STATE OF SOUTH CAROLINA)

)   **GENERAL UTILITY EASEMENT**

COUNTY OF _____)

FOR AND IN CONSIDERATION of $1.00 and other valid consideration, the receipt and sufficiency of which is hereby acknowledged, _____ ("Grantor") does hereby grant and convey unto the **Greer Commission of Public Works**, a body politic under the laws of South Carolina ("Grantee"), its successor, assigns and licensees, the right, privilege and easement to enter and re-enter at any time and to install, dig, build, erect, maintain, repair, rebuild, replace, operate, and patrol one or more water pipelines, sewer pipelines, natural gas pipelines, regulator and/or metering stations, and/or electric power distribution lines, aboveground or underground, including the right to erect poles and other distribution line structures, wires, cable and any necessary appurtenances for the proper provision of water, sewer, gas, or electricity, electronic information, data, and communications; the right to clear the easement area and keep it clear of brushes, trees, structures, personal property and fire hazards; and the right to trim and or remove trees, if any, located beyond the limits of the easement area, but which interfere with the Easement; the above described rights being incident to performance by the Grantee as the operator of its public utilities systems, being _____ feet wide and approximately _____linear feet on such route as is set forth and described as _____ on the _____ attached **Exhibit A** on property owned by Grantor evidenced by a deed recorded in the Register of Deed's Office in Book _____, Page _____ bearing Tax Map No._____ , in _____ County, South Carolina.

In addition to a permanent easement, there is also granted a temporary construction easement for use in installing the utility piping, and/or electric power distribution lines and related appurtenances, which is marked and described on **Exhibit A**. The temporary easement shall allow Grantee the right to remove such trees, underbrush, structures, and other obstructions, upon said temporary easement during installation of the utility piping and/or electric power distribution lines and related appurtenances. The temporary construction easement shall terminate upon the earlier of completion of the construction work on the property or two (2) years from the date of this Easement agreement.

To have and to hold the same unto the Grantee, its successors and assigns forever, together with any and all rights normally incident thereto, and particularly the right of ingress and egress thereto from time to time as necessary for installation, construction, reconstruction, enlargement and/or maintenance. Insofar as possible, upon completion of these activities, the affected area(s) shall be leveled, graded, reseeded, and restored to substantially the same condition as existed prior to commencement of this work, all at the expense of the Grantee.

And the Grantor hereby represents that said premises are owned by the undersigned in fee and are not subject to any mortgage or lien whatsoever, except as follows: _____ the holder of such encumbrance(s), by joining in the execution hereof, hereby waive(s) in favor of and subordinates to the rights hereby granted.

Grantor covenants and warrants that he is the sole owner in fee simple absolute of the subject property, subject to any lien(s) set forth above. Further, Grantor covenants and warrants that Grantor will not transfer, alienate, devise, encumber, or otherwise affect title to the subject property above for a period of ten (10) days from the date of this Easement, which will allow the Grantee time to have this Easement and plat recorded in the Register of Deeds for County, South Carolina.

The Grantor shall have the right to use the above-described strip for purposes not inconsistent with Grantee's full enjoyment of the rights hereby granted, provided that the Grantor shall not erect or construct any building or other structure thereon; maintain or permit any underground or aboveground system of piping, poles or wiring within such strip; make any use of the facilities installed, buried, erected, or constructed thereon; or drill or operate any well or septic system within such strip, without the express written permission of the Grantee. No use shall be made of the said strip of land that would, in the opinion of the Grantee, injure, endanger, or render inaccessible the utility piping, and/or electric power distribution lines and related appurtenances.

The Grantor and Grantee, as evidenced by their execution and acceptance hereof, have made the following special agreement in connection herewith:_____.

All rights and privileges, obligations and liabilities created by this instrument shall inure to the benefit of, and be binding upon the heirs, designees, administrators, executors, successors and assigns of the parties hereto.

IN WITNESS WHEREOF these presents have been duly executed under seal by the Grantor on this the day of _____, 20_____.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

_____
                Grantor Name

_____
Witness 1   By:_____

_____   Date:_____
Witness 2

_____ (if multiple owners)
                Grantor Name

_____
Witness 1   By:_____

_____   Date:_____
Witness 2

For Individuals

STATE OF SOUTH CAROLINA   )
)   ACKNOWLEDGMENT
COUNTY OF_____   )

The foregoing instrument was acknowledged before me this _____day of _____20_____ , by _____(name of individual grantor (s)).

_____
Notary Public for _____
My Commission expires _____

For Corporations and Partnerships

STATE OF _____)

)   **ACKNOWLEDGEMENT**

COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____ 20_____,
by_____ (name of officer) of_____ (name of entity acknowledging),
a _____ (state of entity and type of entity) on behalf of the _____ (type of
entity).

_____

Notary Public for _____
My Commission expires _____

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

                             _____
                                      Lienholder Name

_____

Witness 1   By:_____

                                     Date:_____

_____

Witness 2

For Lienholder:

STATE OF _____)
)   **ACKNOWLEDGEMENT**
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____ 20_____,
by_____ (name of officer or agent, title of officer or agent)
of_____ (name of entity acknowledging) on behalf of the entity.

_____
Notary Public for _____
 My Commission expires _____