

GREENVILLE CO. S. C.

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POST OFFICE BOX 1001
GREENVILLE S. C.

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STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

RIGHT OF WAY AGREEMENT

WHEREAS, I. H. Philpot, Sr., et al, and Harry A. Chapman, Sr., et al, respectively, as Landlords, have heretofore entered into Lease Agreements with Buck Mickel, dated December 24, 1971, covering certain property situated on and near the intersection of Parker Road and Cedar Lane Road.

NOW, THEREFORE, for and in consideration of the sum of Ten and no/100 (\$10.00) Dollars to Buck Mickel (hereinafter referred to as Mickel) in hand paid by Harry A. Chapman, Sr., and Mildred M. Chapman (hereinafter referred to as Chapman), it is expressly understood and agreed as follows:

1. That during the terms of the aforesaid Leases, Chapman, their heirs and assigns, shall have two (2) unobstructed rights of way and easements with one being located on Parker Road and the second being on Cedar Lane Road, each shall be twenty-five (25) feet in width. The rights of way shall extend through and across the property subject to the aforesaid Leases, the tentative location of which is to be approximately as located on that certain site plan entitled "Proposed Shopping Center for The Furman Co. --- Preliminary II", prepared by Lyles Clark and Associates, dated June 2, 1971, copy of which is attached hereto and made a part hereof. That said rights of way and easements shall be for purposes of ingress to and egress from other property of Chapman adjoining the premises leased by Mickel and Parker Road and Cedar Lane Road. These rights shall inure to the benefit of Chapman, their heirs and assigns.

2. It is expressly understood and agreed that the rights and privileges of Chapman hereunder shall at all times be subject and subordinate to the rights and privileges of any mortgage holder permitted pursuant to Sections 20 and 21 of the aforesaid Chapman and Philpot Leases and Chapman hereby agrees to execute all documents required by any such mortgage holder in order to effectuate such subordination. The term of the rights of way and easements shall not extend beyond the expiration of that certain lease between I. H. Philpot, Sr., et al and Buck Mickel, said lease being dated December 24, 1971.

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