

STATE OF SOUTH CAROLINA) **EXCLUSIVE STORM**
) **WATER DRAINAGE**
) **EASEMENTS**
COUNTY OF) **CITY OF CHARLESTON**

This Agreement is made and entered into this _____ day of _____ 20____, by and between the City of Charleston, a Municipal Corporation organized and existing pursuant to the laws of the State of South Carolina (herein the “City”), and _____ (herein the “Owner”).

WHEREAS, THE CITY OF CHARLESTON, is desirous of maintaining storm water drainage ditches and appurtenances (“Storm Water System”) across a _____ property identified by and designated as _____ County tax map number _____ and to accomplish this objective, the City must obtain certain easements from the Owner permitting the maintenance of the Storm Water System through the referenced _____ the Owner’s property as hereinafter described; and

WHEREAS, the undersigned Owner of the property is desirous of cooperating with the City and is minded to grant unto it certain permanent and exclusive storm water drainage easements in and to the property necessary therefor.

NOW, THEREFORE, in consideration of the foregoing and the benefits to be derived by the drainage improvements to the property, the Owner has granted, bargained, sold, released and conveyed by these present and does grant, bargain, sell, release and convey unto the City of Charleston all of those certain New City of Charleston Drainage Easements (or D.E.) as such are identified on the above referenced _____ property and which are more fully shown on that certain plat entitled;

“
Prepared and executed by _____ dated _____,
revised on _____, and recorded on _____ in Plat
Book _____ at Page _____ in the _____ Office for _____, South Carolina (herein the “Plat”).
A copy of said plat is attached heretofore as “Exhibit A” and incorporated herein.

SAID EXCLUSIVE STORM WATER DRAINAGE EASEMENTS having such size, shape, location, and butting and bounding as shown on said Plat, reference to which is hereby made for a more complete description.

The City shall at all times have the right of ingress and egress to the land affected by the said Exclusive and Permanent Storm Water Drainage Easements for purposes of periodic inspection, maintenance, repair and replacement of the Storm Water System. These Exclusive and Permanent Storm Water Drainage Easements shall be commercial in nature and shall run with the land.

The City has no obligation to repair, replace or to compensate the Owner for trees, plants, grass, shrubs or other elements damaged or destroyed within the confines of these Exclusive and Permanent Storm Water Drainage Easements during the conduct of its allowable activities as described above.

TO HAVE AND TO HOLD, all and singular, the said before mentioned unto the said CITY OF CHARLESTON, its successors and assigns, against Owner and its heirs and assigns, and all persons whomsoever lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, the parties have set the Hands and Seals the day and year above written.

WITNESSES:

CITY OF CHARLESTON

Witness #1

By: Laura Cabiness
Its: Public Service Director

Witness #2

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me (the undersigned notary) by _____, the _____ of the City of Charleston, a Municipal Corporation organized and existing pursuant to the laws of the State of South Carolina, on _____.

Signature: _____

Print Name of Notary:_____

Notary Public for _____

My Commission Expires: _____

SEAL OF NOTARY

WITNESSES:

OWNER:

Witness #1

Name:

Witness #2

STATE OF _____)
)
COUNTY OF _____)

ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me (the undersigned notary) by _____, the _____ of _____, a _____, on behalf of the Owner on _____.

Signature: _____

Print Name of Notary:_____

Notary Public for _____

My Commission Expires: _____

SEAL OF NOTARY