

varies in width from approximately Two Hundred (200) feet to Two Hundred Thirty (230) feet shall remain zoned R-20 and shall remain under and subject to all terms and conditions of the Agreement.

5. That the parties agree that Lessor shall grant to Lessee a nonexclusive street easement Sixty (60) feet in width through and across Pate Homestead Tract B upon which street easement a street shall be constructed by Lessee. Lessee shall design and cause to be constructed at its sole expense a permanent type street, meeting County of Greenville specifications for streets and roads, along and over said street easement. The road shall be adequately designed and constructed to serve the projected motor vehicle traffic to and from the premises, Pate Homestead Tract A and Pate Homestead Tract B, for the next ten (10) years. The location of the road easement is shown, located and delineated on the drawing attached hereto and made a part hereof as Exhibit "A". In return for the grant of easement, Lessee agrees that Lessor, Lessor's assigns, heirs and successors shall have use of the road to be constructed and maintained by Lessee on said easement. The street or road referred to herein will be designated "Patewood Drive", "Pate Drive", or some similar name which will utilize the word "Pate", with the exact name to be determined by the Lessor.

Lessee agrees to indemnify and hold Lessor harmless from and against any and all claims which might result or which may claim to result from use of the road by the Lessee, Lessee's employees or Lessee's business invitees. In the event Lessor should sell or convey any portion of the real estate adjacent and contiguous to the said road to a third party, the third party may at its option relocate and reconstruct a comparable road at its expense should such third party desire to make a relocation of the said road. Nothing herein shall prohibit the Lessor from dedicating the right-of-way to public use by and with the prior consent in writing of the Lessee. If at any time during the first six (6) years following completion of construction of the road by Lessee, the Lessor should sell any portion of Pate Homestead Tract B, contiguous to both sides of said road, to a third party, then Lessee shall be paid not more than Forty Thousand and no/00 (\$40,000.00) Dollars as reimbursement to defray the additional cost of the road. However, if property is sold contiguous to only one (1) side of the road, then such amount shall not exceed Twenty Thousand and no/100 (\$20,000.00) Dollars. Completion of construction shall mean either of the following named events: (a) When first used by Lessee, its agents, servants, employees, or assigns, or (b) Six (6) months from date of this Amendment, whichever shall first occur. After the sixth (6th) year Lessee shall not be entitled to any reimbursement. It is further understood that this within easement shall not in any way diminish the acreage or the amount of the payments to be made to Lessor by Lessee in the event Lessee should acquire Tract B or any portion thereof.

That any third party who shall acquire Tract B or any portion thereof shall be required to pay a fair and equitable portion of the maintenance costs of the road until such time as said road may be dedicated

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