

STATE OF SOUTH CAROLINA) GRANT OF EASEMENT FOR WATER
) AND/OR SEWER IMPROVEMENTS
COUNTY OF BEAUFORT)

THIS Grant of Easement is executed this ___ day of _____, 20____, by and between _____ (hereinafter referred to as “Grantor”) and the HILTON HEAD NO. 1 PUBLIC SERVICE DISTRICT, a South Carolina special purpose district, (hereinafter called “Grantee”).

WITNESSETH:

WHEREAS, Granter owns fee simple title to the land described as _____ (the “Property”) situated in the County of Beaufort, State of South Carolina, and shown more particularly on that certain plat or plats entitled _____, dated _____, prepared by _____ as recorded in the Office of the R.O.D. of Beaufort County, Plat Slide _____, Plat _____ (“Plat” or “Plats”);

NOW, THEREFORE, for the sum of One Dollar (\$1.00) and the mutual covenants and obligations set forth herein, the adequacy and receipt of which are hereby acknowledged, Grantor hereby agrees as follows:

1. Grantor hereby grants and conveys to Grantee, its successors and assigns, the following easements (check all that apply below) as shown on attached exhibit prepared by _____, or on Record Drawings prepared by _____:

- Water and sewer service laterals and force mains shall have a twenty (20) foot easement centered on the pipe;

- Water mains, gravity sewers (less than ten (10) feet deep) and facility access roads shall have a twenty (20) foot easement centered on the applicable pipe or road;

- Gravity sewers greater than ten (10) feet deep shall have a thirty (30) foot easement centered on the pipe;

- Low pressure sewer mains, under special circumstances, may have a ten (10) foot easement centered on the pipe.

together with the right, from time to time to enter upon the Property to operate and perpetually maintain, parallel, repair, replace and upgrade the Water and/or Sewer Improvements within such easements and to construct any other facilities that may eventually be required by Grantee for the provision of water and/or sewer services or other related services, together with the right of ingress, egress and access to and from such

easements and rights-of-ways across and upon lands of Grantor as may be necessary or convenient for the purposes connected therewith.

2. In addition to the other rights granted herein, Grantee, its successors and assigns, shall have the right to enter the Property from time to time to trim, cut, or remove trees, underbrush, structures and other obstructions that are located over, under, or through the easements.

3. Except where clearly shown on relevant plans or plats approved by Grantee or where approved by express written permission of Grantee, Grantor shall not allow any improvements or other obstructions to be placed within or upon Grantee's easements. Upon request by Grantee, Grantor shall promptly remove any unapproved obstructions placed in the easements granted herein or reimburse Grantee for Grantee's reasonable cost in removing such obstructions. To the extent otherwise consistent with the Grantee's use of its easements as defined above, the planting of grass, small shrubs and other plant material shall be permitted within the easements, but not for those easements that comprise access roads, with the express provision that:

- a. In no event shall any Grantor plant or allow to be planted any bamboo or large trees (oak, pine, gum, ash, sycamore, poplar, elm, pecan, hickory, maple, cypress, tupelo, or similarly-sized trees) in Grantee's easements.
- b. Grantor shall not plant any shrubbery or other plantings in any location that hinders access to Grantee's manholes, pumps, valves and similar ground-level or above ground Water and Sewer Improvements;
- c. Grantee shall have no obligation to replace, replant or compensate Grantor for shrubbery, plantings, irrigation equipment, lighting or electrical equipment, landscaping or other items or obstructions located within Grantee's easements that are removed, damaged or destroyed by Grantee's activities.

4. Grantor will reimburse Grantee for Grantee's reasonable and necessary costs of enforcing the easements granted herein, including attorneys' fees and costs and will hold Grantee harmless from all claims arising out of Grantor's activities on the Property.

5. This document represents the entire agreement between the parties related to easements on the Property and all other agreements or understandings are withdrawn.

6. This easement grant is conveyed subject to all other easements, licenses, and Conveyances of record and is subject to the rights herein reserved by Grantor, its successors, heirs and assigns, to utilize Grantor's property at any time, in any manner, and for any purpose, provided, however that such use by Grantor shall not be inconsistent with nor prevent full utilization by Grantee of the rights and privileges granted herein.

7. Grantee shall restore any other part of Grantor's property which may be

Damaged as a result of Grantee's exercise of the rights granted hereunder to its pre-existing state.

The words "Grantor" and "Grantee" shall include their heirs, executors, administrators, successors, and assigns as the case may be.

