



Timothy J. Hanney

STATE OF SOUTH CAROLINA)
)
 COUNTY OF GREENVILLE) **EASEMENT/RIGHT OF WAY**
) **AGREEMENT**

THIS RECIPROCAL EASEMENT AGREEMENT (“**Agreement**”), is made and entered into this 7TH day of July, 2023 (the “**Effective Date**”), by and between Robert L. Whitted, III (“**Whitted**”) and Greenville Pentecostal Church (“**the Church**”) (sometimes referred to herein as a “**Party**” or collectively as the “**Parties**”):

RECITALS

WHEREAS, Robert L. Whitted, III is the owner in fee simple of that certain parcel of real property located in the County of Greenville, State of South Carolina containing a 1.877 acre tract of land as shown on a plat prepared by McDaniel Land Surveying, LLC dated 7/4/23 and recorded 7/5/23 in Plat Book 1465, page 77 in Greenville County Register of Deeds Office marked in **Exhibit A** attached hereto and made a part hereof by reference (“**Tract 1**”) and a 0.81 acre tract of land (Tract 2) as shown on a plat prepared by Carolina Engineering & Surveying Co., dated August 6, 1971 and recorded August 31, 1971 in Plat Book 4K at Page 199 in the Greenville County Register of Deeds Office marked in **Exhibit B** attached hereto and made a part hereof by reference (the “**Property**”); and

WHEREAS, Whitted is the owner of Tract 1 and 2; and

WHEREAS, the Church is the Purchaser of Tract 1; and

WHEREAS, the Church wishes to grant Whitted a 20’ Ingress/egress right of way easement across Tract 1 granting access to Tract 2 as shown on the survey in Exhibit A (the “**Right of Way**”); and

WHEREAS, the Parties desire to enter into this Agreement to memorialize their Agreement of the right of Way and define each parties right to the use of the easement areas as set forth more fully herein;

NOW, THEREFORE, subject to the terms and conditions of this Agreement, and in consideration of the foregoing premises and the respective agreements hereinafter set forth, Whitted and the Church and agree as follows:

1. **Grant of Easement to Whitted.** The Church does hereby establish for, grant and convey unto Whitted, its successors and assigns, a non-exclusive easement, appurtenant to Tract 1, allowing the owner of the Tract 2 to access the Easement Area (i) for ingress and egress by passenger, vehicular and pedestrian traffic; (ii) for maintenance of the Easement Area and required improvements, The grant of this easement and the rights granted to Whitted hereunder shall commence and be effective on the date first above written and shall be permanent in duration. Except for Whitted’s right across the Easement Area, Whitted shall have no right of access over any other portions of the Church’s Property.

2. **Improvements.** Whitted, at its sole cost and expense, shall construct and/or install any improvements in the Easement Area, diligently and in a good and workmanlike manner and in accordance with all applicable laws, regulations and ordinances. In performing the Improvements, Whitted agrees it will not unreasonably impede or interrupt the use and enjoyment of The Church’s Property including the

Easement Area and it will comply with all applicable federal, state and other governmental laws and regulations in its construction of the Improvements hereunder and promptly repair any damage during construction.

3. Maintenance. Upon completion of any or all of the Improvements, Whitted shall have sole responsibility for all maintenance and repair functions with respect to the Easement Area, including keeping the Easement Area free of potholes, cracks and other poor conditions.

4. No Obstruction. During the term of this Agreement, no building, structure, wall, fence, curb or barrier of any kind shall be constructed or maintained on the Easement Area, which shall prevent or impair the use or exercise of the easement rights granted herein, except for those improvements expressly permitted hereunder and except as required for safety or construction purposes on a temporary basis during such periods when construction or maintenance work is performed. The Parties shall not use or permit to be used the Easement Areas in a way that impairs the exercise of the easement rights granted herein.

5. Successors and Assigns. The rights and obligations of the Parties specified herein shall run with and be appurtenant to Whitted and The Church, and shall be binding upon and inure to the benefit of the Parties, their successors and assigns, as owners of the Easement Area, as applicable. Except as otherwise provided herein, Whitted and The Church may delegate the benefits of the easements granted herein to their respective tenants, invitees, agents, contractors and licensees.

6. Covenants of the Parties. Each undersigned Party hereby covenants and agrees that it is lawfully seized and presently possessed of the real property as set forth herein and that it has a good and lawful right to convey the rights granted herein. Each undersigned Party further covenants that, with respect to the real property owned by such Party as set forth herein, such real property is free from encumbrances except for encumbrances and restrictions of record and such other matters as are set forth in this Agreement, and each Party does hereby bind itself and its successors and assigns to warrant and forever defend all and singular the easements granted herein, against such Party, its heirs, successors and assigns lawfully claiming any part thereof, but against no others.

7. Indemnification. Each Party hereby indemnifies and holds harmless the other Party from and against any and all liability, loss, claim or damage, including attorneys' fees and court costs, which may be incurred by or asserted against the other Party for injuries to persons or damage to the Easement Area to the extent caused by the indemnifying Party, its tenants, invitees, licensees or guests, arising out of the use of the easements granted herein.

8. No Public Rights Created. Nothing herein shall create or be construed to create any rights in and/or for the benefit of the general public in or to the Easement Areas, it being the intention that this Agreement shall be strictly limited to and for the purposes herein expressed. This Agreement is not intended to create, nor shall it be in any way interpreted or construed to create, any third-party beneficiary rights in any person not specifically benefited by the terms and provisions hereof, nor are any rights granted to a party hereunder assignable to any third party.

9. Incidental Rights. Except as otherwise specifically provided or limited herein, the easements, rights and obligations hereby created, granted and conveyed include all incidental rights reasonably necessary for the use and enjoyment of the Easement Area for their respective intended purposes. The use and exercise of the easement rights and privileges granted herein shall not unreasonably affect or interfere with the use of or business conducted on any portion of the Easement Areas.

10. Severability. This Agreement is intended to be performed in accordance with and only to

the extent permitted by all applicable law, ordinances, rules and regulations. If any of the provisions of this Agreement or the application thereof to any person or circumstance shall for any reason and to any extent be invalid or unenforceable, then the remainder of this Agreement and the application of such provisions to other persons or circumstances shall not be affected thereby but shall be enforced to the greatest extent permitted by law.

11. Waiver. No waiver of, acquiescence in, or consent to any breach or default of any term or condition hereof shall constitute or be construed as a waiver of, acquiescence in or consent to any other, further or succeeding breach or default of the same or any other term or condition.

12. Entire Agreement. This Agreement and the documents incorporated herein constitute the entire agreement between the parties regarding the easements created hereunder. This Agreement shall not be construed with resort to any presumption against the preparer or maker hereof.

13. Notices. All notices and other communications given pursuant to this Agreement shall be in writing and shall be sent via Certified Mail, return receipt acknowledgement or by overnight carrier such as FEDEX or UPS to the Parties at the addresses listed below, or to such other addresses as the Parties may designate, from time to time.

Any party must notify the other of a change of address if and when such addresses change within five (5) business days of any such change.

14. Default. In the event of a default by any Party of any of its obligations under this Agreement (the “**Defaulting Party**”), the other Parties (the “**Performing Party**”) shall have the right to notify the Defaulting Party, in writing, of such default (the “**Notice of Default**”) and if such default is not cured by the Defaulting Party within thirty (30) days following the date the Defaulting Party receives the Notice of Default, the Performing Party shall have the right to avail itself of any and all rights and remedies.

15. Miscellaneous.

(a) This Agreement shall be governed by and construed under the laws of the State of South Carolina.

(b) If either party files suit or brings a judicial action or proceeding against the other to recover any sum due hereunder or for default or breach of any of the covenants, terms or conditions hereof, each party shall be responsible for their own attorneys’ fees and costs, whether incurred at trial or on appeal.

(c) This Agreement may be executed in several counterparts, each of which may be deemed an original, and all of the counterparts together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have caused these presents to be signed in their names by their undersigned officers thereunto duly authorized by due and lawful authority, as applicable, and their seals to be affixed as of the day and year first above written.

Signed, sealed and delivered in the presence of:

Robert L. Whitted, III

[Signature]
Witness #1 *Kenneth J. Disick*
[Signature]
Witness #2

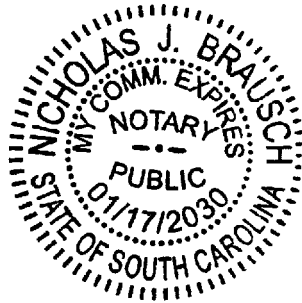
Robert L. Whitted III (SEAL)
Robert L. Whitted, III

STATE OF SOUTH CAROLINA
COUNTY OF Greenville

ACKNOWLEDGEMENT

I, the undersigned notary public for the State of South Carolina, do hereby certify that Robert L. Whitted personally appeared before me this day and acknowledged before me the due execution of the foregoing instrument.

Witness my hand and official seal this 7 day of July, 2023.



[Signature]
Notary Public of SC
Notary Name Printed: Nicholas J. Brausch
My Commission Expires: 1/17/2030

Signed, sealed and delivered in the presence of:

Greenville Pentecostal Church

Witness #1 Kenneth J. Brasch
Witness #2 [Signature]

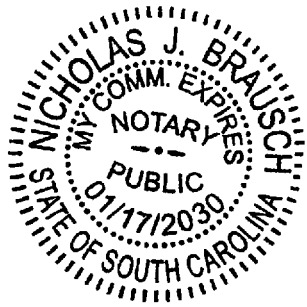
By: [Signature] (SEAL)
Name:
Its:
By: Chingwena
Name:
Its:

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

ACKNOWLEDGEMENT

I, the undersigned notary public for the State of South Carolina, do hereby certify that Garikayi A. Chingwena, President and Tolerance Chingwena, Secretary of Greenville Pentecostal Church personally appeared before me this day and acknowledged before me the due execution of the foregoing instrument.

Witness my hand and official seal this 7 day of July, 2023.

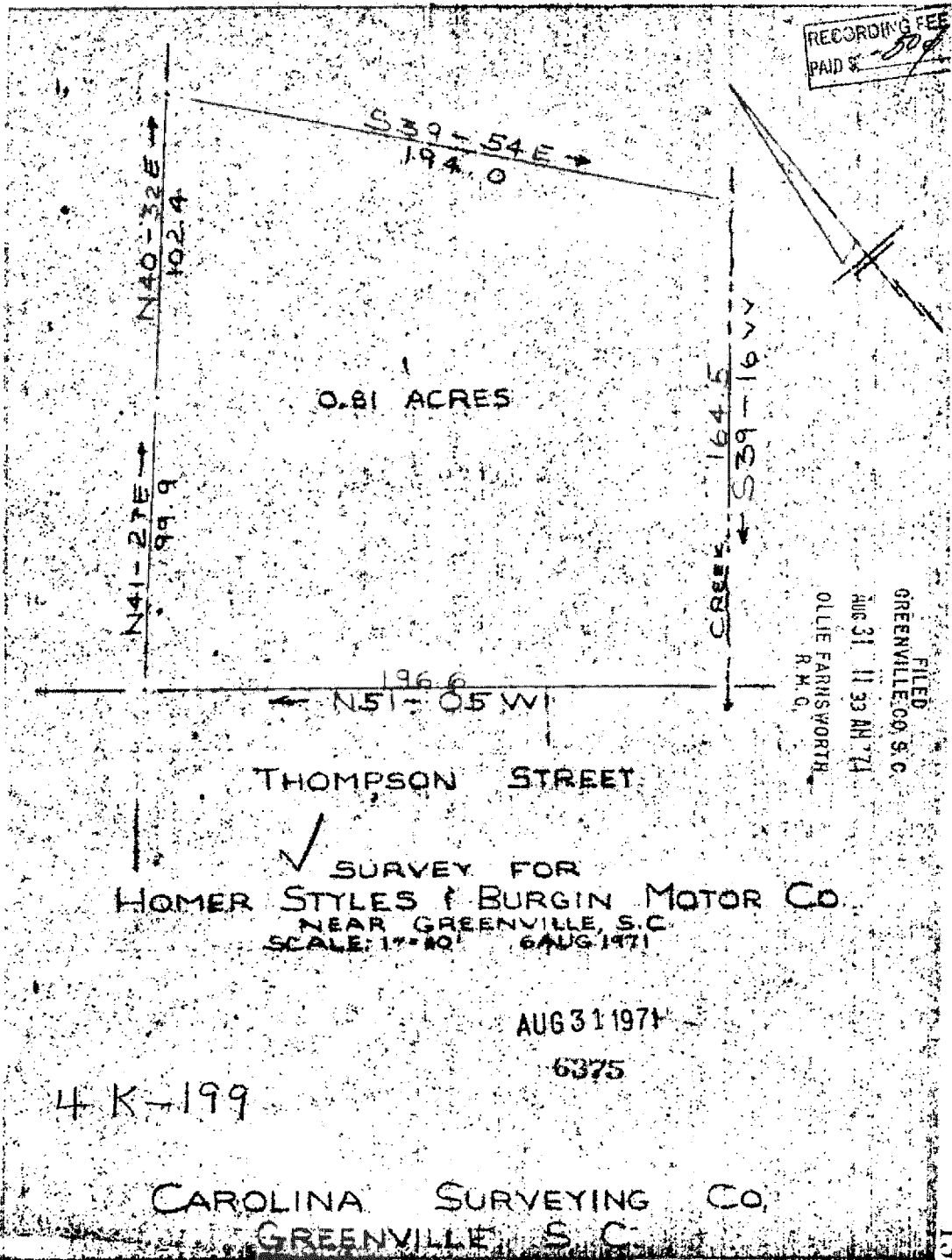


[Signature]
Notary Public of SC
Notary Name Printed: Nicholas J. Brausch
My Commission Expires: 1/17/2030

Exhibit B

6375 Filed This 31 day of Aug. 1971
And Recorded in Vol. 4K Page 199 at 11:33 AM
Ollie Farnsworth
R.M.C.
Register Meets Concerning Greenville County, S. C.

RECORDING FEE
PAID \$ 50.00



[Handwritten signature]