

STATE OF SOUTH CAROLINA)
)
COUNTY OF (DORCHESTER/BERKELEY))

GRANT OF EASEMENT - SEWER

WHEREAS, THE COMMISSIONERS OF PUBLIC WORKS OF THE TOWN OF SUMMERVILLE, SOUTH CAROLINA, (hereinafter called "SCPW"), requires the easement hereinafter described and granted in connection with the construction of a sanitary sewer line in conjunction with upgrading the SCPW's sewer service area.

Whereas _____, (hereinafter called the "Grantor") is minded to grant such easement to SCPW 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 FIVE DOLLARS (\$5.00) to the Grantor in hand paid for the perpetual easement granted hereunder, at and before the sealing and delivery of these presents by SCPW, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released and by these presents does grant, bargain, sell and release unto SCPW, its successors and assigns forever, the following easement:

A perpetual easement for the construction, location, installation, operation, maintenance, repair and replacement of sanitary sewer line, and/or access to any existing sanitary sewer line, with necessary manholes, collection lines, fittings, controls and devices, over, under and upon the following described property:

All that certain piece, parcel or strip of land, situate, lying in or near the Town of Summerville, County of _____, State of South Carolina, shown and designated as a ___' wide sewer easements and general utility easements of varying lengths over the lands of the Grantor as more fully shown on the plat entitled "_____" made by _____, of _____ on _____ and recorded in the offices of the Berkeley/Dorchester ROD in Book _____, Page _____.

Said property (TMS # _____) being the same property conveyed to _____ by deed of _____, which is recorded in the RMC/ROD Office for _____ County in Book _____, Page _____.

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

(a) The Grantor will make no use of the area occupied by the 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 described above at any time.

(b) SCPW agrees that in the event it becomes necessary in the future to disturb the surface in order to affect maintenance, repair or replacement, it will thereafter restore the surface to the extent practicable, including leveling the surface and reseeding the grass; but nothing herein contained shall be construed to require SCPW to replace any shrubbery or trees.

(c) The Grantor represents that the property above described is owned by the Grantor, free and clear of all liens and encumbrances, except for the lien of taxes not yet due and payable.

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 SUMMERVILLE, SOUTH CAROLINA its successors and assigns.

And, the Grantor does hereby bind it/his/her and its/her/his heirs, successors, administrators and assigns to warrant and forever defend all and singular the said premises unto THE COMMISSIONERS OF PUBLIC WORKS OF THE TOWN OF SUMMERVILLE, SOUTH CAROLINA its successors and assigns, against it and its heirs, successors and assigns and against every person whomsoever lawfully claiming, or to claim, the same or any part thereof.

IN WITNESS WHEREOF, the Grantor has hereunto set forth its/his/her Hand and Seal this _____ day of _____, 20__.

(Company/Corporate Name, if applicable)

By: _____

Grantor (Print Name Below Signature)

Title:

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

_____ (Witness Signature Here and Name Printed Below)

Witness #1

_____ (Witness Signature Here and Name Printed Below)

Witness #2

