

Drawn by and mail to:

Irvin Law Group (SKI)  
P.O. Box 2376  
Davidson, NC 28036

LANCASTER COUNTY, SC	
2021009144	CANCELLATION OF AFFI
RECORDING FEES	\$25.00
STATE TAX	\$0.00
COUNTY TAX	\$0.00
PRESENTED & RECORDED	
05-03-2021	03:55:36 PM
BRITTANY GRANT	
REGISTER OF DEEDS	
LANCASTER, COUNTY SC	
By: CANDICE PHILLIPS	
BK:DEED 1432	PG:42-46

**TERMINATION OF EASEMENT RIGHTS  
EDGEWATER CORPORATE CENTER**

**THIS TERMINATION OF EASEMENT RIGHTS** (the “**Termination**”) is made as of the 3<sup>rd</sup> day of May, 2021 (“**Effective Date**”), by **RMB EDGEWATER, LLC**, a North Carolina limited liability company (the “**Declarant**”), and is joined in by **EDGEWATER CORPORATE CENTER ASSOCIATION, INC.**, a South Carolina nonprofit corporation (the “**POA**”), for the purpose of acknowledging its consent to this Termination. All capitalized terms used herein but not otherwise defined herein shall have the meanings ascribed to such terms in the Declaration (as hereinafter defined).

**WITNESSETH:**

**WHEREAS**, Declarant is the owner of that certain property containing approximately 5.30 acres, bearing Tax Map Number 0008-00-026.03 (the “**Property**”), located within Edgewater Corporate Center in the Township of Indian Land, County of Lancaster, State of South Carolina;

**WHEREAS**, the Property is subject to certain covenants, restrictions, and easements, all as set forth in that certain Declaration of Covenants, Restrictions and Easements, For Edgewater Corporate Center, dated as of June 30, 2005, and recorded in Book 00288, Page 00300 in the Office of the Register of Deeds (the “**Registry**”) of Lancaster County, South Carolina (as amended and/or supplemented from time to time, the “**Declaration**”);

**WHEREAS**, pursuant to Section 9 of the Declaration, certain easements were created for the benefit of Declarant, including, but not limited to, that certain 40’ x 40’ Monument Sign Easement located at the intersection of Possum Hollow Road (S-157) and the north side of Edgewater Corporate Parkway, as more particularly set forth in the Declaration, and as shown on plats recorded in the Registry in Plat Book 2006 at Page 29 and in Plat Book 2012 at Page 55, and being depicted on Exhibit A attached hereto and incorporated herein by this reference (the “**Monument Sign Easement**”);

**WHEREAS**, pursuant to Section 2 of the Declaration, Declarant shall have the right, for so long as Declarant owns any portion of the Real Estate, to maintain and make improvements, repairs and changes to the Real Estate not involving or affecting in a material way portions of the Real Estate not owned by Declarant, including, without limitation, with respect to Real Estate owned by Declarant, the right to, among other things, change the location of any proposed Common Properties, Private Streets, Public Streets, any part of the Common Utility System, or any easements; and

**WHEREAS**, Declarant desires to terminate the Monument Sign Easement and to waive any and all rights of Declarant with respect thereto.

**NOW, THEREFORE**, Declarant hereby confirms as follows:

1. Termination of Easement. Declarant, pursuant to its rights under Section 2 of the Declaration, hereby terminates the Monument Sign Easement and waives any all rights Declarant may have with respect thereto.

2. Binding Effect. This Termination is hereby made and shall be permanent and binding on all parties to the Declaration and all Owners of any portion of the Property subject to the Declaration as of the Effective Date.

3. Severability. Invalidation of any provision or portion of a provision of this Termination by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

4. Successors and Assigns. The terms and provisions hereof shall be binding upon and inure to the benefit of the Declarant and its respective successors and/or assigns.

[Signature Pages Follow]

IN WITNESS WHEREOF, the undersigned has duly adopted and executed this Termination as of the day and year first above written.

**DECLARANT:**

**RMB EDGEWATER, LLC,**  
a North Carolina limited liability company

By: Merrifield Partners, LLC, its Manager

By: [Signature]  
Name: Chris Skovretz  
Title: CFO

Witness #1:  
[Signature]  
Print Name: Sheila Proctor

Witness #2:  
[Signature]  
Print Name: Jessica Guida

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

I certify that the following person personally appeared before me this day, acknowledging to me that he/she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Chris Skovretz

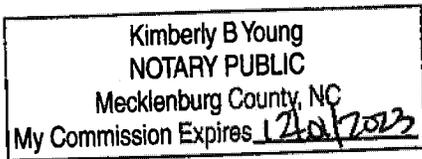
Date: April 29, 2021

[Signature]  
Official Signature of Notary Public

My commission expires: 12/1/2023

[Signature]  
Notary printed or typed name

[OFFICIAL SEAL]



[Signatures continue on following page]

ACKNOWLEDGED AND CONSENTED TO BY:

POA:

**EDGEWATER CORPORATE CENTER  
ASSOCIATION, INC.,**  
a South Carolina nonprofit corporation

Witness #1: Sheila Proctor  
Print Name: Sheila Proctor

Witness #2: Jessica Gruda  
Print Name: Jessica Gruda

By: Ian Bruce  
Name: Ian Bruce  
Title: President

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

I certify that the following person personally appeared before me this day, acknowledging to me that he/she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Ian Bruce.

Date: April 29, 2021

Kimberly B Young  
Official Signature of Notary Public

My commission expires: 12/01/2023

Kimberly B Young  
Notary printed or typed name

[OFFICIAL SEAL]

