

STATE OF SOUTH CAROLINA )  
COUNTY OF GREENVILLE )

APR 11 1979

W. H. CHATFIELD

RIGHT-OF-WAY AGREEMENT

KNOW ALL MEN BY THESE PRESENTS that Central Realty Corporation, a corporation (Grantor), in consideration of the sum of One and No/100 (\$1.00) Dollar, receipt whereof is hereby acknowledged and in consideration of the mutual covenants contained herein, Grantor does hereby grant and convey unto Shoney's South, Inc., a corporation (Grantee), a non-exclusive easement and right-of-way for ingress and egress, said right-of-way being more particularly described on Exhibit "A" attached hereto and incorporated herein by reference and being briefly described as running in a southerly direction from Pelham Road across the property of the Grantor to the property this date conveyed by the Grantor to the Grantee situate in the County of Greenville, State of South Carolina, said right-of-way being 60 feet in width.

The right-of-way is to and does convey to the Grantee, its successors and assigns, the following:

The right and privilege of entering the aforesaid property, and to construct, maintain and operate within the limits of the right-of-way a road, with water line approved by the applicable governmental authority located under said road and make such repairs and replacement to the road as said Grantee may deem desirable, or as may be required hereunder.

IT IS AGREED, that the Grantee shall construct the road pursuant to any requirements of any applicable governmental authority for acceptance of the road for dedication as a public road.

IT IS AGREED, that so long as the road remains a private road for the use of the Grantor, the Grantee, ~~their~~ heirs, successors and assigns, Grantee shall maintain said road in good repair.

IT IS AGREED, that the Grantor, its successors and assigns, can tap into the water line underneath said road at Grantor's cost.

THE Grantor herein agrees to join in the execution of any documents which may be necessary to convey the road right of way and/or the water line which is to be constructed within the limits of said right of way to any governmental authority upon request by the Grantee.

IT IS AGREED, that the Grantee is granted a perpetual easement for the construction, use and maintenance of a sign, for the purposes of advertising, on property of the Grantor at a point within 10 feet south of Pelham Road and within 10 feet east of the road easement described herein. It shall be the responsibility of the Grantee to maintain any sign that it may erect at its cost and to obtain any necessary approval of any applicable governmental authority for the erection of said sign. The sign may only be used to advertise a business conducted on the property this date conveyed by Grantor to Grantee. This easement for a sign shall survive the dedication of the road referred to herein.

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