

LANCASTER COUNTY ASSESSOR

Tax Map:

EASEMENT 00

RECORDED THIS 20th DAY
OF JANUARY, 2022
IN BOOK 00 PAGE 00

Angela C. Murphy

Auditor, Lancaster County, SC

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|----------------------|-------------|
| LANCASTER COUNTY, SC | |
| 2022000918 | EASEMENT |
| RECORDING FEES | \$25.00 |
| STATE TAX | \$0.00 |
| COUNTY TAX | \$0.00 |
| PRESENTED & RECORDED | |
| 01-19-2022 | 02:40:32 PM |
| BRITTANY GRANT | |
| REGISTER OF DEEDS | |
| LANCASTER, COUNTY SC | |
| By: TERRY PARKMAN | |
| BK:DEED 1510 | PG:185-189 |

STATE OF SOUTH CAROLINA)

)

TEMPORARY CONSTRUCTION
EASEMENT

COUNTY OF LANCASTER)

THIS TEMPORARY CONSTRUCTION EASEMENT (this "Easement") is made and entered into this 11 day of ~~November~~ December, 2021, by MCINTYRE PROPERTY MANAGEMENT, LLC ("Grantor").

RECITALS:

A. Grantor is the owner of that certain real property located along Henry Harris Road known as Lancaster County PID 0013-00-054.01 (the "Servient Estate").

B. This Easement is being delivered by Grantor in connection with that certain Agreement for Temporary Easements and Permanent Right of Way of even date herewith ("TCE Agreement") between Grantor and Provident Bayard, LLC, a North Carolina limited liability company ("Grantee").

C. In the TCE Agreement, Grantor agreed to grant and convey to Grantee, for the benefit of the Grantee and its successors and assigns, certain easement rights as set forth below in this Easement, all in connection with intersection improvements at Shelley Mullis Road and Henry Harris Road (collectively, "Intersection Improvements").

NOW, THEREFORE, for and in consideration of the provision of water and sewer service, the mutual covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby covenants and agrees as follows:

1. Easement Area. The "Easement Area" is described on Exhibit A attached hereto, shown as "Temporary Construction Easement 1" and "Temporary Construction Easement 2" on the plat attached hereto as Exhibit B, and consists of approximately 5,660.01 square feet.

2. Grant of Easement. Grantor hereby grants, bargains, sells and conveys to Grantee, its successors and assigns forever, a temporary construction easement over, through, under and across the Easement Area for the purpose of constructing the Intersection Improvements.

Without limiting the foregoing, Grantee, and its agents, contractors, engineers, and employees shall have the right of ingress and egress at or below the ground surface of the Easement Area, including the right to operate any necessary equipment thereon in the Easement Area, for the purpose of constructing the Intersection Improvements, including, without

limitation grading the Easement Area. The Grantee shall obtain and comply with all permits necessary to perform the work, including, but not limited to, erosion and stormwater permits.

This Easement shall expire upon final completion of the Intersection Improvements and acceptance of all Intersection Improvements by the SCDOT.

2. Covenants and Certifications of Grantor. Grantor hereby covenants to Grantee that (i) to Grantor's knowledge, it is lawfully seized and presently possessed of both the Servient Estate and the Easement Area, (ii) it has a good and lawful right to convey the rights granted to Grantee under this Easement, and (iii) both the Servient Estate and the Easement Area are free from encumbrances, except for encumbrances and restrictions of record and such other matters that are not inconsistent with or detrimental to Grantee's rights under this Easement.

3. Reservation by Grantor. Subject to the rights of Grantee hereunder, Grantor reserves the right to use the Easement Area for any purposes not inconsistent with or detrimental to Grantee's rights under this Easement; provided, however, no buildings or other structures may be constructed on or within the Easement Area.

5. Miscellaneous.

(a) Binding Effect. The rights granted herein shall run with title to the Servient Estate, and shall be binding upon and inure to the benefit of and be enforceable by Grantor and Grantee, and their successors and assigns. Grantee may assign this Easement at any time and without the consent of Grantor.

(b) Remedies; Attorneys' Fees. If Grantor or Grantee breaches any of its obligations under this Easement, the non-breaching parties will have available to them all remedies available at law or equity, including the right to recover reasonable costs and expenses of suit, including, without limitation, reasonable attorneys' fees.

(c) Severability. The invalidity of any one of the covenants, agreements, conditions or provisions of this Easement or any portion thereof shall not affect the remaining portions thereof and this Easement shall be construed as if such covenant, agreement, condition or provision had not been inserted herein.

(d) Entire Agreement. This Easement and the TCE Agreement constitute the entire agreement and understanding between Grantor and Grantee relating to the subject matter hereof and may not be amended, waived or discharged, except by instrument in writing executed by the party against which enforcement of such amendment, waiver or discharge is sought.

(e) Authority. Each party hereto represents and warrants to the other parties that the execution of this Easement and any other documents required or necessary to be executed pursuant to the provisions hereof are valid, binding obligations and are enforceable in accordance with their terms.

[Signatures appear on the following page]

IN WITNESS WHEREOF, Grantor has caused this Easement to be executed and delivered by their respective undersigned officer(s) and/or representative(s), they being duly authorized, effective as of the date first above written.

Signed, sealed and delivered
in the presence of:

GRANTOR:

Paul L. Felt
Witness #1

**MCINTYRE PROPERTY MANAGEMENT,
LLC**

By:

Brooke McIntyre
Brooke McIntyre, Manager

Nelle Zeleni
Witness #2

State of South Carolina
County of Lancaster

ACKNOWLEDGEMENT

On this 14th day of December, 2021, before me personally appeared Brooke McIntyre, who provided satisfactory evidence of his/her identification to be the person whose name is subscribed to this instrument and s/he acknowledged that s/he executed the foregoing instrument by his/her signature here.

Brooke McIntyre
Document Holder's Signature

Sworn to (or affirmed) and subscribed before me this the 14th day of December, 2021.

(Official Seal)

Richard LiVolsi
Official Signature of Notary
Richard LiVolsi, Notary Public
Notary's printed or typed name

Lancaster County, South Carolina
My commission expires: June 22, 2031

EXHIBIT A
Legal Description

TEMPORARY CONSTRUCTION EASEMENT 1

STARTING AT A 1" OPEN TOP PIPE FOUND BEING ON THE RIGHT OF WAY OF HENRY HARRIS ROAD AND BEING THE COMMON CORNER OF THE PROPERTY OF, NOW OR FORMERLY, MCINTYRE PROPERTY MANAGEMENT LLC (DB 945 PG 177) AND THE PROPERTY OF, NOW OR FORMERLY, ANGELA & JERRY YORK (DB 396 PG 90); THENCE N 08°36'43" W A DISTANCE OF 26.45' TO A POINT, BEING THE POINT OF BEGINNING; THENCE S 72°31'19" W A DISTANCE OF 9.85' TO A POINT; THENCE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 126.75', WITH A RADIUS OF 1113.90', WITH A CHORD BEARING OF N 25°58'55" W, WITH A CHORD LENGTH OF 126.68'; TO A POINT; THENCE S 41°17'32" E A DISTANCE OF 34.95' TO A POINT; THENCE S 26°17'32" E A DISTANCE OF 94.43' TO A POINT; WHICH IS THE POINT OF BEGINNING, HAVING AN AREA OF 1196.1 SQUARE FEET.

TEMPORARY CONSTRUCTION EASEMENT 2

STARTING AT THE INTERSECTION OF THE RIGHT OF WAY OF SHELLY MULLIS ROAD AND THE RIGHT OF WAY OF HENRY HARRIS ROAD, AND BEING THE NORTHWEST CORNER OF THE PROPERTY OF, NOW OR FORMERLY MCINTYRE PROPERTY MANAGEMENT, LLC (DB 945 PG 177) THENCE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 76.91', WITH A RADIUS OF 1399.63', WITH A CHORD BEARING OF N 71°39'34" E, WITH A CHORD LENGTH OF 76.90' TO A POINT; THENCE N 73°14'01" E A DISTANCE OF 84.18' TO A POINT, BEING THE POINT OF BEGINNING; THENCE N 73°14'01" E A DISTANCE OF 126.27' TO A POINT; THENCE S 17°46'02" E A DISTANCE OF 5.00' TO A POINT; THENCE S 73°14'01" W A DISTANCE OF 76.60' TO A POINT; THENCE S 55°04'14" W A DISTANCE OF 217.47' TO A POINT; THENCE N 20°08'50" W A DISTANCE OF 6.08' TO A POINT; THENCE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 172.71', WITH A RADIUS OF 335.00', WITH A CHORD BEARING OF N 50°14'27" E, WITH A CHORD LENGTH OF 170.81' TO A POINT; WHICH IS THE POINT OF BEGINNING, HAVING AN AREA OF 4464.0 SQUARE FEET.

Easement Plat

