

a plat entitled "{Insert Name of Plat}" by INSERT NAME OF LICENSED LAND SURVEYOR P.L.S. No. XXXX of Name of Company dated Month, Day Year and last revised Month, Day Year and recorded in Plat Book _____ at page _____ in the Office of the Register of Deeds for {County Name} County, South Carolina. Said strip of land has such size, shape, dimensions, buttings and boundings, courses and distances as will by reference to said plat more fully appear. The permanent right-of-way and utility easement is hereinafter referred to as "Permanent Easement."

Together with the right by the Grantee to lay, construct, locate, install, operate, maintain, inspect, repair, relocate and replace underground water lines and underground sewer lines with necessary valves, valve boxes, meters, fittings, manholes, service lines, controls, devices, equipment, fire hydrants and other usual appurtenances within the Permanent Easement.

TOGETHER with all the rights and privileges necessary or convenient for the full enjoyment or use thereof.

It is further agreed that:

- (1) The Grantee will have the right of ingress, egress, and access to and from the Permanent Easement across and upon such lands of the Grantor(s) as may be necessary or convenient for purposes connected with said Permanent Easement.
- (2) The Grantee shall have the right from time to time to trim, cut or remove trees, underbrush and other obstructions that are over, under or upon the Permanent Easement.

- (3) The Grantor(s) and his/her/its/their heirs, successors and assigns will have full use of the surface area of the Permanent Easement, provided, however, that neither Grantor(s) nor his/her/its/or their heirs, successors or assigns shall construct, build or place any permanent structure, or portion thereof, within, above, below or over the surface of the Permanent Easement or place fill material, including, without limitation, soil, dirt, sand, rock, debris or any other material elevating the grade greater than a height of 6-inches above the surface of the Permanent Easement, or cut any existing material from the surface of the Permanent Easement, it being the purpose of the Grantee to (i) protect the integrity of the said utility lines which will be located below the surface, and (ii) to allow quick and ready access to the utility lines to facilitate maintenance and repairs.
- (4) The Grantee agrees that upon completion of construction, the surface of any unpaved portions of the Permanent Easement which are highland that are disturbed by construction or maintenance will be regraded and replanted with grass. Any standard asphalt or concrete pavement damaged by construction or maintenance will be repaired by the Grantee. The Grantee will repair or replace damaged pavement with standard, readily available asphalt or concrete materials only. Decorative pavers, pervious pavement or other atypical asphalt or concrete materials utilized over the surface of the Permanent Easement shall be the responsibility of the Grantor(s) and his/her/its/their heirs, successors or assigns for repair and/or replacement.
- The surface of any unpaved portions of the Permanent Easement which are

wetlands or marsh that are disturbed by construction or maintenance, if any, will be restored in accordance with the permits issued by the authority or authorities having jurisdiction over said wetlands or marsh.

- (5) The Permanent Easement will run with the land and continue to exist so long as it is used for utility purposes. In the event the Grantee should determine to abandon its rights in the Permanent Easement, written notice will be given to the then owners of the property subject to the Permanent Easement stating that the Grantee has given up all rights in the Permanent Easement.
- (6) The Permanent Easement granted herein is for a commercial purpose and may be transferred and assigned by the Grantee and its successors and assigns.
- (7) The agreements contained herein shall be binding upon the Grantee and Grantor(s) and their respective heirs, successors and assigns.

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

IN WITNESS WHEREOF, the undersigned have set their hands and seals this ____ day of _____ 2_____.

[Signature pages follow]

