

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF CHARLESTON )

GRANT OF PERPETUAL  
EASEMENT

WHEREAS THE COMMISSIONERS OF PUBLIC WORKS OF THE TOWN OF MOUNT PLEASANT, SOUTH CAROLINA, also known as the MOUNT PLEASANT WATERWORKS (hereinafter called the Commission) is a body politic and corporate under the laws of the State of South Carolina and requires the easements hereinafter described and granted in connection with the construction of water distribution and sewage collection, treatment and disposal facilities; and

WHEREAS \_\_\_\_\_  
(hereinafter called the Grantor) is minded to grant such easement to the Commission for the consideration and upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the Grantor, in consideration of the sum of \$\_\_\_\_\_ to him in hand paid for the perpetual easement granted hereunder, at and before the sealing and delivery of these presents, by the Commission, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released and by these presents does grant, bargain, sell and release unto the Commission, its successors and assigns forever, the following easement:

1. An exclusive perpetual easement for the construction, location, installation, operation, maintenance, repair and replacement of one or more underground sewer lines and/or one or more underground water lines over, under and upon the following described property:

See attached Exhibit A.

BEING a portion of the premises conveyed to \_\_\_\_\_ by deed of \_\_\_\_\_ dated \_\_\_\_\_ and recorded \_\_\_\_\_, in Book \_\_\_\_\_, Page \_\_\_\_\_ in the RMC Office for Charleston County.

TMS # \_\_\_\_\_

TOGETHER with the right of ingress thereto and egress therefrom over and upon the remaining property of the Grantor.

IT IS UNDERSTOOD AND AGREED that the easement above described is granted and accepted upon the following terms and conditions, to wit:

(a) The grantor will make no use of the area occupied by said easement which is inconsistent with the uses and the purposes for which the easement has been granted, and without limiting the generality of this provision, the Grantor agrees that no permanent structures such as buildings, sheds and other structures shall be placed upon the easement area at any time. In addition, the Grantor will not grant additional easements over, under, or upon the easement area without prior written consent of the Commission and will not alter or modify the finished contours or physical makeup of the easement area, either by the placement or removal of materials, without the prior written consent of the Commission.

(b) The Commission agrees that, if it becomes necessary in the future to disturb the surface in order to effect maintenance, repair or replacement, it will promptly restore the surface, to the extent practicable, including leveling the surface and reseeded the grass; but nothing herein contained shall be construed to require the Commission to replace any shrubbery or trees.

TO HAVE AND TO HOLD, all and singular, the easement rights and privileges above described unto the COMMISSIONERS OF PUBLIC WORKS OF THE TOWN OF MOUNT PLEASANT, SOUTH CAROLINA, its successors and assigns.

And the Grantor does hereby bind himself and his successors, heirs, administrators and executors to warrant and forever defend all and singular the said premises unto the said Commissioners of Public Works of the Town of Mount Pleasant, South Carolina, its successors and assigns against him and his successors, heirs, administrators and executors and against every person whomsoever lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, the Grantor has hereunto set his Hand and Seal, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

WITNESS: \_\_\_\_\_(SEAL)  
\_\_\_\_\_  
BY: \_\_\_\_\_  
\_\_\_\_\_  
ITS: \_\_\_\_\_

STATE OF SOUTH CAROLINA )  
) ACKNOWLEDGEMENT  
COUNTY OF CHARLESTON )

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

Witness my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
Notary Public for \_\_\_\_\_  
My commission expires: \_\_\_\_\_