

STATE OF SOUTH CAROLINA) GRANT OF EASEMENT AND
) BILL OF SALE FOR WATER AND
COUNTY OF BEAUFORT) SEWER IMPROVEMENTS

THIS Grant of Easement and Bill of Sale for Water and Sewer Improvements is executed this ____ day of _____, 20__, by and between _____ (hereinafter called "Grantor") and the HILTON HEAD No. 1 PUBLIC SERVICE DISTRICT, a South Carolina special purpose district, (hereinafter called "Grantee").

WITNESSETH:

WHEREAS, Grantor 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"); and

WHEREAS, Grantor has agreed to convey to Grantee title to all water and sewer improvements shown more particularly on the as-built plans attached hereto as EXHIBIT A and associated easements over and across the Property necessary to provide water and sewer services.

NOW, THEREFORE, for the sum of One Dollar (\$1.00) received and other good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, Grantor hereby agrees as follows:

1. Grantor hereby grants, bargains and conveys unto Grantee, its successors and assigns, all water and sewer improvements serving the Property including various service lines, manholes, hydrants, valves, meters, pump stations, communication equipment and other usual fixtures and appurtenances for the provision of water and sewer services (the "Water and Sewer Improvements") as shown more particularly on the as-built plans attached hereto as EXHIBIT A.

2. Grantor hereby grants and conveys to Grantee, its successors and assigns, the following easements:

- a. Water and sewer service laterals and force mains shall have a twenty (20) foot easement centered on the pipe;
- b. 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;
- c. Gravity sewers greater than ten (10) feet deep shall have a thirty (30) 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 Sewer Improvements within such

easements and to construct any other facilities that may eventually be required by Grantee for the provision of water and sewer services or other related services, together with the right of ingress, egress, and access to and from such easements and rights-of-way across and upon lands of Grantor as may be necessary or convenient for the purposes connected therewith.

3. 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.

4. 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.

5. To the extent of any inaccuracy or discrepancy between the as-built plans in EXHIBIT A and the actual location of the Water and Sewer Improvements, the easements conveyed hereunder will apply both to the locations of the Water and Sewer Improvements as listed on EXHIBIT A and to the locations where the Water and Sewer Improvements are actually installed.

6. 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.

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

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

