

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

AGREEMENT AND EASEMENT

This Agreement and Easement made and entered into this 17th day of November, 1977 by and between Gilder Creek Properties Joint Venture, an association consisting of residents of Greenville County, South Carolina, hereinafter referred to as Gilder Creek, which term shall include its successors, heirs, legal representatives and assigns wherever the context so requires or admits, and Walter L. Patton, of Greenville, South Carolina, hereinafter referred to as Patton, which term shall include his heirs, legal representatives and assigns, wherever the context so requires or admits:

W I T N E S S E T H

WHEREAS Gilder Creek has, this date, conveyed to Patton a tract of land consisting of 73.29 acres, more or less and has further granted to Patton an option to purchase adjoining tract containing 38.0 acres, all of which is more particularly shown on that certain plat entitled "Property of Gilder Creek Properties", dated November 4, 1977, revised November 9, 1977, recorded in the Greenville County R.M.C. Office in Plat Book 6-C at Page 94, 95, and

WHEREAS the southern boundary of the 73.29 acre tract and the northern boundary of the remaining property retained by Gilder Creek is the center line of an unimproved farm road which runs in an easterly direction from Jonesville Road for a distance of 2,340 feet, more or less, and

WHEREAS both parties hereto contemplate, that in the future, this road is to be improved in order to provide access for both parties hereto.

NOW, THEREFORE, for and in consideration of the sum of One and No/100 (\$1.00) Dollar and the mutual promises, covenants and agreements herein contained, the receipt and sufficiency both of which are hereby acknowledged, Gilder Creek and Patton do mutually agree that each shall bear one-half of the cost required to improve said road, said sum not to exceed the total of Three Thousand Five Hundred and No/100 (\$3,500.00) Dollars.

FURTHER, Gilder Creek does grant unto Patton, his heirs and assigns and Patton does grant unto Gilder Creek, its successors and assigns an easement and right of way twenty-five (25) feet in width measured from the center line of said road as shown on said plat for the purpose of ingress, egress and use thereof as a thoroughfare.

FURTHER, the improvements herein contemplated shall include, but not be limited to, the grading of said road, the providing of appropriate gravel thereon and providing the necessary drainage. Hereafter, parties further agree that they will mutually

023

4328 RV-2