

STATE OF SOUTH CAROLINA )  
 )  
 COUNTY OF GREENVILLE )

## EASEMENT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, that the Undersigned, U. S. Shelter Corporation ("Grantor"), a corporation organized under the laws of the State of Delaware, maintaining its principal place of business in the City of Greenville, State of South Carolina, and the owner of that certain tract or parcel of land containing approximately 10.11 acres and more particularly described on Exhibit A (the "Burdened Property"), in consideration of Ten (\$10.00) Dollars and other good and valuable consideration, the adequacy and sufficiency of which are hereby acknowledged, does hereby grant, bargain and convey unto Orchard Park Associates Joint Venture ("Grantee"), a general partnership organized and existing under the laws of the State of South Carolina, its successors and assigns, as the owner of that certain tract or parcel of land consisting of approximately 12.08 acres (the "Benefited Property"), more particularly described on Exhibit B attached and which abutts and is adjacent to the westerly boundary line of the Burdened Property, the right, privilege and easement to, over and upon the Burdened Property for the purpose of draining surface runoff water from the Benefited Property onto and over the Burdened Property where the water is to be retained or stored in a retention pond located on the Burdened Property which retention pond is more particularly shown and described on the plat of survey attached hereto as Exhibit C.

The easement herein granted shall exist in perpetuity and be a covenant running with the land of Grantor and inure to the benefit of Grantee, its successors and assigns. Provided, however, Grantor shall have the right to extinguish, terminate and cancel this Easement upon furnishing to Grantee an alternative drainage system constructed over and upon the Burdened Property by Grantor at no cost to Grantee and constructed in accordance with plans and specifications which shall be approved in writing by Grantee, the holder of the first mortgage encumbering the Benefited Property, and all necessary federal, state and local governmental agencies or authorities. Such alternative drainage system shall be of at least the same quality and efficiency with respect to receiving and disposing of surface runoff water as afforded by the retention pond.

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