

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

**ENCROACHMENT PERMIT
AGREEMENT**

This Agreement made and entered into this _____ day of _____, _____, by and between MOUNT PLEASANT WATERWORKS (a/k/a Commissioners of Public Works for the Town of Mount Pleasant), hereinafter called Commission, and _____, hereinafter called Developer, WITNESSETH:

WHEREAS, the SC Department of Highways and the Town of Mount Pleasant will not issue to private persons or entities encroachment permits for excavating or cutting public roads or highways for the installation of water and/or sewer mains but will issue such Permits to the Commission in proper cases; and

WHEREAS, the Commission desires to cooperate in obtaining issuance of encroachment permits in proper cases for road excavation for cutting of water and/or sewer mains; and

WHEREAS, the undersigned Developer agrees to be responsible and liable for the work performed under the Encroachment Permit, a copy of which is hereto attached and incorporated herein by reference for (see SC Highway Department Permit # _____) and other pertinent papers attached hereo.

NOW, THEREFORE, IT IS COVENANTED AND AGREED by and between the Parties hereto, for and in consideration of mutual benefit to each Party:

1. That in this case which the commission deems suitable and proper, the Commission will execute a request or requests for an encroachment permit(s) required by the South Carolina Department of Highways and/or Town of Mount Pleasant, South Carolina, to be submitted for water and/or sewer main extensions requiring street, road or highway excavations, crossings, and the like, and, when such encroachment permit(s) have been obtained, the Commission will issue encroachment permit(s) to the Developer upon compliance with all of the Commissions requirements.
2. That the Developer and the Developer's Contractor will be responsible and liable for all damages in any way resulting from or caused by reason of the aforesaid excavation, filling, repair or repaving of the aforementioned street, road or highway, the sole exception being an Act of God.
3. That the Developer and the Developer's Contractor will be responsible and liable for any and all damages incurred or suffered by reason of or resulting directly or indirectly from the design and/or faulty workmanship whenever occurring.
4. That the Developer and the Developer's Contractor will adhere to all conditions expressed or necessarily implied in this Agreement and the permit(s) issued for the within work, a copy of which is hereto attached and made a part of this contract.

5. It is understood that the Commission will not be financially responsible or liable for any repairs or maintenance whatsoever or for any damages resulting in any way from the encroachment, excavation, work, paving, etc., contemplated to be performed by Developer or Developer's Contactor upon, across, over or in the aforesaid street, road or highway.
6. The Developer and the Developer's Contractor will defend and hold harmless the Commission, its agents and servants of and from any and all responsibility or liability by reason of or in any way resulting from the cutting, excavation, filling, refilling, repair or repaving of the aforesaid street, road or highway.
7. This permit shall not become operative until written acceptance of same by Permittee shall have been received by this Commission and further shall become null and void unless the work contemplated herein shall have been completed prior to _____.

WITNESS:

MOUNT PLEASANT WATERWORKS

BY: _____

ITS: _____

I, We accept the permit herein granted and agree to comply with all the provisions, terms, conditions, and restrictions set out herein. I/we do hereby agree, and bind my/our heirs, successors and assigns, to assume any and all liability this Commission might otherwise have or incur in connection with accidents or injuries to persons, or damage to property, including the highway, that may be caused by the construction, maintenance, use, moving or removing of the encroachment contemplated herein and agree to indemnify this Commission for any liability incurred or injury or damage sustained by reason of the past, present, or future existence of said encroachment.

WITNESSES:

BY: _____

(Developer)

ITS: _____

WITNESSES:

(Contractor)

ITS: _____