

LANCASTER COUNTY ASSESSOR

Tax Map:

EASEM EN T00 00

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

*[Signature]*  
Auditor, Lancaster County, SC

|                         |             |
|-------------------------|-------------|
| LANCASTER COUNTY, SC    |             |
| 2022000922              | EASEMENT    |
| RECORDING FEES          | \$25.00     |
| STATE TAX               | \$0.00      |
| COUNTY TAX              | \$0.00      |
| PRESENTED & RECORDED    |             |
| 01-19-2022              | 02:40:36 PM |
| BRITTANY GRANT          |             |
| REGISTER OF DEEDS       |             |
| LANCASTER, COUNTY SC    |             |
| BY: TERRY PARKMAN       |             |
| BK:DEED 1510 PG:205-209 |             |

STATE OF SOUTH CAROLINA )

)

TEMPORARY CONSTRUCTION  
EASEMENT

COUNTY OF LANCASTER )

THIS TEMPORARY CONSTRUCTION EASEMENT (this "Easement") is made and entered into this *16th* day of ~~November~~ *December*, 2021, by MELVIN R. & LENITA J. HARTLEY ("Grantor").

RECITALS:

A. Grantor is the owner of that certain real property located along Henry Harris Road known as Lancaster County PID 0010-00-070.00 (the "Servient Estate").

B. This Easement is being delivered by Grantor in connection with that certain Agreement for Temporary Easement 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" on the plat attached hereto as Exhibit B, and consists of approximately 2,651 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:

Kristin Dillard  
Witness #1

Melvin R. Hartley  
Melvin R. Hartley

[Signature]  
Witness #2

Lenita J. Hartley  
Lenita J. Hartley

State of South Carolina  
County of Lancaster

ACKNOWLEDGEMENT

On this 16<sup>th</sup> day of December, 2021, before me personally appeared Melvin R. Hartley & Lenita J. Hartley, 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.

Melvin R. Hartley  
Document Holder's Signature

Sworn to (or affirmed) and subscribed before me this the 16<sup>th</sup> day of December, 2021.

(Official Seal)

H. J. DESAI  
Official Signature of Notary

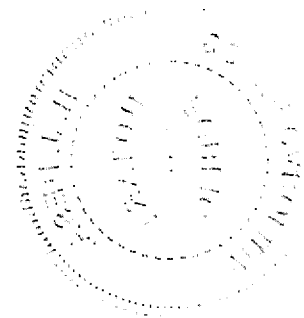
H. J. DESAI, Notary Public  
Notary's printed or typed name

Lancaster County, South Carolina  
My commission expires: 20<sup>th</sup> Sept 2022.

**EXHIBIT A**  
**Legal Description**

TEMPORARY CONSTRUCTION EASEMENT (MELVIN & LENITA HARTLEY – PID 0010-00-070.00)

BEGINNING AT A POINT ON THE RIGHT OF WAY OF HENRY HARRIS ROAD AND BEING A COMMON CORNER OF THE PROPERTY OF, NOW OR FORMERLY, MELVIN & LENITA HARTLEY (DB 1087 PG 205 AND THE PROPERTY OF, NOW OR FORMERLY, CROSSROADS LUTHERAN CHURCH (DB 817 PG 343) THENCE S 64°15'33" W A DISTANCE OF 21.66' TO A POINT; THENCE N 08°50'57" W A DISTANCE OF 255.76' TO A POINT; THENCE S 13°35'57" E A DISTANCE OF 250.33' TO A POINT; WHICH IS THE POINT OF BEGINNING, HAVING AN AREA OF 2651.0 SQUARE FEET.



# EXHIBIT B Easement Plat

