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This Agreement cancels, replaces and supplants the original Right-of-Way granted to Foxlair, Inc. and its successors and assigns. As part of the consideration and as an inducement to Central Realty Corporation and Shoney's South, Inc. to enter into this Agreement and the cost sharing agreement and grant this right-of-way, all of the parties to this Agreement who have any interest or claim any interest to the use of the right-of-way granted by or under said original Right-of-Way Agreement to Foxlair, Inc. dated March 31, 1975 and appearing of record in the RMC Office of Greenville County in Deed Book 1016, at Page 62, do hereby release, relinquish and cancel any and all rights as may have existed under said right-of-way agreement or any assignment thereof affecting either the property of Central or Shoney's described herein. Further, said parties represent to Central Realty Corporation and Shoney's South, Inc. that no other parties have an interest to the original right-of-way dated March 31, 1975 which is not herewith cancelled.

In the event the sewer line is not constructed all the way to the southwestern corner of property of John W. Freeman, III as shown on plat of Rocky Creek - Pelham Road Sanitary Sewer Line dated May 1979 and referred to herein; Central grants to John W. Freeman, III, an easement along the western boundary of its property with Brashier, said easement having a width of 25 feet and running a distance of 325 feet, more or less, from Central's joint corner with property now or formerly of Rolling Green Real Estate Co. and property of Brashier described herein and running in a northerly direction to the southwestern corner of the Freeman property. This easement is granted exclusively to John W. Freeman, his heirs or assigns, for the sole purpose of servicing said Freeman property, and no other, only, so long as, the new sewer line remains incomplete to the southwestern corner of property of Brashier and Freeman. The sewer easement herein described is a portion of that easement heretofore granted to Foxlair, Inc. and released by this instrument. Nothing contained herein shall be construed to revive the prior right-of-way agreement. It is the intention of Central only to grant this limited right-of-way to Freeman, so long as construction of the new line remains incomplete and Freeman has no right to relocate the line and must bear any cost of tap-on, repair, or replacement.

The right-of-way of the Grantees herein for the use of the sewer line is a non-exclusive easement. It is anticipated that the sewer line will be offered for dedication. It is understood that the sewer line will be con-

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