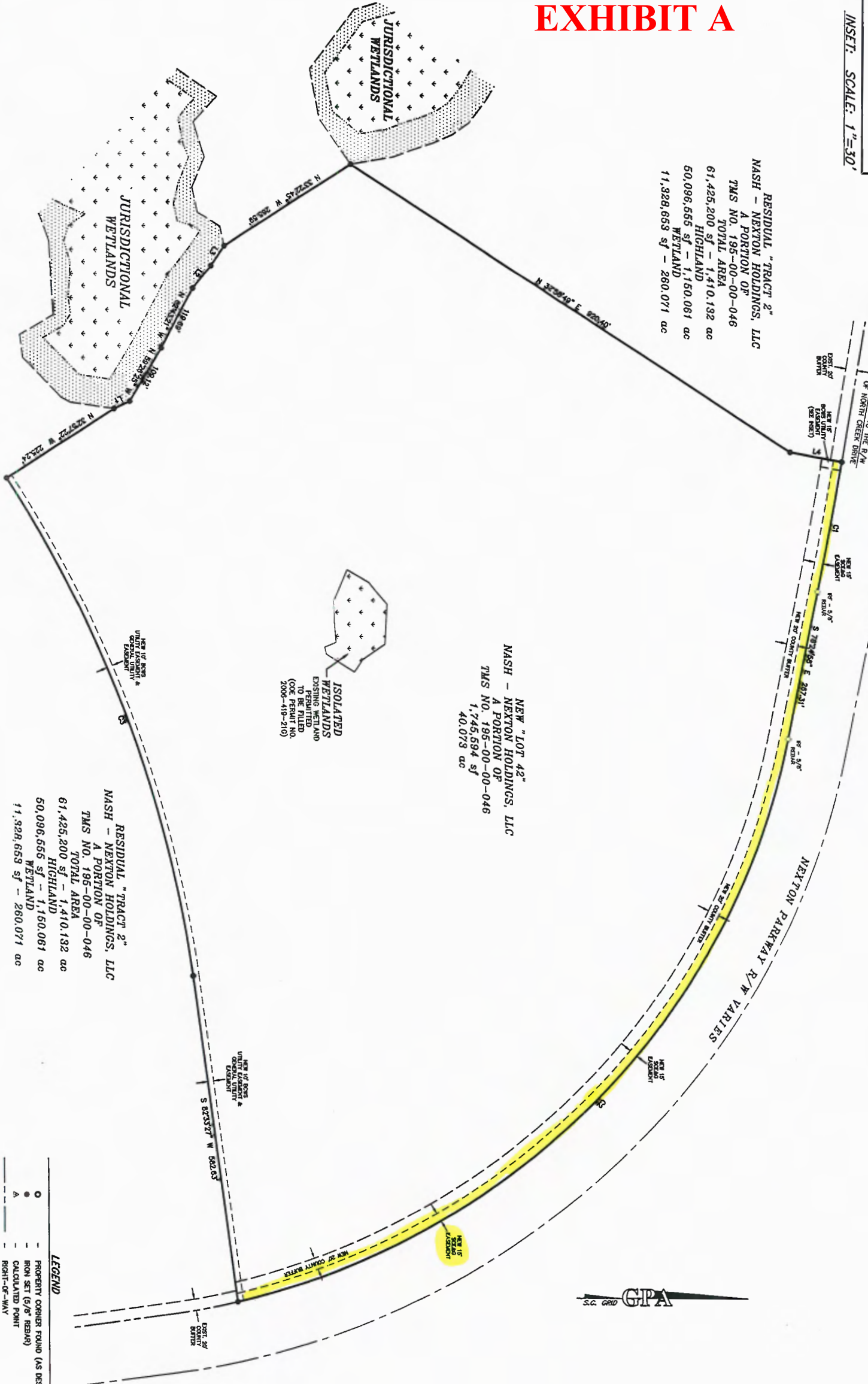
2018035507
BK: PLAT CABT
PRESENTED & RECORDED:
10-15-2018 09:28:48 AM
CYNTHIA B FORTE
REGISTER OF DEEDS
BERKELEY COUNTY, SC



EXHIBIT A

RESIDUAL "TRACT 2"
NASH - NEXTON HOLDINGS, LLC
TMS NO. 195-00-00-046
TOTAL AREA
61,425,200 sf - 1,410.132 ac
HIGHLAND
60,096,656 sf - 1,160.061 ac
WETLAND
11,328,653 sf - 260.071 ac

NEW "LOT 42"
NASH - NEXTON HOLDINGS, LLC
A PORTION OF
TMS NO. 195-00-00-046
1,745,594 sf
40.073 ac



RESIDUAL "TRACT 2"
NASH - NEXTON HOLDINGS, LLC
A PORTION OF
TMS NO. 195-00-00-046
TOTAL AREA
61,425,200 sf - 1,410.132 ac
HIGHLAND
60,096,656 sf - 1,160.061 ac
WETLAND
11,328,653 sf - 260.071 ac

LEGEND

- PROPERTY CORNER FOUND (AS DESCRIBED)
- IRON SET (G/R REBAR)
- CALCULATED POINT
- RIGHT-OF-WAY
- EASEMENT (AS DESCRIBED)
- BUFFER LINE
- WETLAND LINE
- WETLAND BUFFER LINE
- WETLAND
- WETLAND BUFFER

NEW "LOT 42" OF NEXTON
SHOWING THE SUBDIVISION OF TRACT 2 TO CREATE
NEW "LOT 42" AND NEW 15' BCWS UTILITY EASEMENT
A PORTION OF TRACT 2, TMS NO. 195-00-00-046
OWNED BY NASH - NEXTON HOLDINGS, LLC
LOCATED IN BERKELEY COUNTY, SOUTH CAROLINA

SUBDIVISION PLAT

PREPARED FOR
NASH - NEXTON
HOLDINGS, LLC

SCALE
1"=100'
FLR. BK. PG.
JOB NO.
108220
DATE
08/15/2018
DRAWN BY
MCM
CHECKED BY
RLO

SHEET
2
OF
2

DEDICATION STATEMENT

BY THE RECORDING OF THIS PLAT, I HEREBY DEDICATE THE BWS
UTILITY EASEMENT SHOWN HEREON TO BERKELEY COUNTY WATER
AND SANITATION.

NASH - NEXTON HOLDINGS, LLC
105-00-00-046 BERKELEY COUNTY, SOUTH CAROLINA
BY: HERMAN REAL ESTATE GROUP, LLC
ITS AGENT

J. HERMAN, ASSISTANT VICE PRESIDENT
DATE: 10/15/18

I, JOHNATHAN F. BURNS, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF
SOUTH CAROLINA, HEREBY STATE THAT TO THE BEST OF MY KNOWLEDGE,
INFORMATION AND BELIEF, THE SURVEY HEREON WAS MADE IN ACCORDANCE
WITH THE REQUIREMENTS OF THE SOUTH CAROLINA SURVEYING ACT AND THE
REQUIREMENTS FOR A CLASS A SURVEY AS SPECIFIED THEREIN. ALSO, THERE
ARE NO VISIBLE ENCROACHMENTS OR PROJECTIONS OTHER THAN SHOWN.
THIS SURVEY IS NOT VALID UNLESS EXPRESSED WITH AN ORIGINAL SURVEYOR'S
SEAL. THIS SURVEY HAS BEEN DONE WITHOUT THE BENEFIT OF REVIEWING A
CURRENT TITLE SEARCH.

WITNESS MY ORIGINAL SIGNATURE, LICENSE NUMBER AND SEAL THIS 17TH DAY
OF SEPTEMBER, 2018.

JOHNATHAN F. BURNS, PLS-22742



**FACILITIES
HOSPITAL AUTHORITY – LAKE CITY
EASEMENT
FOR APPROVAL**

JUNE 25, 2021

DESCRIPTION OF EASEMENT: Lake City Heath Family Sewer System Easement

REQUESTOR: Medical University Hospital Authority

REQUESTOR CONTACT: Heather Mallard, Director of Strategic Transactions

LOCATION: TMS 45-194-004 Williamsburg County Highway (US-52)

DESCRIPTION: MUHA intends to construct or cause to be constructed on the MUHA Parcel certain pipes, lines, systems, facilities and related equipment for the delivery of sanitary sewer from the MUHA Project and from the Heath Sewer System to the publicly owned sewer line on US Highway 52.

JUSTIFICATION: To support the Hospital Project, as well as the anticipated needs of the community.

[SPACE ABOVE RESERVED FOR RECORDING OFFICE]

STATE OF SOUTH CAROLINA)
) EASEMENT AGREEMENT
COUNTY OF WILLIAMSBURG)

THIS EASEMENT AGREEMENT (this “**Agreement**”) is made and entered into as of the _____ day of _____, 2021 (the “**Effective Date**”) by and between Stewart William Heath III, Irving McWhite Heath and Maria Heath Hackney (collectively, and together with their successors and assigns, including successors in title, the “**Heath Family**”) and the Medical University Hospital Authority, an agency of the State of South Carolina (together with its successors and assigns, including successors in title, “**MUHA**”).

WITNESSETH:

WHEREAS, Heath Family is the owner of the following parcels of land, each as shown and labeled on that certain plat entitled “PLAT SHOWING SUBDIVISION TAX MAP 45-194-004 (170.420 ACRES) INTO NEW PARCEL 1 (39.990 ACRES), NEW PARCEL II (6.902 ACRES), NEW PARCEL III (14.982 ACRES), & NEW PARCEL IV (108.546 ACRES) WILLIAMSBURG COUNTY HIGHWAY (US-52) WILLIAMSBURG COUNTY SOUTH CAROLINA” by Lewis Smith Moore, RLS, dated September 15, 2020 and last revised September 28, 2020 and recorded in Plat Book S-1293, page 5, Williamsburg County ROD Office (the “**Plat**”):

- (a) “NEW PARCEL II, 6.902 ACRES” (“**Heath Parcel II**”)
- (b) “NEW PARCEL III. 14.982 ACRES” (“**Heath Parcel III**”)
- (c) “NEW PARCEL IV 108.546 ACRES” (“**Heath Parcel IV**”, and collectively with Parcel II and III, the “**Heath Parcels**” and each a “**Heath Parcel**”)

WHEREAS, by deed recorded in the Williamsburg County ROD Office in book 637, page 1, MUHA acquired from the Heath Family certain other real property located in Williamsburg County, South Carolina, lying and being adjacent to the Heath Parcels, and shown and labeled on the Plat as “NEW PARCEL I 39.990 ACRES” (“**MUHA Parcel**”); and

WHEREAS, MUHA, its successors or assigns, intends to construct a hospital and related improvements, infrastructure and facilities on the MUHA Parcel (the same, and such other improvements as may be constructed on the MUHA Parcel from time to time, the “**MUHA Project**”); and

WHEREAS, in connection with, and conditioned upon construction of, the MUHA Project, MUHA intends to construct or cause to be constructed on the MUHA Parcel certain pipes, lines, systems, facilities and related equipment (the “**MUHA Sewer System**”) for the delivery of sanitary sewer from the MUHA Project and from the Heath Sewer System (hereafter defined), to the publicly owned sewer line on US Highway 52 (the “**Public Sewer Line**”). The MUHA Sewer System is shown and labeled on the drawing prepared by ADC Engineering, attached hereto as **Exhibit A and A-1** and incorporated herein (the “**Sewer System Drawing**”), as the following labeled items:

- (a) “8” DIA. GRAVITY SEWER LINE TO THIS MANHOLE BY HOSPITAL PROJECT;”
- (b) “8” DIA. GRAVITY SEWER MAIN BY HOSPITAL PROJECT;”
- (c) “NEW SEWER LIFT STATION – BY OTHERS;”
- (d) “NEW SEWER FORCE MAIN TO US 52 - BY OTHERS;” and
- (e) “8” DIA. GRAVITY SEWER LINE TO THIS MANHOLE BY HOSPITAL PROJECT”; and

WHEREAS, in connection with the conveyance of the MUHA Parcel from the Heath Family to MUHA, and conditioned upon and contemporaneously with construction of the MUHA Project, MUHA agreed to cause the MUHA Sewer System to be constructed and to construct additional systems on the MUHA Parcel (“**Heath Sewer System**” and together with the MUHA Sewer System, the “**Sewer Systems**”) in order for the Heath Parcels to tie in to the MUHA Sewer System for purposes of moving sanitary sewer from the Heath Parcels to the Public Sewer Line. The Heath Sewer System is shown and depicted on the Sewer System Drawing as follows:

(a) “PROPOSED 15’ EASEMENT FOR FUTURE SEWER FROM PARCEL IV. NO PIPE INSTALLED BY HOSPITAL PROJECT” (this area is located in the southwest corner of the MUHA Parcel);

(b) “PROPOSED 15’ EASEMENT FOR FUTURE SEWER FROM PARCEL IV. NO PIPE INSTALLED BY HOSPITAL PROJECT (this area begins along the northern boundary of the MUHA Parcel and Heath Parcel IV); and

(c) “PROPOSED 15’ EASEMENT FOR FUTURE SEWER FROM PARCEL II. NO PIPE INSTALLED BY HOSPITAL PROJECT”

WHEREAS, as part of the construction of the MUHA Project, MUHA intends to construct access driveways, known generally as “Hospital Drive” and shown and depicted on **Exhibit A** attached hereto and incorporated herein by reference as Hospital Driveway 1 and Hospital

Driveway 2 (as the same may be relocated or reconfigured by MUHA from time to time, as MUHA determines in its sole discretion "**Hospital Drive**"); and

WHEREAS, in order to allow for the use, enjoyment, maintenance, repair and replacement of the Heath Sewer System, for the use and enjoyment of the MUHA Sewer System, and for the use of Hospital Drive in certain, limited circumstances, MUHA has agreed to grant certain easements to the Heath Family, all subject to, and on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the premises herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, MUHA and the Heath Family, each for themselves, and for their successors and assigns, and for all successors-in-title to the aforesaid properties, hereby agree as follows:

1. INCORPORATION OF RECITALS. The foregoing recitals are contractual and binding in nature, are accurate, true and complete and are hereby incorporated into and made a part of this Agreement.
2. GRANT OF EASEMENTS. Effective upon completion of the MUHA Project and the Sewer Systems, MUHA hereby grants, establishes and conveys to the Heath Family and its respective successors and assigns forever, subject to all matters of record in the ROD Office for Williamsburg County (the "**ROD**"), for the benefit of and as an appurtenance to the Heath Parcels, the following easements and rights:
 - (a) SEWER EASEMENT – HEATH SEWER SYSTEM. A perpetual (subject, however, to reconfiguration or relocation as herein provided), non-exclusive, appurtenant, transferable and assignable easement for a commercial purpose and right to use in common with all current and future owners of the MUHA Parcel and their respective Permittees (the "**Heath System Sewer Easement**") upon, over, under, within, through and across, those certain portions of the MUHA Parcel upon, over, under, within, through and across which the Heath Sewer System is, or is to be, located as shown and depicted on the Sewer System Drawing (the "**Heath System Easement Area**"), for the sole purpose of providing for pipes, lines, systems, facilities and related equipment comprising the Heath Sewer System and the delivery of sanitary sewer service from the Heath Parcels to and through the Heath Sewer System to its point of connection with the MUHA Sewer System and the right of all current and future owners of the Heath Parcels and their respective Permittees, to use, connect and tie-into the Heath Sewer System (provided the capacity of the Heath Sewer System and the MUHA Sewer System shall not be exceeded as a result thereof).
 - (b) SEWER EASEMENT – MUHA SEWER SYSTEM. A perpetual (subject, however, to reconfiguration or relocation as herein provided), non-exclusive, appurtenant, transferable and assignable easement for a commercial purpose and right to use in common with all current and future owners of the MUHA Parcel and their

respective Permittees (the ***"MUHA System Sewer Easement"***) upon, over, under, within, through and across, those certain portions of the MUHA Parcel upon, over, under, within, through and across which the MUHA Sewer System is, or is to be, located as shown and depicted on the Sewer System Drawing (the ***"MUHA System Easement Area"***), for the sole purpose of delivery of sanitary sewer service from the Heath Parcels and Heath Sewer System to and through the MUHA Sewer System and ultimately to the Public Sewer Line, (provided the capacity of the Heath Sewer System and the MUHA Sewer System shall not be exceeded as a result thereof).

- (c) INGRESS/EGRESS EASEMENT – HOSPITAL DRIVE For so long as Hospital Drive exists, and subject to relocation and reconfiguration as MUHA determines from time to time in its sole discretion, perpetual, nonexclusive appendant and appurtenant easement for motorized vehicles only over and across Hospital Drive (the ***"Hospital Drive Easement Area"*** and collectively with the Heath Sewer System Easement Area and the MUHA System Easement Area, the ***"Easement Areas"***), solely for the purposes of access and ingress to, and egress from such portions of Parcel II and Parcel IV as are used for Medical Purposes and only during such time as the same are actually used solely for Medical Purposes (the ***"Hospital Drive Easement"*** and collectively with the MUHA Sewer Easement and the Heath Sewer Easement, the ***"Easements"***). MUHA shall be entitled, but not required, to require tie in roads and drives to be aligned, signed, cut off and otherwise engineered to preclude use of Hospital Drive by those not using it to access portions of Parcels II and IV that are dedicated solely to Medical Purposes. Additionally, it is expressly acknowledged and agreed that any use by Heath Family, its successors and assigns (including, without limitation, their agents, servants, contractors, guests, and invitees) of Hospital Drive not in keeping herewith is strictly prohibited, and any use in violation of this Agreement, for however long, shall not result in any form of equitable easement, prescriptive easement, adverse possession, acquiescence or other legal or equitable right to use Hospital Drive. In the event the Heath Family, its successors or assigns (including, without limitation, their agents, servants, contractors, guests, and invitees) uses or develops a pattern of using Hospital Drive in violation hereof, and such use or pattern of use does not cease within 10 days of written notice from MUHA to Heath Family, then, in addition to any other remedy available under this Agreement, at law or in equity, MUHA shall be entitled, but not obligated, to terminate the Hospital Drive Easement, whereupon the same shall be of no further force or effect. As used herein, ***"Medical Purposes"*** shall mean any one or more uses which relate directly to the provision of the diagnosis or treatment of human disease, such as a physician office or diagnostic testing laboratory. For avoidance of doubt, nothing contained in this Agreement shall be deemed to allow

for use of Parcel II or Parcel IV in any way that violates the Deed Restriction set forth in the deed of even date herewith conveying the MUHA Parcel to MUHA.

TO HAVE AND TO HOLD, all and singular, subject to the terms and conditions of this Easement Agreement, all of the easements, rights and privileges herein described unto the parties hereto, and their respective heirs, successors and/or assigns forever, provided however, in the event the MUHA Project and the MUHA Sewer System are not completed within 10 years after the Effective Date, this Agreement, including the Easements set forth herein, shall terminate and be of no further force or effect. In consideration of the grant of the Easements herein, Heath Family shall indemnify, defend and hold MUHA harmless from and against any loss resulting from personal injury (including death) or damage to property or any claims or suits against MUHA arising from the use of the Easement Areas by Heath Family and its successors and assigns (including, without limitation, their agents, servants, contractors, guests, and invitees), or from any activity done, permitted or suffered by Heath Family and its successors and assigns (including, without limitation, their agents, servants, contractors, guests, and invitees) in or about the Easement Areas.

3. CONSTRUCTION OF HEATH SEWER SYSTEM. The Sewer Systems shall be constructed in a good and workmanlike manner, at the sole cost and expense of MUHA, in accordance with engineered plans and specifications reasonably determined by MUHA to serve the purposes set forth herein, provided, however, in no event shall the sewer lines within the Heath Sewer System exceed 8 inches in diameter.
4. OPERATION AND MAINTENANCE OF SEWER FACILITIES. Except as otherwise expressly provided in this Agreement, and except to the extent that any of the below described maintenance is performed by public authorities, or by public or private utilities, MUHA shall, at MUHA's sole cost and expense, during the term of this Agreement, (i) maintain or cause to be maintained the MUHA Sewer System (and the surrounding MUHA System Easement Area) in a safe and secure condition, and (ii) make all repairs, replacements and improvements reasonably necessary to maintain the MUHA Sewer System and the surrounding MUHA System Easement Area (collectively, the "**MUHA Easement Maintenance Obligations**"). Notwithstanding the foregoing or anything else contained in this Agreement to the contrary, (i) all of the actual, reasonable, out-of-pocket costs and expenses incurred by MUHA in performing any MUHA Easement Maintenance Obligations which are caused by the negligence, intentional misconduct or breach of this Agreement by the Heath Family or any of its Permittees shall be reimbursed by the Heath Family within thirty (30) days following the Heath Family's receipt from MUHA of written demand therefor and reasonable proof (including, without limitation, invoices) establishing such reasonable, actual, out-of-pocket costs and expenses incurred by MUHA in connection with performing such work.

Except as otherwise expressly provided in this Agreement, and except to the extent that any of the below described maintenance is performed by public authorities, or by public

or private utilities, the Heath Family shall, at the Heath Family's sole cost and expense, during the term of this Agreement, (i) maintain or cause to be maintained the Heath Sewer System (and the surrounding Heath System Easement Area) in a safe and secure condition, and (ii) make all repairs, replacements and improvements reasonably necessary to maintain the Heath Sewer System and the surrounding Heath System Easement Area (collectively, the "**Heath Easement Maintenance Obligations**"). Notwithstanding the foregoing or anything else contained in this Agreement to the contrary, (i) all of the actual, reasonable, out-of-pocket costs and expenses incurred by the Heath Family in performing any Heath Easement Maintenance Obligations which are caused by the negligence, intentional misconduct or breach of this Agreement by MUHA or any of its Permittees shall be reimbursed by MUHA within thirty (30) days following MUHA's receipt from the Heath Family of written demand therefor and reasonable proof (including, without limitation, invoices) establishing such reasonable, actual, out-of-pocket costs and expenses incurred by the Heath Family in connection with performing such work.

5. RIGHT TO RECONFIGURE AND/OR RELOCATE EASEMENTS, EASEMENT AREAS AND EASEMENT AREA IMPROVEMENTS. Notwithstanding anything contained herein to the contrary, MUHA shall have the right, at any time and from time to time, at the sole cost and expense of MUHA, to reconfigure any portion of the MUHA System Sewer Easement, Heath System Sewer Easement, MUHA System Easements Areas, Heath System Sewer Easement Areas and Sewer Systems (collectively, the "**Sewer Systems, Easements and Easement Areas**") described in this Agreement, and to relocate the same to other locations on the MUHA Parcel so long as: (i) any such reconfiguration or relocation shall be commenced only after thirty (30) days' prior written notice of the intention to reconfigure or relocate has been given to the Heath Family; (ii) any such reconfiguration or relocation shall not materially impair the usefulness or function of the particular Easement and Sewer System, as reconfigured or relocated; and (iii) any such reconfiguration or relocation shall be completed in a good and workmanlike manner using materials and design standards which equal or exceed those originally used. If MUHA exercises its reconfiguration or relocation rights as set forth above, the Heath Family, upon written demand, shall execute and record in the ROD an amendment to this instrument setting forth the actual location of the applicable Sewer Systems, Easements and Easement Areas as reconfigured or relocated. For the avoidance of doubt, failure to request or enter into any amendment shall not impair or affect the rights established herein, and the terms of this Agreement shall be fully operative whether such an amendment is executed and/or recorded in the ROD.
6. MUHA'S USE OF MUHA PARCEL. MUHA shall have the right to use the MUHA Parcel in any manner and for any purpose that does not materially interfere with Heath Family's use of the Sewer Systems, Easements and Easement Areas as set forth herein. All right, title and interest in and to the Easement Areas under this Agreement, which may be used

and enjoyed without materially interfering with the rights conveyed by this Agreement are reserved to MUHA.

7. USE OF EASEMENTS; RIGHTS OF THIRD PARTIES. The use of all Easements will, in each instance, be non-exclusive and for the common use and benefit of the owners of the particular parcels benefitted and burdened by such easements, their respective heirs, successors and assigns, and such agents, customers, invitees, licensees, employees, servants, contractors, tenants and tenant's agents, customers, invitees, licensees, employees, servants and contractors (all of which persons are hereafter called "**Permittees**").
8. COVENANT AGAINST LIENS. If any party hereto causes labor or materials to be furnished to an Easement Area (any such party hereto causing such labor or materials to be so furnished being referred to herein as the "**Working Owner/Party**"), the Working Owner/Party shall promptly pay and discharge by the due date any claim or obligation for labor or materials furnished at the direction of the Working Owner/Party, which if not paid or discharged would result in a lien on the applicable easement area. Specifically, and without limiting the foregoing, if the Working Owner/Party causes labor or materials to be furnished to an Easement Area, and if a lien arises out of the work or material furnished, then the Working Owner/Party shall immediately (but in no event later than thirty (30) days after the filing thereof) cause that lien to be satisfied or bonded over and, to the extent permitted by applicable law, shall indemnify, defend, and hold harmless the other parties hereto from and against the lien.
9. DEFAULT; REMEDIES. The provisions of this Agreement will be enforced as follows:
 - (a) REMEDIES. In the event of any violation or threatened violation by any party hereto of any of the provisions of this Agreement, each non-defaulting party hereto shall have the right to seek and pursue any and all rights and remedies available at law and/or in equity, including, but not limited to, the right to enjoin such violation or threatened violation and collect damages in a court of competent jurisdiction; provided, however, such damages remedy shall be limited to actual damages only and shall exclude (and no party shall be entitled to) punitive, speculative or consequential damages. Prior to the commencement of any such action, and except as may otherwise be provided in Section 9(b) below or elsewhere in this Agreement to the contrary, thirty (30) days prior written notice of the violation will be given to the Owner or other party hereto claimed to have committed such violation.
 - (b) SELF-HELP. In the event any Owner or any other party hereto fails to perform any of the provisions of this Agreement (a "**Defaulting Party**"), any other Owner or party hereto (a "**Non-Defaulting Party**") will have the right, without being obligated to do so, to enter upon the property and improvements of such Defaulting Party and perform the obligations of the Defaulting Party hereunder; provided, however, that written notice of such intention, specifying the nature of the alleged default and the actions to be performed, has been given to the Defaulting Party not less than thirty (30) days prior to the commencement of such action or not less than

twenty-four (24) hours prior to such commencement if, in the reasonable judgment of the Non-Defaulting Party giving notice, such default is of an emergency nature. During such thirty (30) day or twenty-four (24) hour period, as the case may be, the Defaulting Party will have the right to perform or commence performance of action appropriate to remedy such default, and provided such action is diligently carried to completion, the right of such other Non-Defaulting Party to perform the obligation of the Defaulting Party will terminate. If a Non-Defaulting Party elects to perform the action to have been performed by a Defaulting Party, on completion of such action, or from time to time, if the action is of a continuing nature, the Defaulting Party shall pay or reimburse the Non-Defaulting Party performing such action for the costs and expenses thereof within seven (7) days after receipt of the Non-Defaulting Party's written demand for same (any such written demand being referred to herein as a "Default Reimbursement Notice"), together with an itemized statement of such costs and expenses. Any amount due to the Non-Defaulting Party under the terms of this **Section 9(b)** which is not paid within said seven (7) day time period shall bear interest at the rate of twelve percent (12%) per annum from the date of such Default Reimbursement Notice until paid in full. The Non-Defaulting Party may bring an action at law or in equity against the Defaulting Party for any amounts due under the terms of this **Section 9(b)**, and interest, late payment fees, costs and reasonable attorney's fees of such action shall be added to the amount due.

- (c) **FORCE MAJEURE.** If performance of any action by any party hereto is prevented or delayed by an act of God, war, terrorism, labor disputes, shortage of materials or supplies or other causes beyond the reasonable control of such party (it being agreed that the financial inability of any party to perform any obligation shall never be deemed an event beyond its reasonable control), the time for performance of such action will be extended for the period that such action is delayed or prevented by such cause.
 - (d) **CUMULATIVE RIGHTS AND REMEDIES; WAIVER.** All rights and remedies of a party herein shall be cumulative and the exercise of one right or remedy shall not be deemed to be an election of remedies to the exclusion of the exercise of other rights and remedies. No waiver of any breach of any covenant or provision herein contained shall be deemed a waiver of any preceding or succeeding breach thereof, or of any other covenant or provision herein contained. No extension of time for performance of any obligation or act shall be deemed an extension of time for performance of any other obligation or act.
10. **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina law.
11. **LEGAL EFFECT.** Each of the easements and rights created by this Agreement are appurtenant to the property to which they relate and may Each covenant contained in this Agreement: (a) is made for the direct, mutual and reciprocal benefit of each party hereto and each part of the property; (b) creates mutual equitable servitudes on each part of the property in favor of each other part of the property; (c) constitutes a covenant

running with the land; (d) binds every party hereto now having or hereafter acquiring an interest in the property; and (e) will inure to the benefit of each party hereto and each party's heirs, successors and assigns. Each party agrees that on conveyance of all or any part of the property to which the Agreement applies, the grantee, by accepting such conveyance, will thereby automatically become a new party to and be bound by this Agreement.

12. AMENDMENT. This Agreement and any provision herein contained may be terminated, extended, modified or amended only with the prior written consent of all of the Owners of the property, which written consent must be recorded in the ROD in order to be effective. If any portion of the property subject to this Agreement is developed as a condominium, the applicable owner's association for such condominium may consent to any such termination, extension, modification or amendment on behalf of and as attorney-in-fact for all of the owners of individual units within such condominium. Further, if any portion of the property subject to this Agreement is governed by an incorporated homeowners' or property owners' association, then the applicable owners' association for such portion of the property may consent to any such termination, extension, modification or amendment on behalf of and as attorney-in-fact for all of the owners of any individual pieces, parcels, lots or tracts of land within such portion of the property.
13. NO MERGER OF EASEMENTS. No present or future common ownership of the property shall be deemed a merger which would have the legal effect of extinguishing the easements created by this Agreement. The easements created hereby shall continue in effect despite any present or future common ownership of the servient and dominant estates unless and until terminated or otherwise modified as provided herein.
14. SEVERABILITY. If any term, covenant or condition of this Agreement or the application thereof to either party shall be held to be invalid or unenforceable, then the remaining terms, covenants and conditions of this Agreement shall not be affected, and shall be enforceable to the fullest extent permitted by law.
15. RULES OF CONSTRUCTION. The following rules shall apply to the construction and interpretation of this Agreement:
 - (a) Singular words shall connote the plural as well as the singular, and plural words shall connote the singular as well as the plural, and the masculine shall include the feminine and the neuter.
 - (b) All references in this Agreement to particular articles, sections, subsections or clauses (whether in upper or lower case) are references to articles, sections, subsections or clauses of this Agreement. All references in this Agreement to particular exhibits or schedules (whether in upper or lower case) are references to the exhibits and schedules attached to this Agreement, unless otherwise expressly stated or clearly apparent from the context of such reference.

- (c) The headings contained herein are solely for convenience of reference and shall not constitute a part of this Agreement nor shall they affect its meaning, construction or effect.
 - (d) The terms “hereby,” “hereof,” “hereto,” “herein,” “hereunder” and any similar terms shall refer to this Agreement, and not solely to the provision in which such term is used.
 - (e) The terms “include,” “including” and similar terms shall be construed as if followed by the phrase “without limitation.”
16. COUNTERPARTS. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument.
17. TIME IS OF THE ESSENCE. **TIME IS OF THE ESSENCE** as to this Agreement and all obligations hereunder. Strict compliance with the times for performance stated in this Agreement is required. Unless other specified herein, all references to “day” or “days” in this Agreement will mean a calendar day or calendar days. In the computation of any period of time provided for in this Agreement or by law, the day of the act or event from which the period of time runs shall be excluded, and the last day of such period shall be included, unless it is a Saturday, Sunday, or legal holiday, in which case the period shall be deemed to run until the end of the next day which is not a Saturday, Sunday or legal holiday.
18. NO PARTNERSHIP. The provisions of this Agreement are not intended to create, and shall not be interpreted to create, a joint venture, a partnership or any similar relationship between the parties.
19. PRIVATE AGREEMENT; NO DEDICATION. The easements hereby established are private easements, and nothing herein shall be construed to create easements in favor of the general public and nothing herein shall be deemed to constitute a gift, grant or dedication of any portion of the property to the general public or for any public purpose whatsoever, it being the intention of the parties hereto that this Agreement will be strictly limited to the private use of the parties hereto and their respective permittees; provided, however, that such rights shall be subject to the terms of this Agreement. This Agreement is intended to benefit parties hereto and their respective heirs, successors and assigns and is not intended to benefit any person which is not a party hereto or a third party beneficiary hereunder or to give any such person any rights hereunder.
20. SCHEDULE AND EXHIBITS. The schedules and exhibits, if any, referenced in this Agreement and attached hereto are incorporated in and made a part of this Agreement.
21. NOTICE. All notices, demands and requests which may be given or which are required to be given by any party to the other under this Agreement, and any exercise of a right of termination provided by this Agreement, shall be in writing and shall be deemed effective:

(a) immediately when personally delivered to the intended recipient; (b) three (3) business days after having been sent, by certified or registered mail, return receipt requested, postage paid, addressed to the intended recipient at the address specified below; (c) immediately when delivered in person to the address set forth below for the party to whom the notice was given; or (d) at noon of the business day next following after such notice, demand or request has been deposited into the custody of a nationally recognized overnight delivery service, for next business day delivery, delivery charges prepaid, addressed to such party at the address specified below. For purposes of this **Section 21**, the address of the parties is as follows:

IF TO MUHA:

Medical University Hospital Authority
C/O MUSC Health
22 WestEdge Street, Suite 300
Charleston, SC 29403
Attn: CEO

IF TO HEATH FAMILY:

Heath Family
210 East Main Street
Lake City, SC 29560

22. **CONSENTS AND APPROVALS.** Except as may otherwise be expressly set forth herein, when approval or consent by party hereto is required hereunder, such approval or consent will not be unreasonably withheld, delayed or conditioned.
23. **RIGHT TO DEDICATE EASEMENTS AND EASEMENT AREA IMPROVEMENTS.** Notwithstanding the foregoing or anything else in this Agreement to the contrary, upon the completion of either or both Sewer Systems, MUHA shall have the right to dedicate and convey such Sewer System or Sewer Systems to the appropriate governmental authority(ies) and/or public utility(ies) for use as a public utility system, provided that (i) any such dedication and conveyance is accepted by the appropriate governmental authority(ies) and/or public utility(ies), and (ii) any such dedication or conveyance shall not adversely affect the use and enjoyment of the Sewer System or Sewer Systems by the parties hereto. The parties shall cooperate with each other in any such dedication and shall join in the execution of such documents, agreements and plats as may be required by the appropriate governmental authority(ies) and/or public utility(ies) with respect to any such dedication and acceptance.

[SIGNATURE PAGE TO EASEMENT AGREEMENT – STEWART WILLIAM HEATH]

IN WITNESS WHEREOF, the undersigned has executed this Easement Agreement as of the Effective Date first above written.

SIGNED, SEALED AND
DELIVERED IN THE PRESENCE OF:

STEWART WILLIAM HEATH III

STATE OF SOUTH CAROLINA)
)
COUNTY OF _____)

I, the undersigned Notary Public for the State of South Carolina, do hereby certify that Stewart William Heath III personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Subscribed to and sworn before me this
_____ day of _____, 2021.

_____(L.S.)

Print Name: _____

Notary Public, State of _____

My Commission Expires: _____

[SIGNATURE PAGE TO EASEMENT AGREEMENT – IRVING MCWHITE HEATH]

IN WITNESS WHEREOF, the undersigned has executed this Easement Agreement as of the Effective Date first above written.

SIGNED, SEALED AND
DELIVERED IN THE PRESENCE OF:

IRVING MCWHITE HEATH

STATE OF SOUTH CAROLINA)
)
COUNTY OF _____)

I, the undersigned Notary Public for the State of South Carolina, do hereby certify that Irving McWhite Heath personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Subscribed to and sworn before me this
_____ day of _____, 2021.

_____(L.S.)

Print Name: _____

Notary Public, State of _____

My Commission Expires: _____

[SIGNATURE PAGE TO EASEMENT AGREEMENT – MARIA HEATH HACKNEY]

IN WITNESS WHEREOF, the undersigned has executed this Easement Agreement as of the Effective Date first above written.

SIGNED, SEALED AND
DELIVERED IN THE PRESENCE OF:

MARIA HEATH HACKNEY

STATE OF SOUTH CAROLINA)
)
COUNTY OF _____)

I, the undersigned Notary Public for the State of South Carolina, do hereby certify that Maria Heath Hackney personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Subscribed to and sworn before me this
_____ day of _____, 2021.

_____(L.S.)

Print Name: _____

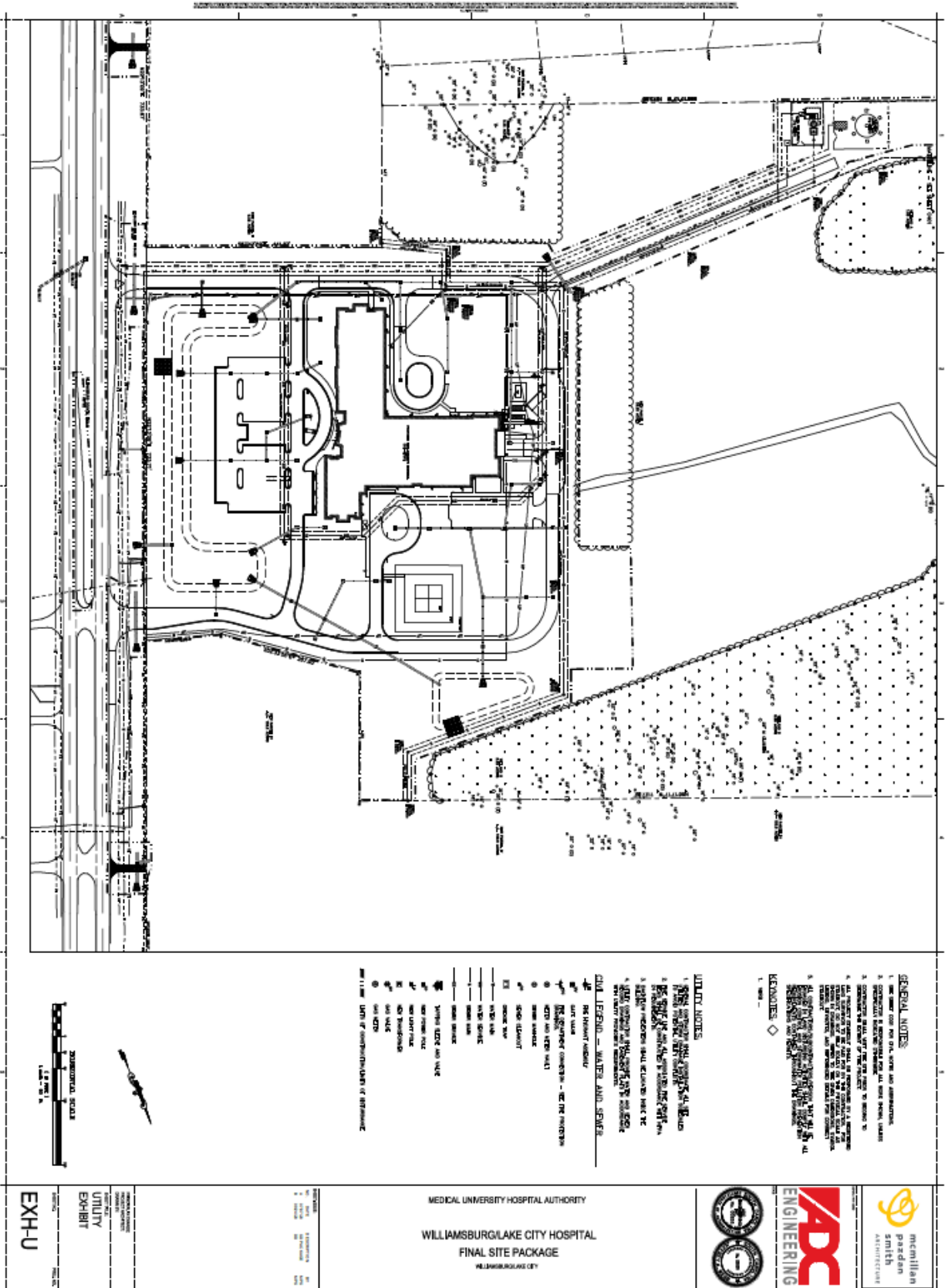
Notary Public, State of _____

My Commission Expires: _____

Wilmington / Lake City Hospital
08/16/20



OVERALL UTILITY
PLAN



**FACILITIES
HOSPITAL AUTHORITY – LAKE CITY
EASEMENT
FOR APPROVAL**

JUNE 25, 2021

DESCRIPTION OF EASEMENT: Lake City Lift Station and Water Tower Easement

REQUESTOR: City of Lake City

REQUESTOR CONTACT: Heather Mallard, Director of Strategic Transactions

LOCATION: TMS 45-194-004 Williamsburg County Highway (US-52)

DESCRIPTION: The City of Lake City has agreed to construct and operate a water tower and sewer lift station, together with related fixtures, equipment and facilities on the portions of the MUHA Parcel necessary to support the Hospital Project.

JUSTIFICATION: To support the Hospital Project, as well as the anticipated needs of the community.

STATE OF SOUTH CAROLINA)	EASEMENT AGREEMENT
)	
COUNTY OF WILLIAMSBURG)	

THIS EASEMENT AGREEMENT (the “**Easement Agreement**”) is made and executed as of the ____ day of _____, 2021, by MEDICAL UNIVERSITY HOSPITAL AUTHORITY, an agency of the State of South Carolina (“**MUHA**”) and THE CITY OF LAKE CITY, a South Carolina Municipal Corporation (“**City**”).

W I T N E S S E T H:

WHEREAS, MUHA owns fee simple title to a parcel of land located in Williamsburg County, South Carolina (the “**MUHA Parcel**”), shown and described as “NEW PARCEL I, 39.990 ACRES” on that certain plat entitled “PLAT SHOWING SUBDIVISION TAX MAP 45-194-004 (170.420 ACRES) INTO NEW PARCEL 1 (39.990 ACRES), NEW PARCEL II (6.902 ACRES), NEW PARCEL III (14.982 ACRES), & NEW PARCEL IV (108.546 ACRES) WILLIAMSBURG COUNTY HIGHWAY (US-52) WILLIAMSBURG COUNTY SOUTH CAROLINA” by Lewis Smith Moore, RLS, dated September 15, 2020 and last revised September 28, 2020 and recorded in Plat Book S-1293, page 5, Williamsburg County ROD Office.

WHEREAS, MUHA intends to construct a hospital and related facilities on the MUHA Parcel (the “**Hospital Project**”); and

WHEREAS, in order to support the Hospital Project, as well as other existing and anticipated needs of the community in general, the City has agreed to construct and operate a water tower and sewer lift station, together with related fixtures, equipment and facilities (collectively, the “**Water and Sewer Facilities**”) on the portions of the MUHA Parcel shown and labeled as “NEW TANK SITE,” (the “**Tower Lift Station Easement Area**”) and “NEW 25’ PERMANENT UTILITY EASEMENT” (the “**Utility Line Easement Area**” and together with the Tower Lift Station Easement Area, the “**Facilities Easement Areas**”) on that certain drawing prepared by AECOM entitled “EASEMENT EXHIBIT PREPARED FOR LAKE CITY, SC,” dated June 3, 2021, and attached hereto as Exhibit A and incorporated herein (“**Easement Drawing One**”); and

WHEREAS, subject to the remaining terms of this Easement Agreement, MUHA wishes to grant and establish, and City wishes to accept, perpetual easements for construction and location of, access and utility service to, and maintenance, repair and replacement of the Water and Sewer Facilities located, or to be located, within the Facilities Easement Area.

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Facilities Easement. MUHA hereby conveys to City, pursuant to the terms and conditions stated in this Easement Agreement, a perpetual, assignable, non-exclusive easement over, under and through the Facilities Easement Areas for the purpose of the construction, location,

use, operation, maintenance, repair and replacement of the Water and Sewer Facilities (the “**Facilities Easement**”).

2. Access Easements. This Agreement shall establish two access, ingress and egress easements encumbering the MUHA Parcel (the “**Access Easements**” and together with the Facilities Easement, the “**Easements**”) as follows:

- a. **Access Easement A.** MUHA hereby conveys to City, pursuant to the terms and conditions stated in this Easement Agreement, a perpetual, assignable, non-exclusive easement over, under and through the portions of the MUHA Parcel shown and labeled on Easement Drawing One as “NEW VARIABLE WIDTH INGRESS/EGRESS EASEMENT” (“**Access Easement A Area**”) for the purposes of constructing, replacing, accessing, installing, maintaining, operating, and repairing the Water and Sewer Facilities located or to be located within the Facilities Easement Areas (“**Access Easement A**”);
- b. **Access Easement B.** MUHA hereby conveys to City, pursuant to the terms and conditions stated in this Easement Agreement, a perpetual, assignable, non-exclusive easement over, under and through the portions of the MUHA Parcel shown and labeled as “NEW VARIABLE WIDTH INGRESS/EGRESS EASEMENT” (“**Access Easement B Area**” and together with Access Easement A Area, the “**Access Easement Areas**” and collectively with the Facilities Easement Areas, the “**Easement Areas**”)) on that certain drawing prepared by AECOM entitled “INGRESS/EGRESS AND UTILITY EASEMENT EXHIBIT PREPARED FOR LAKE CITY, SC,” dated June 3, 2021 and attached hereto as Exhibit B (“**Easement Drawing Two**”) for the purposes of constructing, replacing, accessing, installing, maintaining, operating, and repairing the Water and Sewer Facilities located or to be located within the Facilities Easement Areas (“**Access Easement B**”);
- c. The City’s use of the Access Easements and Access Easement Areas shall be limited to that which is reasonably necessary or appropriate to carry out the purposes of this Easement Agreement, provided that such access shall not unreasonably or materially interfere with MUHA’s use of the remainder of the MUHA Parcel or the Hospital Project.

3. Maintenance and Repairs.

- a. Water and Sewer Facilities and Facilities Easement Area. City shall maintain, repair and replace in good and working order, the Water and Sewer Facilities and Facilities Easement Area (including, as to the Facilities Easement Area, reasonable mowing and landscaping maintenance thereof).
- b. Access Easement Area A. City shall construct and maintain a passable road for pedestrian and vehicular traffic, made of paving, concrete and/or permeable materials in compliance with all laws, rules and regulations on, and

shall bear all responsibility for maintenance of, Access Easement Area A, and shall keep the same in such condition as to allow for the reasonable and convenient use of the same by City in keeping with the terms of the Access Easement.

- c. Access Easement Area B. MUHA shall construct and maintain a passable road made of paving, concrete or permeable materials in compliance with all laws, rules and regulations on, and shall bear all responsibility for maintenance of, Access Easement Area B, and shall keep the same in such condition as to allow for the reasonable and convenient use of the same by City in keeping with the terms of the Access Easement.

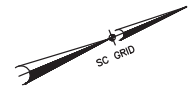
4. Compliance with Law. City shall comply with all applicable laws in connection with the use and maintenance of the Water and Sewer Facilities and Facilities Easement Area. MUHA shall comply with all applicable laws in connection with the use and maintenance of the Access Easement Area.

5. Responsibility; Insurance. The City agrees to carry general liability and casualty insurance as required by law and as is otherwise customary for the Easement Areas and Water and Sewer Facilities. MUHA agrees to carry general liability and casualty insurance as required by law and as is otherwise customary for the MUHA Parcel and Hospital Project. Each party agrees to provide the other with evidence of such insurance upon written request of the other party. As between the parties to this Agreement, should a claim, demand, liability, damage, or loss occur, or any incidental expenses result from injury to or death of persons or damage to property arising out of the access, maintenance, repair, replacement, or use of the Water and Sewer Facilities, Easement Areas, or MUHA Parcel, each party shall be responsible for the actions or inactions of itself and its agents, employees, contractors, licensees, guests and invitees.

6. Benefit and Burden. This Easement Agreement shall be binding upon and inure to the benefit of MUHA and City and their respective successors in title to all or part of the MUHA Parcel, and the burdens and benefits hereof shall run with the land and be appurtenant thereto with the effect that any person or entity that shall acquire any fee interest in the MUHA Parcel, as applicable, shall be entitled to the benefits and bound by the burdens hereof. Upon the conveyance of the MUHA Parcel, the then conveying owner or holder as applicable shall have no further liability or obligations under this Easement Agreement; provided, however, that such release shall not impair or affect the liability and the obligations of the acquiring owner.

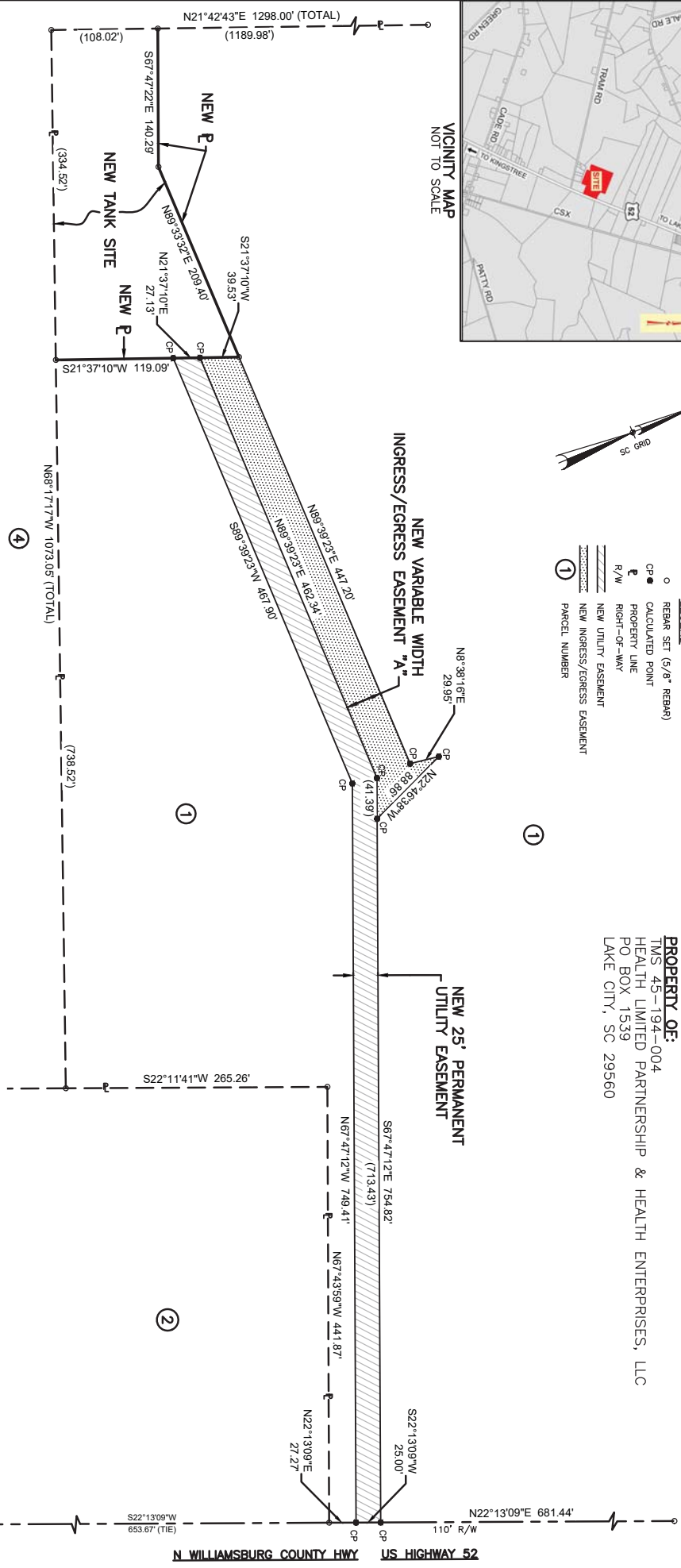
7. Entire Agreement. This Easement Agreement sets forth the entire agreement of MUHA and City with respect to the easements granted hereby. This Agreement may not be modified or amended except by an instrument in recordable form signed by the party against whom enforcement is sought.

EXHIBIT A



- LEGEND**
- REBAR SET (5/8" REBAR)
 - CALCULATED POINT
 - PROPERTY LINE
 - RIGHT-OF-WAY
 - NEW UTILITY EASEMENT
 - NEW INGRESS/EGRESS EASEMENT
 - ① PARCEL NUMBER

PROPERTY OF:
 TMS 45-194-004
 HEALTH LIMITED PARTNERSHIP & HEALTH ENTERPRISES, LLC
 PO BOX 1539
 LAKE CITY, SC 29560



NEW 25' PERMANENT UTILITY EASEMENT AREA = 0.700 ACRE (30,507 SQ.FT.)
 NEW VARIABLE WIDTH INGRESS/EGRESS EASEMENT "A" AREA = 0.415 ACRE (18,066 SQ.FT.)
 NEW TANK SITE AREA = 0.998 ACRE (43,465 SQ.FT.)

NOTES:

1. ALL PROPERTY CORNER LOCATIONS ARE APPROXIMATE.
2. THIS MAP WAS COMPILED FROM SURVEY FOR DIVISION 1, HOSPITAL, PUMP STATION, FORCE MAIN AND 12-INCH WATER MAIN - LAKE CITY BY US AND FROM PLATS, DEEDS AND HIGHWAY PLANS ON FILE IN OUR OFFICE. NO COMPLETE PROPERTY SURVEYS WERE PERFORMED.
3. 2021 EDITION OF WILLIAMSBURG COUNTY MAP NUMBER 45-194-004.
4. SUBDIVISION PLAT OF TMS 45-194-004 BY FORSBERG ENGINEERING AND SURVEYING, INC. DATED SEPTEMBER 15, 2020 AND LAST REVISED 9/28/20.

ACROSS THE PROPERTY OF HEALTH LIMITED PARTNERSHIP &
 WILLIAMSBURG COUNTY

AECOM
 101 Research Drive
 Columbia, SC 29203
 803.254.4400 tel 803.771.6676 fax
 www.aecom.com

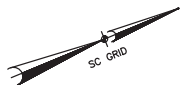
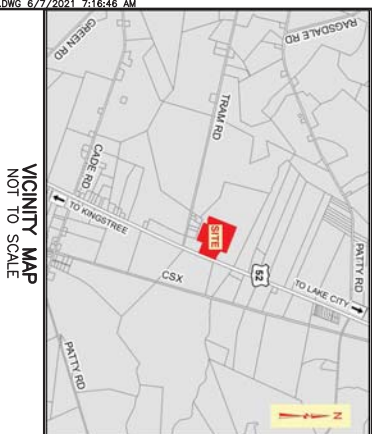
NEAR LAKE CITY, SC

GRAPHIC SCALE: 1"=100'

EXHIBIT "A"

COPYRIGHT NOTICE
 THIS DRAWING IS THE PROPERTY OF AECOM AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF AECOM. THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREIN AND IS NOT TO BE USED ON ANY OTHER PROJECT.

EXHIBIT B



- LEGEND**
- REBAR SET (5/8" REBAR)
 - CALCULATED POINT
 - PROPERTY LINE
 - R/W RIGHT-OF-WAY
 - ① NEW INGRESS/EGRESS EASEMENT
 - PARCEL NUMBER
 - EDGE OF DRIVEWAY

PROPERTY OE:
TMS 45-194-004
HEALTH LIMITED PARTNERSHIP & HEALTH
ENTERPRISES, LLC
PO BOX 1539
LAKE CITY, SC 29560

NEW VARIABLE WIDTH INGRESS/EGRESS EASEMENT "B" AREA = 1.517 ACRES (66,066 SQ.FT.)

NOTES:

1. ALL PROPERTY CORNER LOCATIONS ARE APPROXIMATE.
2. THIS MAP WAS COMPILED FROM SURVEY FOR DIVISION 1, HOSPITAL, PUMP STATION, FORCE MAIN AND 12-INCH WATER MAIN - LAKE CITY BY US AND PROPERTY SURVEYS WERE PERFORMED.
3. 2021 EDITION OF WILLIAMSBURG COUNTY MAP NUMBER 45-194-004.
4. SUBDIVISION PLAT OF TMS 45-194-004 BY FORSBERG ENGINEERING AND SURVEYING, INC. DATED SEPTEMBER 15, 2020 AND LAST REVISED 9/28/20.

ACROSS THE PROPERTY OF HEALTH LIMITED PARTNERSHIP &
WILLIAMSBURG COUNTY

JUNE 7, 2021

AECOM
101 Research Drive
Columbia, SC 29203
803.254.4400 tel 803.771.6676 fax
www.aecom.com

HEALTH ENTERPRISES, LLC
NEAR LAKE CITY, SC

GRAPHIC SCALE: 1"=100'
0' 50' 100' 200'

EXHIBIT "A1"

COPYRIGHT NOTICE
THIS DRAWING IS THE PROPERTY OF AECOM AND IS NOT TO BE
REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY
MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING,
RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL
SYSTEMS, WITHOUT THE WRITTEN PERMISSION OF AECOM.
HEREIN AND IS NOT TO BE USED ON ANY OTHER PROJECT.

