

SPACE ABOVE RESERVED FOR RECORDING PURPOSES

UPON RECORDING, PLEASE RETURN TO:
FINGER, MELNICK, BROOKS & LABRUCE, P.A.
Attn: Brittany L. Ward
Post Office Box 24005
Hilton Head Island, South Carolina 29925

STATE OF SOUTH CAROLINA)	SEWER UTILITY EASEMENT
)	TMS No. R610-036-000-3698-0000
)	R610-036-000-3694-0000
COUNTY OF BEAUFORT)	R610-036-000-1318-0000

THIS SEWER UTILITY EASEMENT AGREEMENT (the “*Agreement*”) is made and entered into on this ____ day of _____, 2025, (the “*Effective Date*”) by and between **Q NEW RIVER FOREST HOLDINGS, LLC**, a Delaware limited liability company, (the “*Grantor*”) and **THE TOWN OF BLUFFTON**, a South Carolina municipal corporation of 20 Bridge Street, Bluffton, South Carolina 29910, (the “*Grantee*”).

WITNESSETH

WHEREAS, the Grantor affirms, acknowledges and represents that Grantor, whose corporate mailing address is 3348 Peachtree Rd. NE Ste 1460, Atlanta, GA 30326, is the record owner of parcels of real property located in the Town of Bluffton with Tax Map Nos. R610-036-000-3698-0000, R610-036-000-3694-0000 and R610-036-000-1318-0000 and is more specifically described as:

ALL THAT TRACT or parcel of land lying and being in Bluffton Township, Beaufort County, South Carolina, containing 79.87 acres, more or less and designated as Parcel 4A-1 New Riverside, and being more particularly shown and described on the plat thereof entitled “Plat of Parcel 4A-1, a Portion of New Riverside” prepared by Thomas & Hutton, as more particularly depicted on a plat recorded in Plat Book 152 at Page 42, in the Register of Deeds for Beaufort County, South Carolina, which plat is incorporated herein by reference hereto.

This being the same property conveyed to the Grantor by deed of Dream Finders Homes, LLC, dated September 17, 2020 and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina on September 21, 2020 in Book 3911 at Page 1726.

Collectively hereinafter referred to as the “*Property*”; and,

WHEREAS, the Grantee seeks to acquire an easement over a portion of the Property for a public purpose, more particularly for the installation of sanitary sewer lines and supporting infrastructure to connect the New Riverside Barn Park facilities to existing sanitary sewer infrastructure (hereinafter the “*Project*”); and,

WHEREAS, in order to proceed with the Project, the Grantee will need to acquire certain permanent easement interests on the Property consisting of **4,094 sq. ft. (0.094 Ac.)**, more or less, and as specifically shown, described, and designated on **Exhibit “A”** attached hereto and incorporated herein by reference; collectively hereinafter the “*Utility Easement Area*”; and,

WHEREAS, the Grantor and Grantee agree that the Easement being granted in this Agreement is intended to be an extension of and in furtherance of the blanket easement dated December 7, 2020, and recorded on March 1, 2021, in the Beaufort County Register of Deeds in Book 3977 at Page 1807; and,

WHEREAS, the Grantor desires to show its support for the Project by conveying the requisite permanent easement over the Easement Area to the Grantee, as more fully set forth herein; and,

WHEREAS, the Parties desire to execute this Agreement in order to establish a permanent easement over the Utility Easement Area on the Property for the purposes of completing the Project, to allow for the continued maintenance and repair of any improvements associated with the Project, and as more fully set forth herein, collectively hereinafter referred to as the “*Easement*”.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, subject to the terms and conditions set forth herein, in consideration of the premises herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, the Parties do hereby agree as follows:

1. Incorporation of Recitals. The above recitals and attached exhibit(s) are hereby incorporated herein as if restated fully and are hereby made an integral part hereof so that their contents are a substantive part of this Agreement.

2. Consideration and Acknowledgement of Just Compensation. Grantor desires and agrees to convey the Easement over the Utility Easement Area to Grantee for charitable or public uses and purposes and for no monetary consideration. Further, Grantor acknowledges that Grantor has been fully informed of Grantor’s right to receive just compensation for the Easement, pursuant to the United States Constitution, the South Carolina Constitution and the South Carolina Eminent Domain Act (S.C. Code Ann. § 28-2-370). Grantor acknowledges and agrees that Grantor willingly and voluntarily waives any right to receive just compensation for the Easement granted to the Town herein and chooses to donate the same for the benefit of the Project.

3. Grant of a Permanent Utility Easement. Subject to the provisions of this Agreement, the Grantor hereby declares, grants, bargains, donates, aligns, conveys, imposes and confirms unto the Grantee and its successors, successors-in-title and assigns, and Grantee’s contractors, tenants, invitees, customers, agents, lessees and employees (collectively the “*Grantee Parties*”) a non-exclusive, perpetual, commercial, transmissible, and irrevocable easement in, over, and upon the Property in the Utility Easement Area which runs with the land and is further described as provided for in this Agreement. Specifically, the Easement is a non-exclusive, irrevocable easement, license and permission upon, over, along, across, through, and under the Utility Easement Area for the purposes of completing and maintaining the Project, including but not limited to: (i) ingress, egress, regress and access to the Utility Easement Area; (ii) construct, extend, inspect, operate, replace, relocate, repair and perpetually maintain upon, over, along, across, through, and under the Utility Easement Area, various sewer main and service lines, manholes, valves, meters, and other usual fixtures and appurtenances as may from time to time be or become convenience to the transaction of its business, or that of a municipal, public or private systems, for the provision of sewer services, (collectively the “*Improvements*”); (iii) the right,

privilege and authority, from time to time, for ingress, egress, and access to and from and across and upon those portions of the Property immediately adjacent to the Utility Easement Area as may be necessary or convenient for the purposes of completing the Project or maintaining Improvements; and (iv) the right, from time to time, to trim, cut or remove trees, underbrush and other obstructions that are over, under, or through the Utility Easement Area.

4. Use of Easement. Grantor reserves the right to use the Property in any manner not inconsistent with the rights and terms of the Easement hereby granted. In no event shall the Grantee materially interfere with vehicular or pedestrian access to and from the Property and the public thoroughfare abutting thereto or otherwise utilize any Property outside of the Utility Easement Area, except as otherwise provided herein.

The Grantee Parties shall operate on the Utility Easement Area in a safe and workmanlike manner, in accordance with generally accepted construction practices in the State of South Carolina, in accordance with all applicable federal, State and local laws and regulations, and in compliance with all requisite permits. At all times the Grantee shall maintain all improvements, fixtures, and equipment in good condition and repair. The Parties agree that if there is damage to the Property, caused directly by a Grantee Party and in the performance of its rights or obligations hereunder, then said Grantee Party shall at its sole expense repair said damage, including but not limited to damage or disturbance of any asphalt, concrete, or other all-weather surface.

5. Additional Utilities. The Grantor further grants to the Grantee the right and the authority to approve of the location of any additional utility easements that might be located within the Utility Easement Area.

6. Acknowledgment. The Town acknowledges and agrees that no new boundary or property lines are created by the Easement conveyed hereunder and therefore the setbacks and buffers, if any, required by applicable municipal zoning and development ordinances, including the Town's Unified Development Ordinance shall continue to extend through the Easement Areas to the boundary line of the Property and adjacent rights-of-way. Further, that the grant of the Easement and the Improvements in the Utility Easement Area shall not serve to reduce any density available or existing on the Property prior to the date of this Agreement.

7. Continuation of Other Easements. Nothing within this Agreement shall be deemed to nor shall operate to extinguish any other easements held or possessed by the Grantee, either individually or collectively, on the Property.

8. Town Council Approval. Notwithstanding anything in this Easement Agreement to the contrary, pursuant to Section 5-7-260 of the South Carolina Code of Laws, 1976, as amended, and Sections 2-13 and 2-19 of the Code of Ordinances for the Town of Bluffton, South Carolina, the Grantor acknowledges and agrees that the Town, as a South Carolina municipal corporation, may only acquire interests in real property through the adoption of a written resolution of the Bluffton Town Council at a duly held public meeting of Town Council.

9. Other Provisions, Terms and Conditions.

- a. *Construction of Agreement.* Each party acknowledges that it has participated in the negotiation and drafting of this Agreement. No provision of this Agreement shall be construed against or interpreted to the disadvantage of any Party hereto or thereto by any court by reason of such Party having or being deemed to have structured, dictated, or drafted any provision in the Agreement.

- b. *Modifications.* The terms of this Agreement may not be changed, modified, waived, discharged or terminated orally, but only by an instrument in writing, signed by each Party.
- c. *Successors and Assigns.* All provisions of this Agreement shall run with the land and bind and inure to the benefit of each Party and each Party's respective heirs, executors, legal representatives, successors, successors in title and assigns. The words "Grantor" and "Grantee" shall include their heirs, executors, administrators, successors, and assigns, as the case may be.
- d. *Merger Provision.* This Agreement contains the entire agreement between the Parties with respect to the issues set forth herein. All other discussions, proposals, agreements or offers are merged into this Agreement.
- e. *Captions.* The section headings appearing in this Agreement are for convenience of reference only and are not intended to any extent for the purpose, to limit or define the test of any section or any subsection hereof.

TO HAVE AND TO HOLD, subject to the conditions and limitations set forth above, all and singular, the rights, privileges and easements aforesaid unto the Grantee, its successors and assigns, forever.

GRANTOR HEREBY COVENANTS with the Grantee that Grantor is lawfully seized and possessed of the Property or, in the alternative, holds non-exclusive easement rights for the purposes of access, utilities and the like thereto, and that Grantor has good lawful right to convey the easements conveyed herein, or any part thereof, and that Grantor will forever warrant and forever defend the title thereto against the lawful claims of Grantor's successors, heirs and assigns.

[Remainder of Page Intentionally Omitted. Signature Pages and Exhibits to Follow.]

WITNESS Grantor's Hand and Seal this ____ day of _____, 2025.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

GRANTOR:

Q NEW RIVER FOREST HOLDINGS, LLC, a
Delaware limited liability company

Signature of First Witness

By: Q GS AI, LLC, a Delaware limited
liability company, its sole member and manager

Printed Name of First Witness

By: Quintasen REIT I, Inc., a Delaware
corporation, its sole member and manager

Signature of Second Witness or Notary Public

Name:

Printed Name of Second Witness or Notary Public

Title:

STATE OF _____)
COUNTY OF _____)

ACKNOWLEDGMENT

I HEREBY CERTIFY that on this ____ day of _____, 2025, before me, the undersigned Notary Public of the State and County aforesaid, personally appeared _____ as _____ for QUINTASEN REIT II, INC., a Delaware corporation, the sole member and manager of Q GS AI, LLC, a Delaware limited liability company, the sole member and manager of Q NEW RIVER FOREST HOLDINGS, LLC, a Delaware limited liability company, known or satisfactorily proven to be the persons whose names are subscribed to the within instrument, who acknowledged the execution thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above mentioned.

(Signature of Notary Public) (SEAL)

Notary Printed Name: _____
Notary Public for the State of _____
My Commission Expires: _____

EXHIBIT “A”
(Easement Depiction)

State Stamps Collected: \$ _____ Recording Date: _____
Transfer Fee Collected: \$ _____ Book: _____ Page: _____