

STATE OF SOUTH CAROLINA)
) GRANT OF BLANKET EASEMENT – WATER AND SEWER
 COUNTY OF DORCHESTER)

WHEREAS, THE COMMISSIONERS OF PUBLIC WORKS OF THE TOWN OF SUMMERVILLE, SOUTH CAROLINA, (hereinafter called "SCPW"), requires the blanket easement hereinafter described and granted in connection with the maintenance and operation of existing of potable water and sanitary sewer lines and construction of any future water and sewer systems necessary to enhance the overall public systems.

Whereas _____, (hereinafter called the "Grantor") is minded to grant such blanket 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 blanket 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 blanket easement:

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

Said permanent blanket easement lies in, over and along that certain piece, parcel or strip of land owned by the Grantor, situate, lying in or near the intersection of Berlin G. Myers Parkway and Highway 78 and the Town of Summerville, County of _____, State of South Carolina.

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 any future construction shall not interfere with existing structures or uses of the premises and should it be necessary to relocate any facilities not currently installed on the site to facilitate site improvements by the Grantor the relocations will be performed at the expense of SCPW.

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

(d) 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

STATE OF _____)
)
COUNTY OF _____)

ACKNOWLEDGMENT

I, _____ do hereby certify that _____
(Print Name of Notary) (Print Name of Person Signing the Document)
personally appeared before me on this day and acknowledged the due execution of this foregoing instrument.

Witness my hand and official seal this _____ day of _____, 20____.

(Notary Signature Here and Name Printed Below)

Notary for _____

My Commission Expires: _____

[SEAL]