

premises, hereby granted for the mutual benefit of all property adjoining or touching the property covered by such easement to be a perpetual, non-exclusive, appendant, appurtenant easement which shall run with the land and which is essentially necessary to the use for commercial purposes and enjoyment of the demised premises and the other property adjoining the said easement. This easement shall be transmissible by deed or otherwise upon any conveyance or transfer of the demised premises or any portion thereof. This easement is granted on the described 12 foot strip subject to the condition that no structure or improvement of any kind shall be placed thereon excepting such materials as are usual and incidental to the construction of a paved common driveway thereon, the erection of traffic control signs or signals and installation of utilities that do not interfere with ingress and egress. This property is to be used for a roadway in common with an adjoining 12 foot strip of property reserved above by the Lessor, to be for the mutual benefit of parcels 1 and 2, or any subdivision thereof, which is to extend from Laurens Road to Kellett Drive. The property subject to this easement is described as follows:

ALL that piece, parcel or lot of land on the western side of Laurens Road in Greenville County, State of South Carolina and shown as a portion of parcel 2 on plat of property of Gault & Williams, said plat being prepared by Jones Engineering Service and dated October 12, 1973, and being revised September, 1976, and according to said plat, property having the following metes and bounds, to-wit:

BEGINNING at an iron pin on the western side of Laurens Road at the southeastern corner of parcel 2; thence with the joint lines of parcels 1 and 2, S. 61-28 W., 214.1 feet to an iron pin; thence S. 70-52 W., 441.6 feet to a point; thence continuing S. 70-52 W., 12.5 feet to a point; thence N. 20-36 W., 12 feet to a point; thence N. 70-52 E., 452.3 feet to a point; thence N. 61-28 E., 212.6 feet to an iron pin on the western side of Laurens Road; thence S. 30-47 E., 12 feet to an iron pin, the point of beginning.

The Lessor and the Lessee, for themselves, their heirs, successors and assigns, agree and covenant as follows in regard to construction and maintenance of a common driveway on property reserved above to the Lessor and over which an easement is herein granted to the Lessee:

- [Handwritten signature]*
- [Handwritten signature]*
- (a) A paved driveway or roadway, generally 24 feet wide, shall be constructed for the mutual use and benefit of parcels 1 and 2 as shown on the above referenced plat of property of Gault & Williams, the cost of construction to be borne proportionately by all owners or lessees of property abutting the driveway.
 - (b) Construction shall be commenced upon demand of either Lessor or Lessee in accordance with plans approved by the parties, or, upon their failure to agree, of such type and quality as is reasonably necessary to serve these properties and their customers.
 - (c) All owners or lessees of property abutting the driveway or roadway shall share proportionately in the reasonable costs of maintaining the roadway in a safe condition for use of the abutting property owners and their customers.
 - (d) The driveway or roadway shall be under the joint control of the abutting property owners and lessees, shall not be used for parking and shall be kept free of obstructions. The parties shall cooperate in the erection and maintenance of appropriate traffic control signals or devices, and in regulating the flow of drainage waters from the abutting properties.

(2)