

**DRIVEWAY AND UTILITY
EASEMENT AGREEMENT**

THIS DRIVEWAY AND UTILITY EASEMENT AGREEMENT (this "Agreement") is made as of the Effective Date, by and among MONICA W. STASNEY ("Stasney"), and Hamilton-Darling, LLC ("Hamilton").

RECITALS

WHEREAS, Stasney is the owner of that certain parcel of land located in the County of Greenville, State of South Carolina, more particularly described on Exhibit A attached hereto and incorporated herein by this reference (the "Tract 1") which is being sold to Hamilton.

WHEREAS, Stasney is also the owner of that certain parcel of land located in the County of Greenville, State of South Carolina, more particularly described on Exhibit B attached hereto and incorporated herein by this reference (the "Tract 2") which Tract 1 is a part.

WHEREAS, Stasney and Hamilton wish to declare, create and establish an access easements for pedestrian and vehicular passage, ingress and egress and for installation and maintenance of utilities, as hereinafter set forth on, over and across Tract 2 and to further establish the provisions for the maintenance of said access easement areas.

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, Developer and Seller agree as follows

1. Easements.

- a Stasney hereby grants for the benefit of Tract 1 and Tract 2 a perpetual nonexclusive easement for vehicular and pedestrian access, ingress, and egress to and from Fork Shoals Road and Tract 1 and Tract 2 over and across the area on the Tract 2 shown as being cross-hatched and labeled "60.0' Easement for Ingress, Egress and Utilities" ("Easement Area ") on the survey for Hamilton-Darling, LLC attached hereto a Exhibit "C" and incorporated herein by reference.
- b. Stasney hereby grants for the benefit of Tract 1 and Tract 2 a perpetual nonexclusive easement under and through the Easement Area for purposes of installation, operation, maintenance, repair and relocation of underground gas and electric, telephone and communication lines and other underground utility lines to serve Tract 1 and Tract 2. The location to the extent possible shall be in the unpaved area of the Easement Area. Any one installing lines shall do so in a manner to allow traffic flow to continue and shall repair any disturbed area.

2. Maintenance. Stasney and Hamilton and their successors or assigns, shall, maintain, manage and repair the Easement Area in accordance with applicable legal requirements, and in good working condition (the "Maintenance Obligations"). The cost and expense to maintain the Easement Area shall be based upon square footage of buildings on such parcel unless such is not a reasonable allocation of the expenses; Whereupon, any expenses will be paid based on another reasonable method of allocation such as square footage of each parcel being used. Each party agrees when a parcel is improved with a building that such will be maintained in a good and clean condition with grass being cut and any landscaping being appropriate maintained.

EXEMPT

NOV 22 2006



2006114074 ESMT
10 PGS

Book:DE 2238 Page 1052-1061

November 22, 2006 02:28:22 PM Cons:\$10 00
Rec.\$16.00 Only Tax:\$0 00 State Tax:\$0 00

FILED IN GREENVILLE COUNTY, SC

3. Covenants. In exercising the rights granted hereunder and utilizing easements, Stasney and Hamilton agree to the following covenants (with respect to itself and all persons and parties acting by, through or under it):

(a) Each party shall protect the Easement Area from damage caused in whole or in part by the acts or omissions of such party and their invitees and shall repair and correct any damage to any elements of the Easement Area. If the party causing such damage fails to repair or correct such damage within fifteen (15) days after written notice thereof from the other party, or if a party fails to perform maintenance to their parcel as required hereunder within fifteen (15) days after written notice thereof from the other party, then such other party shall have the option, but not the obligation, to correct the same and invoice the party causing the damage or failing to maintain for the cost thereof. If a party shall avail themselves to the rights set forth in the previous sentence, then such party shall be entitled to collect the costs and expenses related thereto from the other party. In the event the other party fails to reimburse the party availing themselves of the rights hereunder as provided herein, then such availing party can file a "Notice of Lien" against Tract 1 or Tract 2, as the case may be in the Office of the Register of Deeds for Greenville County, South Carolina, such lien to be collectable in accordance with the laws of the State of South Carolina. Any such Notice of Lien shall not require the signature or consent of the party being charged, shall be subordinate to the lien of any first mortgage on the parcel subject to the lien and shall not defeat, render invalid or impair the title or interest of the holder of any such first mortgage, or of any purchaser upon foreclosure of any first mortgage, but any such purchaser upon foreclosure shall take title subject to this Agreement.

4. Miscellaneous.

(a) Easement to Run with Land. This Agreement, including all easements, covenants, agreements, rights and obligations created hereby, shall run with the lands described in Exhibit A, Exhibit B and Exhibit C hereto, and shall be binding on and inure to the benefit of all persons having or acquiring fee title to such lands, all upon the terms, provisions and conditions set forth herein.

(b) Private Use. Nothing contained in this Agreement shall ever be deemed to create a gift or dedication of all or any portion of the paved drive aisles or access ways on Tract 1 or Tract 2 to the general public or for any public use or public purpose whatsoever. Nothing contained herein, express or implied, shall confer upon any person or entity other than the undersigned parties and their respective heirs, successors and assigns any rights or remedies under or by reason of this Agreement. Each party hereto reserves the right to close off a portion of the paved drive aisles or access ways located on their parcel of land for such reasonable period of time as may be legally necessary, in the opinion of such party's counsel, to prevent the acquisition of prescriptive rights by anyone; provided, however, that prior to closing off any portion of the paved drive aisles or access ways as herein provided, such party shall give written notice to the other party of its intention to do so and shall attempt to coordinate such closings with the other party so that no unreasonable interference in the passage of pedestrians or vehicles shall occur.

(c) Dedication and Rearrangement of Easement Area. Stasney may, at its sole cost and expense, but upon not less than thirty (30) days prior written notice to all owners of its intention to do so, dedicate the Easement Area to a government agency or entity or the width of the Easement Area; provided, however, such modification shall not reduce the Easement Area to less than 25 feet in width and any utilities installed and the Utility Easement shall remain unless Stasney or her successor elects to relocate the same at her expense whereupon a new easement will be recorded once the same are relocated.

(d) Modifications. This Agreement cannot be changed orally, and no executory agreement shall be effective to waive, change, modify or discharge it in whole or in part unless such executory agreement is in writing and is signed by the parties against whom enforcement of any waiver, change, modification or discharge is sought.

(e) Successors and Assigns. The terms and provisions of this Agreement are to apply to and bind the permitted successors and assigns of the parties hereto.

(f) Entire Agreement. This Agreement, including the Exhibits, contains the entire agreement between the parties pertaining to the subject matter hereof and fully supersedes all prior written or oral agreements and understandings between the parties pertaining to such subject matter.

(g) Counterparts. This Agreement may be executed in counterparts, and all such executed counterparts shall constitute the same agreement. It shall be necessary to account for only one such counterpart in proving this Agreement.

(h) Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall nonetheless remain in full force and effect.

(i) Applicable Law. This Agreement is performable in the State of South Carolina and shall in all respects be governed by, and construed in accordance with, the substantive federal laws of the United States and the laws of such state. Stasney and Hamilton and their successors and assigns hereby irrevocably submit to the jurisdiction of any court in Greenville County, South Carolina in any action or proceeding arising out of or relating to this Agreement and hereby irrevocably agree that all claims in respect of such action or proceeding shall be heard and determined by a court in Greenville County, South Carolina.

(j) No Third Party Beneficiary. The provisions of this Agreement and of the documents to be executed and delivered at Closing are and will be for the benefit of Stasney and Hamilton only and are not for the benefit of any third party, and accordingly, no third party shall have the right to enforce the provisions of this Agreement or of the documents to be executed and delivered at Closing.

(k) Captions. The section headings appearing in this Agreement are for convenience of reference only and are not intended, to any extent and for any purpose, to limit or define the text of any section or any subsection hereof.

(l) Construction. The parties acknowledge that the parties and their counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any exhibits or amendments hereto.

(m) Survival. The provisions of Section 5 of this Agreement shall survive any termination of this Agreement. The foregoing is in addition to and not in exclusion of any survival provisions elsewhere set forth in this Agreement.

(n) Effective Date. The Effective Date of this Agreement shall be the date upon which this Agreement has been fully executed by both Stasney and Hamilton.

IN WITNESS WHEREOF, the undersigned hereto have duly executed this Agreement as of the Effective Date.

WITNESSES:

James M. Alheim
Stanley S. S.P.

Monica W. Stasney
Monica W. Stasney

James M. Alheim
Stanley S. S.P.

Hamilton Darling, LLC

By: Bernadine H. Darling
Its: Member

STATE OF SOUTH CAROLINA)
)
GREENVILLE COUNTY)

Acknowledgment

I, James M. Allison, a Notary Public of the above-stated County and State, do hereby certify that Bernadine Dady, the member of Hamilton-Darling, LLC personally came before me this day and acknowledged the due execution of the foregoing instrument as his act and deed and as the act and deed of the limited liability company.

Witness my hand and notarial seal, this 21 day of November, 2006

James M. Allison
Notary Public
My Commission Expires: 9-29-16

STATE OF SOUTH CAROLINA)
)
GREENVILLE COUNTY)

Acknowledgment

I, James M. Allison, a Notary Public of the above-stated County and State, do hereby certify that Monica W. Stasney, personally came before me this day and acknowledged the due execution of the foregoing instrument as their act and deed.

Witness my hand and notarial seal, this 21 day of November, 2006

James M. Allison
Notary Public
My Commission Expires: 9-29-16

EXHIBIT A

Legal Description of Tract 1

ALL THAT PIECE, parcel or tract of land, containing 1.73 acres, situate, lying and being on Fork Shoals Road in Grove Township, Greenville County, State of South Carolina, and being shown on a plat by Freeland & Associates, inc., dated October 13, 2006 and recorded in the Office of the Register of Deeds for Greenville County in Plat Book 1024 at Page 97.

Tax Map No. 584.2-1-5.5

EXHIBIT B

Legal Description Tract 2

ALL THAT PIECE, parcel or tract of land, containing 20.83 acres, situate, lying and being on Fork Shoals Road in Grove Township, Greenville County, State of South Carolina, and being shown and designated as Tract No. 6 on a plat by James L. Strickland, L.S., dated July 21, 1987, and recorded in the Office of the Clerk of Court for Greenville County in Plat Book 15-P at Page 22.

Tax Map 584-2-1-5.3-and 584.2-1-5.7

INFORMATION

Except as provided in this paragraph, the term "value" means "the consideration paid or to be paid in money or money's worth for the realty." Consideration paid or to be paid in money's worth includes, but is not limited to, other realty, personal property, stocks, bonds, partnership interest, and other tangible property, the forgiveness or cancellation of a debt, the assumption of a debt, and the surrendering of any right. The fair market value of the consideration must be used in calculating the consideration paid in money's worth. Taxpayers may elect to use the fair market value of the realty being transferred in determining fair market value of the consideration. In the case of realty transferred between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, and in the case of realty transferred to a trust or as a distribution to a trust beneficiary, "value" means the realty's fair market value. A deduction from value is allowed for the amount of any lien or encumbrance existing on the land, tenement, or realty before the transfer and remaining on the land, tenement, or realty after the transfer. Taxpayers may elect to use the fair market value for property tax purposes in determining fair market value under the provisions of the law.

Exempted from the fee are deeds

- 1 transferring realty in which the value of the realty, as defined in Code Section 12-24-30, is equal to or less than one hundred dollars;
- 2 transferring realty to the federal government or to a state, its agencies and departments, and its political subdivision, including school districts,
- 3 that are otherwise exempted under the laws and Constitution of this State or of the United States;
- 4 transferring realty in which no gain or loss is recognized by reason of Section 1041 of the Internal Revenue Code as defined in Section 12-6-40(A), (This exemption will exempt transfers to a spouse and most transfers that are the result of a divorce.)
- 5 transferring realty in order to partition realty so long as no consideration is paid for the transfer other than the interests in the realty that are being exchanged in order to partition the realty,
- 6 transferring an individual grave space at a cemetery owned by a cemetery company licensed under Chapter 55 of Title 39;
- 7 that constitute a contract for the sale of timber to be cut,
- 8 transferring realty to a corporation, a partnership, or a trust as a stockholder, partner, or trust beneficiary of the entity or so as to become a stockholder, partner, or trust beneficiary of the entity as long as no consideration is paid for the transfer other than stock in the corporation, interest in the partnership, beneficiary interest in the trust, or the increase in value in such stock or interest held by the grantor. However, except for transfers from one family trust to another family trust without consideration, the transfer of realty from a corporation, a partnership, or a trust to a stockholder, partner, or trust beneficiary of the entity is subject to the fee, even if the realty is transferred to another corporation, partnership, or trust
- 9 transferring realty from a family partnership to a partnership or from a family trust to a beneficiary, as long as no consideration is paid for the transfer other than a reduction in the grantee's interest in the partnership or trust. A "family partnership" is a partnership whose partners are all members of the same family. A "family trust" is a trust in which the beneficiaries are all members of the same family. "Family" means the grantor, the grantor's spouse, parents, grandparents, sisters, brothers, children, stepchildren, grandchildren, and the spouses and lineal descendants of any of them, and the grantor's and grantor's spouses heirs under a statute of descent and distribution. A "family partnership" or "family trust" also includes charitable entities, other family partnerships and family trusts of the grantor, and charitable remainder and charitable lead trusts, if all the beneficiaries are charitable entities or members of the grantor's family. A "charitable entity" means an entity which may receive deductible contributions under Section 170 of the Internal Revenue Code as defined in Section 12-6-40(A),
- 10 transferring realty in a statutory merger or consolidation from a constituent corporation to the continuing or new corporation,
- 11 transferring realty in a merger or consolidation from a constituent partnership to the continuing or new partnership,
- 12 that constitute a corrective deed or a quitclaim deed used to confirm title already vested in the grantee, as long as no consideration of any kind is paid or is to be paid under the corrective or quitclaim deed
- 13 transferring realty subject to a mortgage to the mortgagee whether by a deed in lieu of foreclosure executed by the mortgagor or deed pursuant to foreclosure proceedings
- 14 transferring realty from an agent to the agent's principal in which the realty was purchased with the funds of the principal, provided that a notarised document is also filed with the deed that establishes the fact that the agent and principal relationship existed at the time of the original purchase as well as for the purpose of purchasing the realty
- 15 transferring title to facilities for transmitting electricity that is transferred, sold or exchanged by electrical utilities, municipalities, electric cooperatives or political subdivisions to a limited liability company which is subject to regulation under the Federal Power Act [16 U.S.C. Sect. 791(a)] and which is formed to operate or to take functional control of electric transmission assets as defined in the Federal Power Act

FILED FOR RECORD IN GREENVILLE COUNTY, SC ROD
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November 22, 2006 02:28:22 PM

Timothy J. Hanney

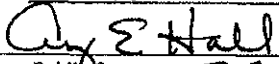
STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENVILLE)

AFFIDAVIT

PERSONALLY APPEARED BEFORE ME the undersigned who, being duly sworn, deposes and says:

1. I have read the information in this affidavit, and I understand such information.
2. The property was transferred by Monica W. Stasney
to Hamilton-Darling, LLC
3. Check one of the following: the deed is
 - (A) _____ Subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth in the amount of _____.
 - (B) _____ Subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary. The fee is computed on the fair market value of the realty which is \$ _____.
 - (C) Exempt from the deed recording fee because (See Exemptions on back)
#1
4. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: Attorney for Grantee
5. I understand that a person required to furnish this affidavit who wilfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both


Responsible Person Connected with the Transaction

SWORN TO BEFORE ME this 21
day of November, 2006

Notary Public for SC
My Commission Expires: 8/29/09