

STATE OF SOUTH CAROLINA)
) EASEMENT AND RIGHT-OF-WAY
COUNTY OF ANDERSON) AGREEMENT

This agreement is made this 8th day of September, 2010, by and between Mathias B. Richardson, Jr., hereinafter referred to as Grantor, and Teresa R. Cardona and Leovick Mediana, individually, and as trustees of the "Teresa R. Cardona Trust dated March 10, 2005", hereinafter referred to as Grantees.

RECITALS

A.) The Grantor has conveyed unto Grantees of even date herewith Tract R-1 containing 2.11 acres, more or less, and Tract R containing 2.11 acres, more or less, as shown on a plat by Thomas E. Walls, P.L.S. No. 9374, dated August 27, 2010, of record in the Office of the Register for Anderson County, South Carolina, in/on Plat Slide _____ at Page _____.

B.) The recorded plat shows a 50' right-of-way for ingress and egress which crosses other property owned by Grantor.

C.) The Grantor has also granted unto the Grantees a non-exclusive right to use the right-of-way for ingress and egress.

D.) The parties hereto hereby intend to document the Grantees' existing right to use the above-described right-of-way to access their property and to establish the terms and conditions of the Grantees' use thereof.

E.) This Agreement is made to articulate the terms and conditions of the parties' agreement.

For valuable consideration and, in consideration of the mutual covenants and obligations contained herein, the parties agree as follows:

SECTION ONE
IDENTIFICATION OF PARTIES

1.1 Grantor means Mathias B. Richardson, Jr., and his heirs, successors, and assigns.

1.2 Grantees means Teresa R. Cardona and Leovick Medina, individually and as Trustees of the "Teresa R. Cardona Trust dated March 10, 2005" and their heirs, successors, and assigns.

SECTION TWO
CONVEYANCE OF EASEMENT

2.1 Grantor hereby grants and conveys unto Grantees their heirs, successors, and assigns, a perpetual, non-exclusive right-of-way and easement for ingress, egress, and regress to and from Liberty Highway (U.S. 178) and their property. The easement hereby granted is fifty feet (50') wide and is shown on a plat by Thomas E. Walls, P.L.S. No. 9324, dated August 27, 2010, of record in the Office of the Register of Deeds for Anderson County, South Carolina, in/on Plat Slide ____ at Page _____. This easement includes the express right to install underground utility lines thereunder, including but not limited to, water and electricity.

2.2 Non-exclusive Use: The Grantees' right to use the easement for the purposes herein granted shall be non-exclusive and shall not interfere or obstruct the use of the easement by the Grantor for any purpose and shall be in common and coincident with the Grantor's right to use this property for any purpose that does not interfere with or obstruct the use of the easement for ingress or egress by Grantees, except during construction of a road built to county specifications as hereinafter provided. The Grantor specifically reserves the right to utilize the easement and his property as a non-exclusive means of ingress and egress to and from his remaining property and for any other purposes and to construct a road to county specifications.

SECTION THREE
CONSTRUCTION AND MAINTENANCE

3.1 The parties have mutually agreed upon the materials and construction for the initial driveway to provide ingress and egress to Tract R-1 and the cost of the said materials, labor, and construction. The Grantor and Grantees agree to equally share the costs and expenses of the said materials, labor, and construction, with each party paying one-half (1/2) thereof. The shared costs include, but are not limited to, permits, surveying, grading, gravel, piping, paving, and labor.

3.2 The parties further agree to equally share the costs and expenses for repairing, maintaining, or improving the above-described easement in the future.

3.3 Recognizing that the Grantor cannot utilize the easement as a means of ingress, egress, and regress to another residence or residences on his remaining property unless a road is constructed in accordance with Anderson County, South Carolina Department of Transportation, and D.H.E.C. Regulations, the parties agree as

follows: The Grantees agree that, at anytime the Grantor finds it necessary to construct a road over the easement described on the recorded plat so that it can be adopted and incorporated into the Anderson County road system, they shall pay one-half (1/2) of all costs associated with the construction of said road over the easement as sown on the recorded plat running from Liberty Highway (U.S. 178) in a northerly direction to their northermost property line for Tract R as shown on the recorded plat. The shared costs for said construction in accordance with Anderson County, South Carolina Department of Transportation, and D.H.E.C. rules, regulations, and requirements shall include, but not be limited to, engineering, surveying, grading, gravel, curbing, permits, labor, piping, paving, and all other things needed for County approval and acceptance of the road into the County system.

SECTION FOUR
GOVERNING LAW

It is agreed that this agreement shall be governed by, construed, and enforced in accordance with the laws of the State of South Carolina.

SECTION FIVE
ENTIRE AGREEMENT

This agreement shall constitute the entire agreement between the parties, and any prior understanding or representation of any kind preceding the date of this agreement shall not be binding upon either party except to the extent incorporated in this agreement.

SECTION SIX
MODIFICATION AGREEMENT

Any modification of this agreement or additional obligation assumed by either party in connection with this agreement, shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.

SECTION SEVEN
NO WAIVER

The failure of either party to this agreement to insist upon the performance of any of the terms and conditions of this agreement, or the waiver of any breach of any of the terms and conditions of this agreement shall not be construed as thereafter waiving any such terms and conditions, but the same shall continue to remain in full force and effect as if no such forbearance or waiver had occurred.

SECTION EIGHT
ATTORNEY FEES

In the event that any action is filed in relation to this agreement, the unsuccessful party in the action shall pay the successful party, in addition to all the sums that either party may be called on to pay, a reasonable sum for the successful party's attorney's fees and costs of the action.

SECTION NINE
PARAGRAPH HEADINGS

The titles to the paragraphs of this agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this agreement.

SECTION TEN
BINDING EFFECT

All of the terms of this agreement shall be binding upon and shall inure to the benefit of the parties to this agreement and their respective heirs, successors, or assigns forever.

In witness whereof, the parties to this agreement have caused it to be executed at Anderson, South Carolina, on the date indicated hereinabove.

Roma Trudell

James D. Eker
Witnesses as to Grantor

Mathias B. Richardson, Jr.
Mathias B. Richardson, Jr.

GRANTOR

Teresa R. Cardona

Teresa R. Cardona, Individually
And as Trustee of the "Teresa
R. Cardona Trust" Dated March 10,
2005"

Roma Trudell

James D. Eker
Witnesses as to Grantees

Levwick Medina
Levwick Medina, Individually
And as Trustee of the "Teresa
R. Cardona Trust Dated March 10,
2005"

GRANTEES