

GREENVILLE S.C.
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STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that THE WORTHY GROUP, a South Carolina limited partnership [herein referred to as the "Grantor"] for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) received from HAYWOOD MALL, INC., a Georgia corporation qualified to do business in the State of South Carolina, and MONUMENTAL HAYWOOD, INC., a Maryland corporation qualified to do business in the State of South Carolina, a joint venture doing business as HAYWOOD MALL ASSOCIATES [hereinafter referred to as the "Grantee"], the receipt and sufficiency of which is hereby acknowledged, the Grantor does hereby give, grant and convey unto the Grantee, its successors and assigns, for the benefit of the land [herein referred to as the "Premises"] described in Exhibit "A" attached hereto and by this reference made a part hereof, a perpetual non-exclusive easement [herein referred to as the "Easement"] to lay, bury, construct, operate, maintain, remove and repair (i) a drainage distribution system (herein referred to as the "Drainage System") with all pipes, equipment, structures and facilities in, through and under that certain land [hereinafter referred to as the "Easement Land"] which is more particularly described in Exhibit "B" attached hereto and by this reference made a part hereof, for the purposes of installing, maintaining, using and repairing the Drainage System and (ii) a retention or settlement pond [herein referred to as the "Retention Pond"] with all pipes, equipment, structures and facilities in, through and under the Easement Land for the purpose of installing, maintaining, repairing and using the Retention Pond for the collection, retention and discharge of any surface and subsurface water which drains through the Drainage System from the Premises or any part thereof; together with a non-exclusive perpetual right and easement of ingress and egress, to and from the Easement over and across such portions of the Easement Land as may be necessary or desirable for the purpose of installing, maintaining, repairing and removing the Drainage System and the Retention Pond, or either of them. Grantee shall have the right, at any time and from time to time, to grant to any person or entity all or any portion of the rights, privileges and easements conveyed to Grantee under this Easement Agreement.

Grantor and Grantee agree that upon the completion of the installation of the Drainage System and the Retention Pond, the Easement with respect to (i) the Drainage System, shall be limited to a uniform ten (10) feet in width, being five (5) feet on each side of the center line of the Drainage System and (ii) the Retention Pond, shall be limited to the area containing 10.53 acres more or less and located within the boundaries of the "Easement Line" which is designated and shown on the Exhibit Drawing of the Off-Site Drainage Control Pond for Haywood Mall dated August 22, 1977 prepared by Enwright Associates, Inc. which drawing is by this reference incorporated herein and made a part hereof. The center line of the Drainage System and the area of the Retention Pond shall be more particularly described by a survey thereof to be obtained by the Grantee upon completion of the installation of the Drainage System and the Retention Pond.

Grantor hereby reserves to itself, its successors and assigns, subject only to the Easement, the Drainage System

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