



ESMT Book: DE 2595 Page: 2964 - 2970
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E-FILED IN GREENVILLE COUNTY, SC

Timothy J. Hanney

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENVILLE) **UTILITY EASEMENT,
DRIVEWAY EASEMENT &
MAINTENANCE AGREEMENT**

WHEREAS, **Turnberry Farms, LLC**, (“Developer”) owns certain real property shown and designated as Lot 15, Lot 16, and Lot 17 (the “Lots”) on a plat entitled, “Turnberry Farms Lots 10 thru 20,” prepared by Triad Engineering and Surveying, Inc, and recorded in the Register of Deeds Office for Greenville County in Plat Book 1340, Page 33; (the “Subdivision Plat”); and

WHEREAS, there is a shared gravel driveway in place that begins at Arnold Road and straddles the common property line of Lot 15, Lot 16, and Lot 17 and services the respective lots, said driveway (the “Driveway”) being further shown on the that certain Plat attached hereto as Exhibit A (the “Driveway and Utility Plat”);

WHEREAS, there is a designated utilities easement in place that begins at Arnold Road and straddles the common property line of Lot 15, Lot 16, and Lot 17 and services the respective lots, said utilities easement (the “Utilities Easement”) being further shown and designated as “10’ Utilities Easement” on the Driveway and Utility Plat;

WHEREAS, the Developer wishes to formerly establish a written easement agreement over the Lots for the use of the Driveway for ingress and egress for the benefit of Lot 15, Lot 16 and Lot 17, and to provide for the common maintenance, upkeep and repair of the Driveway;

WHEREAS, the Developer wishes to formerly establish a written utility easement agreement over the Lots for the installation, usage, maintenance, replacement, and repair of utilities for the benefit of Lot 15, Lot 16, and Lot 17.

NOW THEREFORE, subject to any express condition, limitation or reservation contained herein, the Developer hereby declares that the Lots, and all owners, their successors and assigns of

the Lots shall be benefited and burdened by the following nonexclusive, perpetual and reciprocal easements which are hereby imposed upon the Lots and all present and future owners of the Lots:

1. Driveway Easement:

- a. Developer hereby establishes a perpetual, nonexclusive easement for use of the Driveway as for ingress and egress to the respective Lots as shown on the Driveway and Utility Plat.
- b. No Lot owner shall do or cause to be done anything which would interfere with another Lot owner's use of the Driveway.
- c. All future maintenance, upkeep and repairs of the shared portion of the Driveway shall be shared equally by the Lot owners; notwithstanding, no Lot owner shall be responsible for maintenance, upkeep or repairs of any portion of the Driveway that does not service that Lot owner's lot. Maintenance for the portion of the Driveway that services Lot 17 shall be divided equally with the Lot owners of Lot 17, Lot 16, and Lot 15. The owner of Lot 17 responsibility for shared maintenance shall terminate at the common lot corner between Lot 17 and Lot 16. Maintenance for the portion of the Driveway along Lot 16 shall be equally divided by owners of Lot 15 and Lot 16.
- d. In the event of a breach of this Agreement by a Lot owner or their heirs, successors and/or assigns, the grieved party(ies) may, in addition to any other legal or equitable remedies, seek an injunction/order requiring the breaching activity to cease or the required activity to be performed.
- e. This Driveway Easement and Maintenance Agreement shall be binding upon and/or shall inure to the benefit of the undersigned and all subsequent owners of Lot 15, Lot 16, and Lot 17 and their respective heirs, successors and assigns. All obligations identified as those of the respective owners of Lot 15, Lot 16, and/or Lot 17 shall immediately become the obligations of their respective successors-in-interest to said lots.

2. Utility Easement:

- a. Developer hereby establishes a perpetual, nonexclusive ten foot (10') easement under and across the areas shown on the Driveway and Utility Plat, for the installation, maintenance, repair and replacement of water mains or lines, storm drains, sewers, telephone or electrical conduits or systems, cable, gas mains and other utility facilities necessary for the orderly development of the Lots and each building from time to time located within the Lots.
- b. The rights granted pursuant to this easement shall at all times be exercised by each owner in such a manner so as not to unreasonably interfere with, obstruct access to and from a particular Lot or materially interfere with the peaceful enjoyment of a Lot;
- c. Except in an emergency, the right of any owner to enter upon the Lot of another owner for the exercise of any right pursuant to such easements shall be conditioned upon providing reasonable prior advance written notice to the other owner as to the time and manner of entry.
- d. All such systems, structures, mains, sewers, conduits, lines and other public utilities shall be installed and maintained below the ground level or surface of the Parcel (except for such parts thereof that cannot and are not intended to be placed below the surface, such as transformers and control panels.
- e. Once utility lines, systems and equipment are installed pursuant to this Utility Easement, no permanent building, structures, trees, or other improvements inconsistent with the use and enjoyment of such easement (excluding improvements typically found in residential developments) shall be placed over or permitted to encroach upon such utility installation.
- f. Developer shall have the right to execute all documents necessary to effectively transfer the easement rights described above to any utility company or companies installing, maintaining and repairing utilities serving the Lots, or to other public

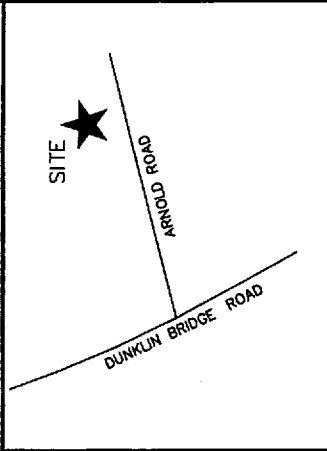
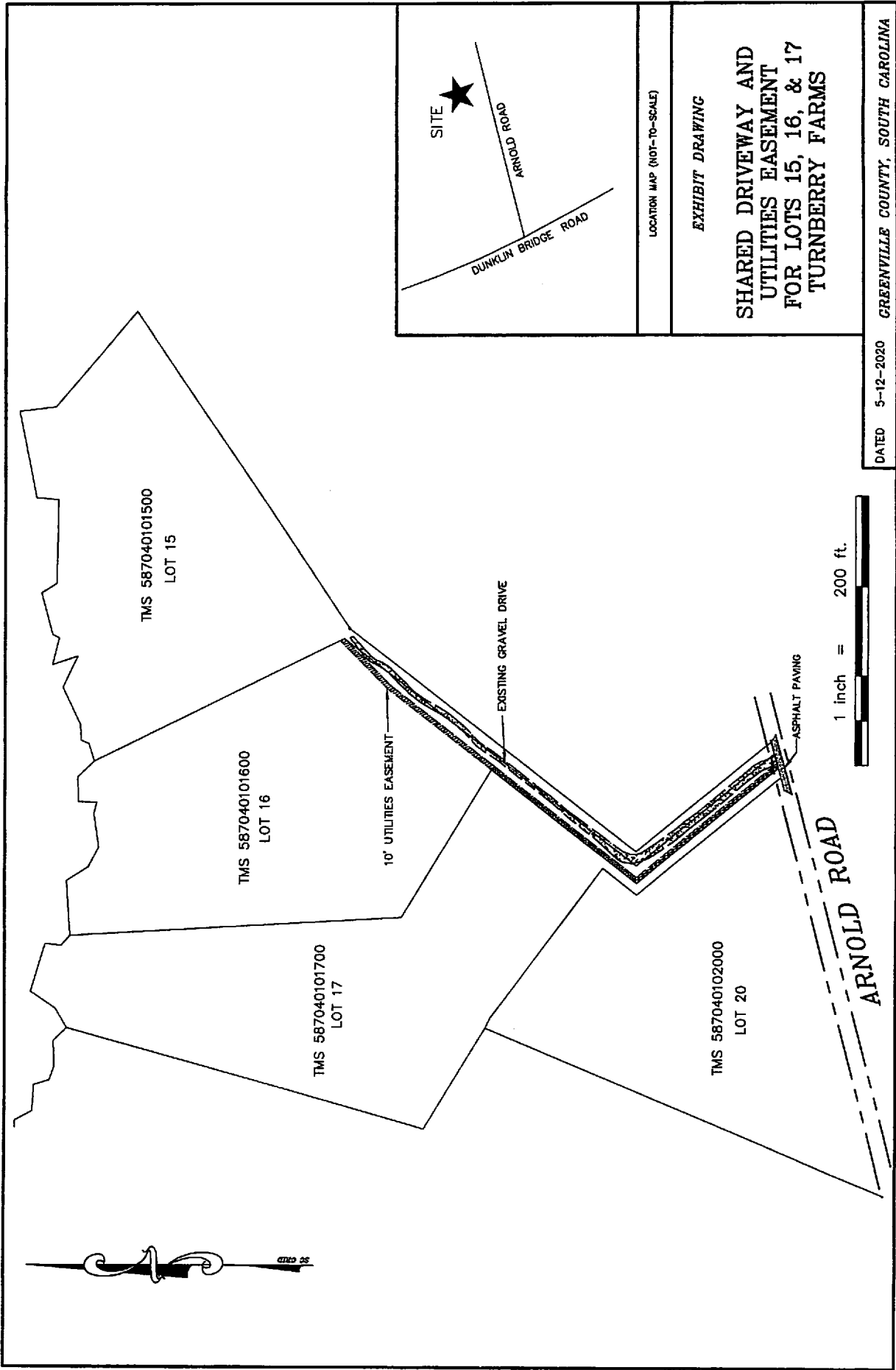
or private parties as necessary to effectuate the purposes of this agreement. The form of conveyance of those easement rights shall be subject solely to the Developer's discretion, and the consent or acknowledgement of no other owner shall be required to make any such conveyance.

- g. Absent an agreement with the respective utility companies who install facilities within the easement, each lot owner is responsible for the maintenance of their respective portion of the utility easement as provided for under section 1(c) above.
- h. Location of the Utility Easement may be reasonably adjusted to facilitate utilities installation.

THIS DECLARATION SHALL BE A COVENANT RUNNING WITH THE LAND(S) INVOLVED AS AN EASEMENT APPURTANENT TO LOT 15, LOT 16 AND LOT 17, AND SHALL BE BINDING UPON ALL SUBSEQUENT OWNERS OF EACH PROPERTY. THIS DECLARATION SHALL BE DEEMED AN EASEMENT APPURTANENT AND NOT AN EASEMENT IN GROSS, AND DEVELOPER, FOR THEMSELF AND THEIR HEIRS, SUCCESSORS AND ASSIGNS, HEREBY AGREE THAT THE EASEMENT IS NECESSARY FOR THE USE AND ENJOYMENT OF THE LOTS.

Signature Page to Follow:

EXHIBIT A:



LOCATION MAP (NOT-TO-SCALE)

EXHIBIT DRAWING

SHARED DRIVEWAY AND UTILITIES EASEMENT FOR LOTS 15, 16, & 17 TURNBERRY FARMS

DATED 5-12-2020 GREENVILLE COUNTY, SOUTH CAROLINA