

AGREEMENT

THIS AGREEMENT, made and entered into this the 4th day of April, 1973, by and between CHEVRON OIL COMPANY, a California corporation, party of the first part, and HONEY PROPERTIES, INC., a North Carolina corporation, party of the second part;

WITNESSETH:

WHEREAS, party of the first part has sold and conveyed, and party of the second part has purchased and accepted conveyance of that parcel of land situate, lying and being in Greenville County, South Carolina, more particularly described as follows:

Beginning at a point on the eastern edge of the right-of-way of Augusta Road (U.S. Highway N. 25), which point is 166.36 feet due south from a concrete monument at the intersection of the right-of-way of Augusta Road (U.S. Highway N. 25) and a ramp to U. S. Highway I-85, and running thence N-88-06-E 200 feet to an iron pin; thence S-0-41-W 50 feet to a point; thence N-77-43-W 203.95 feet to a point, said point being the point of beginning.

NOW THEREFORE, as part of the consideration paid by party of the second part to party of the first part for the aforesaid conveyance, and in consideration of the mutual agreements herein made and set forth, the parties agree as follows:

1. Party of the second part covenants and agrees to install and construct a sewer line of adequate size and strength, at its cost and expense, for the use and benefit of party of the first part; Said sewer line shall extend and run from the existing sewer facility on property owned by party of the second part to a point on the easternmost property line of the service station site retained and owned by party of the first part. Installation and construction of said sewer line shall commence within forty-five (45) days following written notification from party of the second part and shall proceed diligently to completion. Upon completion, said sewer line shall be stubbed or capped by party of the second part for future connection and use by party of the first part.

2. Party of the second part further covenants and agrees to install, at its cost and expense, an underground telephone line and conduit,

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