

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF COUNTY )

EASEMENT NO. ###

THIS EASEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
(the "Effective Date), by and between the State of South Carolina, Department of Administration, as Grantor  
(hereinafter "STATE"), and **APPLICANT** as Grantee (hereinafter "GRANTEE").

**WITNESSETH**

WHEREAS, GRANTEE is a **UTILITY COMPANY**, and GRANTEE's mailing address is **ADDRESS**;  
and

WHEREAS, GRANTEE proposes to **DESCRIPTION1** in **COUNTY** County, South Carolina. The  
**DESCRIPTION2** and easement are more particularly shown and delineated on a drawing prepared by  
**SURVEYOR/FIRM**, dated **DATE**, attached hereto and incorporated herein.

WHEREAS, pursuant to §§1-11-80 and 1-11-100 of the South Carolina Code of Laws, 1976, as  
amended, the STATE is empowered to grant certain rights-of-way or easements through and over riverbeds  
and marshlands for construction, installation, operation, and maintenance of power lines, pipe lines, water  
and sewer lines over, on or under such vacant lands or marshlands as are owned by the STATE; and

WHEREAS, GRANTEE is desirous of obtaining the hereinafter-described easement through and  
over riverbeds and marshlands in **COUNTY** County, and the STATE considers the granting of such an  
easement to be in the public interest.

NOW, THEREFORE, the STATE as Grantor, in consideration of the sum of **AMOUNT** DOLLARS  
(\$###.00), receipt of which is hereby acknowledged, does hereby grant, remise, and release unto  
GRANTEE a right-of-way easement in, to, upon and over the below described portion of riverbed and  
marshland; such riverbed and marshland situate in **COUNTY** County and lying below the mean high water  
line.

This easement of right-of-way shall be used solely for the purpose incidental with the construction, installation, operation and maintenance of the **DESCRIPTION2**. The easement area is more particularly described as follows:

**LEGAL DESCRIPTION**

The easement area is more particularly shown and delineated on a drawing prepared by **SURVEYOR/FIRM**, dated **DATE**, attached hereto and incorporated herein.

This easement of right-of-way is subject to all easements and rights-of-way of record or which may be revealed by inspection of the property and extends only to the STATE's prima facie ownership.

The vertical clearance of all electrical wire, conductors, cables and live parts of equipment across all navigable waters and/or waters of the State of South Carolina shall be constructed in accordance with National Electric Safety Code (ANSI-C2-1981) Part 2, Section 23, as amended.

GRANTEE hereby agrees and covenants with the STATE that GRANTEE shall not block or obstruct navigable waters or cause unreasonable adverse impact on fish, wildlife, or water quality in its use of the easement area. GRANTEE shall use the easement area solely for the purpose incidental with the construction, installation, operation, and maintenance of said **DESCRIPTION2** and shall maintain such easement area and **DESCRIPTION2** in good condition.

GRANTEE further agrees that this easement is being granted for GRANTEE's use only. GRANTEE further agrees that this easement shall not be transferred or assigned without the prior approval of the State reviewing authority. In accordance with the foregoing, the STATE will not unreasonably restrain or obstruct the reviewing authority's review of the transfer or assignment of this easement.

GRANTEE further agrees and covenants that GRANTEE shall indemnify and hold harmless the STATE from and against any and all liabilities, claims, causes of action and expenses including, but not limited to, reasonable costs of attorney fees, resulting from bodily injury or death to any person or persons or damage to any property at any time that arises from or is incident to the construction, installation, operation, maintenance, or use of the easement granted herein.

In the event of maintenance, after construction, affecting the bed of the waterway, the South Carolina Department of Health and Environmental Control shall be notified in writing prior thereto.

GRANTEE will comply with and be bound by any and all applicable State statutes, regulations, and terms and conditions of any permits or agreements concerning this project and any and all lands and waters involved therewith.

This easement may be terminated by the STATE, in its discretion and such interests as the STATE may have shall revert to the STATE if GRANTEE: (1) quits and abandons all use of such **DESCRIPTION2** in which case this easement of right-of-way shall terminate thirty (30) days after the date of such abandonment; or (2) continues an uncorrected violation or breach of any of the terms and conditions herein.

Unless earlier terminated, this easement shall continue in force only for a period of fifty (50) years from the date of this easement, at which time it shall cease.

It is further understood and agreed that this easement is not to be construed as an easement granted to the exclusion of the STATE or to others later granted a similar right. This easement is subject to all easements, permits, restrictions and covenants of record, or of plats of record, or which may be revealed upon inspection of the property.

IN WITNESS WHEREOF and in accordance with the South Carolina Code of Laws, the STATE and GRANTEE have executed this Easement by their duly authorized representatives as of the date first above written.

**[Separate signature pages are attached hereto.]**

**SIGNATURE PAGE**

DEPARTMENT OF ADMINISTRATION,  
GRANTOR

\_\_\_\_\_  
(1st Witness)

\_\_\_\_\_  
Marcia S. Adams  
Executive Director  
Department of Administration

\_\_\_\_\_  
(2nd Witness)

STATE OF SOUTH CAROLINA )  
  )  
COUNTY OF RICHLAND        )

**ACKNOWLEDGEMENT**

I, \_\_\_\_\_, Notary Public for the State of South Carolina do hereby certify that the above-named Grantor, Department of Administration, by Marcia S. Adams, its Executive Director, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
(Official Signature of Notary)

Notary Public for \_\_\_\_\_ County, South Carolina

My Commission Expires: \_\_\_\_\_  
(Official Seal)

**S.C. ATTORNEY GENERAL'S APPROVAL**

In accordance with the South Carolina Code of Laws §1-11-100, approval is hereby given by the Office of the Attorney General this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

BY: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title:                 Assistant Attorney General

**SIGNATURE PAGE**

This Easement was approved by the State Fiscal Accountability Authority at its meeting held on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

STATE OF SOUTH CAROLINA

\_\_\_\_\_  
(1st Witness)

BY: \_\_\_\_\_  
Governor Henry McMaster  
Chair, State Fiscal Accountability Authority

\_\_\_\_\_  
(2nd Witness)

STATE OF SOUTH CAROLINA )  
  )  
COUNTY OF RICHLAND        )

ACKNOWLEDGEMENT

I, \_\_\_\_\_, Notary Public for the State of South Carolina do hereby certify that the above-named State of South Carolina, State Fiscal Accountability Authority, by Governor Henry McMaster, its Chair, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
(Official Signature of Notary)

Notary Public for \_\_\_\_\_ County, South Carolina

My Commission Expires: \_\_\_\_\_  
(Official Seal)

**SIGNATURE PAGE**

**APPLICANT  
GRANTEE**

\_\_\_\_\_  
*(1st Witness)*

BY: \_\_\_\_\_

\_\_\_\_\_  
*(2nd Witness)*

(Print) \_\_\_\_\_

TITLE: \_\_\_\_\_

STATE OF SOUTH CAROLINA )  
  )  
COUNTY OF **COUNTY**            )

ACKNOWLEDGEMENT

I, \_\_\_\_\_, Notary Public for the State of South Carolina do hereby certify that the above-named Grantee, \_\_\_\_\_, by \_\_\_\_\_ *(name)* its \_\_\_\_\_ *(title)* personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
*(Official Signature of Notary)*

Notary Public for \_\_\_\_\_ County, South Carolina

My Commission Expires: \_\_\_\_\_  
*(Official Seal)*