

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)	
)	TEMPORARY RIGHT OF
COUNTY OF BEAUFORT)	ENTRY AGREEMENT

THIS TEMPORARY RIGHT OF ENTRY 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; herein, referred to as 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 a parcel of real property located in the Town of Bluffton with Tax Map No. R610-039-000-1318-0000 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.

Hereinafter referred to as the “*Property*”; and,

WHEREAS, the Grantee previously obtained a permanent Sewer Utility Easement dated _____, 2025, and recorded _____, 2025, in the Beaufort County Register of Deeds in Book ____ at Page ____ (“*Utility Easement*”) on the Property. The Parties acknowledged and agreed that the Utility Easement was 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 Grantee desires to demolish and reconstruct a portion of sidewalk on 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, it has been determined that in order to complete the Project, a ten (10’) foot, more or less, section of sidewalk located within the Utility Easement must be demolished in order to properly install utilities and will be replaced after construction is complete (“*Sidewalk Construction*”). The Sidewalk

Construction area is located within the Utility Easement and shown on “Exhibit A” attached hereto and incorporated herein by reference; collectively hereinafter “*Sidewalk Construction Area*”; and,

WHEREAS, the Grantor desires to show its support for the Project by conveying the requisite temporary right of entry over the Sidewalk Construction Area to the Grantee to complete the Sidewalk Construction, as more fully set forth herein; and,

WHEREAS, the Parties desire to enter into this Agreement to formally acknowledge that although a Utility Easement exists to provide access to the Property, the Grantor agrees to allow Grantee access to the Property for the demolition of the current sidewalk improvements and following completion of the Project the sidewalk shall be re-installed in the same location.

NOW, THEREFORE, for and in consideration of the sum of Ten and no/100 (\$10.00) Dollars, paid at and before the execution and delivery of this Agreement, the receipt and sufficiency of which is acknowledged, Grantor grants to Grantee a temporary right of entry on, over and across that portion of the Property that is described as Sidewalk Construction Area. This Temporary Right of Entry is granted by Grantor and accepted by Grantee on the following conditions:

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. **Grant of Temporary Right of Entry.** This Temporary Right of Entry is granted to allow Grantee and its agents, employees, contractors and subcontractors the temporary right to enter on or across the Sidewalk Construction Area during the course of the Sidewalk Construction and in aid of the construction associated with the completion of the Project. The work to be performed by Grantee in connection with the construction of the Sidewalk Construction will include, but is not limited to, demolition of current sidewalk, curbing, gutters, utility lines, landscaping, and irrigation, (hereinafter defined as “Improvements”), clearing, grading, construction/installment of Improvements and utilities, and re-installation of a sidewalk (collectively, hereinafter “Work”). The Parties acknowledge and agree that the Work will be performed within the Sidewalk Construction Area.
3. **Term.** This Agreement shall expire one (1) year from the Effective Date or upon completion of the Sidewalk Construction, whichever occurs first. The Parties may mutually agree to renew this Agreement for a period not exceed one (1) additional year from the original expiration date.
4. **Restoration of Property.** Grantee agrees to restore any portion of the Property outside of the Sidewalk Construction Area that is damaged in the course of the Work to its pre-existing condition, including, but not limited to, repair of any damage, and the removal of all equipment, materials, litter, and debris from the Property upon conclusion of the Work. Additionally, the Grantee agrees to restore the Improvements to their pre-existing condition. All Work shall be under the exclusive control of the Grantee and shall comply with all applicable laws, rules, codes and regulations. Grantee shall be solely responsible for all costs associated with the Sidewalk Construction.
5. **Continuation of Other Easements.** Nothing within this Agreement shall be deemed to nor shall operate to extinguish any other easements or limit any rights held or possessed by the Grantee, either individually or collectively, encumbering the Property.

6. 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. *Counterparts.* This Agreement may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.
- c. *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.
- d. *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.
- e. *Disclosure of Relationship.* Nothing contained in this Agreement, nor any act shall be deemed or construed by either Party or by any third person, to create any relationship between the Parties, including, but not limited to, that of employer/employee, third-party beneficiary, principal, agent, limited or general partnership, joint venture or other relationship.
- f. *Severability.* If any clause or provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remaining parts of this Agreement shall not be affected thereby
- g. *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.
- h. *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.
- i. *Applicable Law.* The laws of the State of South Carolina shall govern the interpretation, validity, performance and enforcement of this Lease; and, of any personal guarantees given in connection with this Lease.

(Intentionally left blank, Signatures on following pages)

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

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

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

Signature of First Witness

Printed Name of First Witness

Signature of Second Witness or Notary Public

Printed Name of Second Witness or Notary Public

Name:

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 South Carolina
My Commission Expires: _____

EXHIBIT A
(Sidewalk Construction Area)

