

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE) EASEMENT AND RIGHT OF
WAY AGREEMENT

KNOW ALL MEN BY THESE PRESENTS that Jack E. Shaw (hereinafter called "Grantor"), in consideration of One (\$1.00) Dollar paid by M & K Properties, a general partnership, (hereinafter called "Grantee"), receipt of which is hereby acknowledged, does grant and convey unto the Grantee, its successors and assigns, an easement and right of way in and over that certain piece, parcel or tract of land of the Grantor situate, lying and being near the City of Greenville, County of Greenville, State of South Carolina, and having, according to a plat entitled "Survey for M & K Properties, a Partnership", dated May 7, 1976, revised June 21, 1977, prepared by Piedmont Engineers, Architects & Planners, and recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book 6F at page 55, the following metes and bounds:

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BEGINNING at an iron pin on the line of other property of the Grantee herein (shown on plat as property of Realty Growth Corp.) and running thence with the line of other property of the Grantor herein N. 17-26 E. 203.79 feet to an iron pin; thence continuing with the line of other property of the Grantor herein N. 4-10 E. 151.42 feet to an iron pin on the boundary of an existing sanitary sewer right of way; thence with the line of a sewer and drainage right of way of the Grantee herein S. 3-35 E. 149 feet to an iron pin; thence with the line of other property of the Grantee herein S. 22-28 W. 212.9 feet to the point of beginning.

The easements and rights of way conveyed to the Grantee, its successors and assigns, are more particularly described as follows:

1. The right and privilege of entering the aforesaid tract of land, and to construct, maintain and operate within the limits of same, pipe lines, manholes, and any other adjuncts deemed by the Grantee to be necessary, for the purpose of conveying sanitary sewage and industrial wastes, and to make within the boundaries of said tract such relocations, changes, renewals, substitutions, replacements and additions of or to the same from time to time as said Grantee may deem desirable; the right at all times to cut

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