

EASEMENT AGREEMENT

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

This indenture made and entered into this 21 day of March, 1980, by and between FIRST PIEDMONT MORTGAGE COMPANY, INC., a South Carolina corporation, its legal representatives, successors and assigns (hereinafter referred to as the "Grantor") and B&G LAND COMPANY, INC., a South Carolina corporation, its legal representatives, successors and assigns (hereinafter referred to as the "Grantee").

W I T N E S S E T H :

Grantor, for and in consideration of the sum of ONE DOLLAR (\$1.00) in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged has granted, bargained, sold, aliened, conveyed and confirmed and by these presents does grant, bargain, sell, alien, convey and confirm unto said Grantee, an exclusive easement in, on, over, through, under and across that tract or parcel of land owned by Grantor and more particularly described on Exhibit "A" attached hereto and by this reference incorporated herein (hereinafter the "Easement Tract").

There is presently located within the Easement Tract a water meter, fire hydrant and waterline which waterline serves the improvements located on lands owned by the Grantee and described on Exhibit B attached hereto and by this reference incorporated herein and which adjoin the Easement Tract. The Grantee shall have the right to pass and repass in, on, over, through, under and across the Easement Tract, from time to time, as Grantee may determine to be necessary for purposes of using, maintaining, inspecting, restoring, replacing or repairing at Grantee's expense the aforesaid water meter, fire hydrant, or waterline to the extent the Grantee may be obligated to do so.

The Grantor shall not, without first obtaining the prior written consent of the Grantee, tap onto or otherwise use any portion of the waterline located within the Easement Tract and lying between the water meter and the boundary line of Grantee's adjoining property. The Grantor shall use, and cause to be used, all due care in connection with the use and development of that property now owned by Grantor and described on Exhibit "C" which is attached hereto and by this reference incorporated herein, in order to avoid interrupting, disrupting, damaging or severing the aforesaid waterline or water service to the Grantee's aforesaid adjoining property and the Grantor shall indemnify and hold the Grantee harmless of, from and against any and all losses, costs, damages, liabilities or fees which the Grantee may ever suffer or incur arising out of any such interruption, disruption, damage or severance of the aforesaid waterline or water service to the Grantee's adjoining property.

To have and to hold the said easement rights, free and clear of all liens and encumbrances, unto the Grantee and its successor and assigns for the purpose set forth herein forever.

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