

STATE OF SOUTH CAROLINA)
)
 COUNTY OF GREENVILLE) AGREEMENT AS TO EASEMENTS

THIS AGREEMENT made and entered into this effective date of November 2, 1984, by and between JOHN CLYDE HENDERSON, JR. and FAYE WHITE HENDERSON of Greenville County, South Carolina, herein referred to as Sellers and RONALD E. PHILLIPS of Greenville County, South Carolina, herein referred to as Buyer;

WITNESSETH :

WHEREAS, Sellers are the owners of 0.60 acres on the western side of Laurens Road, in the City of Mauldin, South Carolina, as shown on a plat thereof, made by W. R. Williams, Jr., dated October 16, 1934, recorded in the RMC Office for Greenville County, S. C. in Plat Book 11A, Page 94, which they have on this date sold and conveyed to the Buyer upon which the Buyer intends to construct a retail commercial facility.

WHEREAS, the Sellers are the owners of the property lying south of said 0.60 acre tract, being a portion of Tract No. 7 of the C. C. White Estate, as shown on a plat recorded in the RMC Office for Greenville County, S. C. in Plat Book EE, page 25, upon which the Sellers have placed commercial buildings, parking areas and areas for ingress, egress and service.

WHEREAS, the Buyer wishes to have an easement from the 0.60 acre tract which he is purchasing from the Sellers into the Seller's parking lot on adjoining premises and the parties wish to have a mutual ingress, egress and parking easement upon their respective properties for their mutual benefit.

NOW, THEREFORE, for and as a part of the consideration for the sale and the sales price of the 0.60 acres purchased by the Buyer from the Sellers of even date herewith, the receipt and sufficiency whereof is hereby fully acknowledged and in further consideration of the mutual benefits to the Buyer and the Sellers under the terms of this Agreement, the Buyer and the Sellers do hereby covenant and agree on behalf of themselves, their heirs, assigns, executors and administrators as follows:

1. The Sellers do hereby grant, bargain, sell and convey unto the Buyer, his heirs and assigns a 20-foot easement for ingress, egress and service running from the paved portion, and not interfering with existing parking spaces on the paved parking lot of the Sellers property lying south of the 0.60 acres and extending therefrom to the southernmost boundary of said 0.60 acres, the easternmost boundary of said 20-foot strip to be located at the southwesternmost corner of a building to be located on said 0.60 acres and the westernmost side boundary of said easement to be located 20 feet therefrom. The easement granted by the terms of this paragraph shall continue and subsist as long as the Buyer owns said 0.60 acre tract and shall be transferable to any partnership, corporation or legal entity in which the Buyer is one of the principal owners. In the event that the 0.60 acres is sold by the Buyer or any partnership, corporation or legal entity in which he is one of the principal owners to a third party or parties, this easement shall cease and terminate it being intended by the terms of this instrument that said easement is an easement in gross and is not an easement running with the land in perpetuity except upon the above terms and conditions.

2. Buyer and Seller covenant and agree with each other that each grants and reserves as the case may be unto the other over, in and through all common areas of both the 0.60 acres sold by Sellers to Buyer and the remaining portion of Tract No. 7 of the C. C. White Estate owned by Sellers, as shown on a plat recorded in the RMC Office for Greenville County, S. C. in Plat Book EE, page 25, (Common areas being hereby defined to mean all parking, serviceways, driveways, and other areas used in common by any tenants or the invitees or customers of tenants on said property, but expressly excluding any land underlying any present or future building or buildings located thereon), the right, privilege and easement of ingress, egress, parking and the use of