

The State of South Carolina

TRACT 4

COUNTY OF Greenville

Route No. 276 File No. 23,900.1

Right of Way Easement

Project No. F-116 (115)

The Kroger Co.

Approx. survey station, from 511+90 to 512+00 Rt.

KNOW ALL MEN BY THESE PRESENTS, That I (or we)

The Kroger Co.

in consideration of the sum of One Dollar, to me (or us) in hand paid, and other valuable consideration at and before sealing and delivering thereof, by the South Carolina Department of Highways and Public Transportation, receipt of which is hereby acknowledged, have granted, bargained, sold, and released, and by these presents do grant, bargain, sell and release, unto the said South Carolina Department of Highways and Public Transportation, its successors and assigns a right

of way for the construction of a section of the State Highway from U.S. Route # 276 Frontage Road and Road S-272 (Georgia Rd) Intersection on Route No. 276 State and

County aforesaid, as shown by plans prepared by the South Carolina Department of Highways and Public Transportation, on and over all lands which I (or we) may own in whole or in part, for the purpose of locating, constructing, improving, and maintaining the above described highway with the bridges and causeways thereon, and the right to construct and maintain controlled access facilities to said highway.

Bounded by the lands of Jeff R. Richardson as trustee for Hannah Richardson Trust on the Southeast, Standex International Corp on the Northwest and others.

Said right of way to have a width of 33 feet, that is 33 feet on each side of the center line of the highway. The grantor expressly recognizes the possibility that the property described herein may be used in the future by cable television companies for the purposes provided by Act No. 688 of the Acts of Joint Resolutions (1976).

"Special Provisions:" It is agreed that the concrete box water sprinkler and all appurtenance will be moved at no expense to the Owner. All right of way herein granted is more particularly shown on sheet # 13 of the plans for this project.

See Exhibit "A" Attached hereto and Made a part hereof.

This Right of Way Easement is subject to all encumbrances, restrictions, easements, plats, and other matters of record.

Together with, all and singular, the rights, members, hereditaments and appurtenances thereunto belonging, or in any wise incident or appertaining. It is agreed that buildings, fences, signs or other obstructions will not be erected by me (or us), my heirs, assigns or administrators within the limits of the right of way herein conveyed and that such buildings and fences as are now within the limits of the right of way herein conveyed will be moved from the right of way and restored in as good condition as before moving at the expense of the South Carolina Department of Highways and Public Transportation.

TO HAVE AND TO HOLD, all and singular, the said right of way and the rights hereinbefore granted, unto the said South Carolina Department of Highways and Public Transportation, its successors and assigns forever.

IN WITNESS WHEREOF, I (or we) have hereunto set my (or our) hand... and seal... this 11th day of November in the year of our Lord, One Thousand Nine Hundred and Eighty-Three

Signed, sealed and delivered in the presence of:

Phillip N. Morris
Ann F. Wingerberg

The Kroger Co.
Arthur Juergens
Arthur Juergens, Group Vice President



NOTE: All Right of Way Agreements must be in writing and are subject to rejection by the South Carolina Department of Highways and Public Transportation.

The State of South Carolina Ohio
COUNTY OF ~~GREENVILLE~~ Hamilton

Personally appeared Phillip N. Morris

and made oath that He saw the within named Arthur Juergens

sign, seal and, as his act and deed, deliver the within written easement; and that he with

ANN WINGERBERG witnessed the execution thereof.

Sworn to before me this 11th day of November A. D. 1983

Ann F. Wingerberg (L.S.)

Phillip N. Morris
Witness sign here

My Commission expires 10-11-83
Notary Public for State of Ohio

ANN F. WINGERBERG
Notary Public

(CONTINUED ON NEXT PAGE)

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(18)-65-305-122 (NOTE)

