



This easement of right-of-way shall be used solely for the purpose incidental with the 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, its successors and assigns, 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, operation, and maintenance of said DESCRIPTION2 and shall maintain such easement area and DESCRIPTION2 in good condition.

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, operation, maintenance, or use of the easement granted herein.

In the event of major 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, its successors and assigns: (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.

**[The remainder of this page is intentionally left blank.]**

IN WITNESS WHEREOF, this instrument is being executed in accordance with the action of the South Carolina Budget and Control Board at its meeting held on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

WITNESSES

\_\_\_\_\_  
\_\_\_\_\_

STATE OF SOUTH CAROLINA  
BUDGET & CONTROL BOARD

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

Governor Mark Sanford  
Chairman, Budget and Control Board

WITNESSES

\_\_\_\_\_  
\_\_\_\_\_

**APPLICANT**

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

\_\_\_\_\_  
**NAME**  
(Print Name)

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

S.C. ATTORNEY GENERAL'S APPROVAL

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

T. Parkin Hunter  
Assistant Attorney General

DATE:\_\_\_\_\_

STATE OF SOUTH CAROLINA     )  
  )  
COUNTY OF RICHLAND            )

PERSONALLY appeared before me \_\_\_\_\_ and made oath that he/she saw the within named State of South Carolina, Budget and Control Board, by its Chairman, Governor Mark Sanford, sign, seal, and as its act and deed deliver the within written Easement, and that he/she, along with \_\_\_\_\_, witnessed the execution thereof.

Subscribed to and sworn before me this \_\_\_\_\_  
day of \_\_\_\_\_, 20\_\_\_\_  
\_\_\_\_\_ (L.S.)  
Notary Public for South Carolina  
My Commission expires: \_\_\_\_\_

STATE OF SOUTH CAROLINA     )  
  )  
COUNTY OF COUNTY            )

PERSONALLY appeared before me \_\_\_\_\_ and made oath that he/she saw the within named \_\_\_\_\_  
(Print Name of 1st Witness)  
\_\_\_\_\_ by \_\_\_\_\_  
\_\_\_\_\_ APPLICANT \_\_\_\_\_,  
\_\_\_\_\_ NAME \_\_\_\_\_, its \_\_\_\_\_ TITLE \_\_\_\_\_,  
(Print Name of Authorizing Officer) (Title)  
sign, seal, and as its act and deed deliver the within written Easement, and that he/she, along with \_\_\_\_\_, witnessed the execution thereof.  
(Print Name of 2nd Witness)

\_\_\_\_\_  
(Signature of 1st Witness)

Subscribed to and sworn before me this \_\_\_\_\_  
day of \_\_\_\_\_, 20\_\_\_\_  
\_\_\_\_\_ (L.S.)  
Notary Public for South Carolina  
My Commission expires: \_\_\_\_\_