



garbage, or any type of personal property which may interfere in any way with or endanger the [water line / sewer line], the Facilities or Grantee's rights under this Easement provided, however, Grantor may pave over the Easement Area in connection with the construction of a parking lot (if such paving does not interfere with the rights given to Grantee hereunder); and (iii) a temporary construction easement [10 feet] in width extending outward from the far side of each outer boundary of the Easement Area, which temporary construction easement shall automatically terminate immediately upon issuance of permit to operate by SC DHEC.

The "Easement Area" is that certain strip of land shown as "easement label as shown on exhibit" on that certain plat of survey by Surveyor Name, Registered Land Surveyor No. xxxxx, designated "Name of Exhibit", dated Month xx, 20xx (the "Plat") and more particularly described by metes and bounds description attached hereto as **Exhibit B**. A copy of the Plat is also attached hereto as a part of **Exhibit B**. Nothing herein is designed or intended to give Grantee any right, property or interest in or to the storm drainage easements or infrastructure depicted on the Plat.

2. Covenants and Certifications of Grantor. Grantor hereby covenants to Grantee that (i) to Grantor's knowledge, it is lawfully seized and presently possessed of both the Servient Estate and the Easement Area, (ii) it has a good and lawful right to convey the rights granted to Grantee under this Easement, (iii) both the Servient Estate and the Easement Area are free from encumbrances except for encumbrances and restrictions of record and such other matters as are set forth in this Easement Agreement, (iv) Grantor does hereby bind the Grantor and the Grantor's successors and assigns to warrant and forever defend all and singular the Servient Estate and the Easement Area unto Grantee, and Grantee's successors and assigns, against Grantor and Grantor's successors lawfully claiming, or to claim the same, or any part thereof, but against no others, and (v) Grantor has not done or suffered anything whereby the Servient Estate and the Easement Area have been encumbered by Grantor, except as disclosed in this Easement Agreement.

3. Reservation by Grantor. Subject to the rights of Grantee hereunder, Grantor reserves the right to use the Easement Area for any purposes not inconsistent with or detrimental to Grantee's rights under this Easement; provided, however, no buildings or similar structures may be constructed on or within the Easement Area.

4. Covenants and Duties of Grantee. Grantee agrees to: 1) restore all areas within the Easement Area that are disturbed as a result of construction or maintenance activities to a manageable condition, including grading such areas to a smooth surface free of ruts, with uniform slope to prevent ponding, but such restoration shall not be required to result in adequate compaction for paving or require repair and / or replacement of areas that may be paved after installation of [water line / sewer line] and other related facilities; and 2) comply with all applicable federal, state and other governmental laws and regulations regarding wetlands, hazardous materials, endangered species, navigable streams, and potential burial and other archaeological sites (collectively, the "Applicable Laws") in the installation and maintenance of the [water line / sewer line].

5. Miscellaneous.

(a) Binding Effect. The rights granted herein shall be non-exclusive and shall run with title to the Servient Estate, and shall be binding upon and inure to the benefit of and be enforceable by the heirs, legal representatives, successors and assigns of Grantor and Grantee.

(b) Remedies; Attorneys' Fees. If Grantor or Grantee breaches any of its obligations under this Easement, the non-breaching parties will have available to them all remedies available at law or equity, including the right to recover reasonable costs and expenses of suit, including, without limitation, reasonable attorneys' fees.

(c) Severability. The invalidity of any one of the covenants, agreements, conditions or provisions of this Easement or any portion thereof shall not affect the remaining portions thereof and this Easement shall be construed as if such covenant, agreement, condition or provision had not been inserted herein.

(d) Entire Agreement. This Easement constitutes the entire agreement and understanding between Grantor and Grantee relating to the subject matter hereof and may not be amended, waived or discharged, except by instrument in writing executed by the party against which enforcement of such amendment, waiver or discharge is sought.

(e) Authority. Each party hereto represents and warrants to the other parties that the execution of this Easement and any other documents required or necessary to be executed pursuant to the provisions hereof are valid, binding obligations and are enforceable in accordance with their terms.

IN WITNESS WHEREOF, Grantor and Grantee have caused this Easement to be executed and delivered by their respective undersigned officer(s) and/or representative(s), they being duly authorized, effective as of the date first above written.

Signed, sealed and delivered  
in the presence of:

**GRANTOR:**

[Insert appropriate signature block]

\_\_\_\_\_  
Witness #1

By: \_\_\_\_\_

\_\_\_\_\_  
Witness #2

Its: \_\_\_\_\_

State of South Carolina  
County of \_\_\_\_\_

**ACKNOWLEDGEMENT**

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally appeared \_\_\_\_\_, who provided satisfactory evidence of his/her identification to be the person whose name is subscribed to this instrument and s/he acknowledged that s/he executed the foregoing instrument by his/her signature here.

\_\_\_\_\_  
*Document Holder's Signature*

Sworn to (or affirmed) and subscribed before me this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
*Official Signature of Notary*

(Official Seal)

\_\_\_\_\_, Notary Public  
*Notary's printed or typed name*

\_\_\_\_\_ County, South Carolina  
My commission expires: \_\_\_\_\_

Signed, sealed and delivered  
in the presence of:

**GRANTEE:**

**LANCASTER COUNTY WATER AND  
SEWER DISTRICT**

\_\_\_\_\_  
Witness #1

By: \_\_\_\_\_  
Bradley H. Bucy, Manager

\_\_\_\_\_  
Witness #2

State of South Carolina  
County of Lancaster

**ACKNOWLEDGEMENT**

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally appeared Bradley H. Bucy, who provided satisfactory evidence of his/her identification to be the person whose name is subscribed to this instrument and s/he acknowledged that s/he executed the foregoing instrument by his/her signature here.

\_\_\_\_\_  
*Bradley H. Bucy*

Sworn to (or affirmed) and subscribed before me this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

(Official Seal)

\_\_\_\_\_  
*Official Signature of Notary*

\_\_\_\_\_, Notary Public  
*Notary's printed or typed name*

Lancaster County, South Carolina  
My commission expires: \_\_\_\_\_

**EXHIBIT A**

**Description/Depiction of the Servient Estate**

[Description/Depiction of entirety of Grantor's Property]

**EXHIBIT B**

**Description / Depiction of Easement Area**