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RECIPROCAL EASEMENT AGREEMENT

THIS AGREEMENT, made and entered into this third day of August, 1984; by and between The Litchfieli Company of South Carolina, Inc., a South Carolina corporation (hereinafter referred to as "Litchfield"), and Village Greer, a South Carolina partnership, by and through its managing partner, Caine Company, a South Carolina partnership, by Frank B. Halter, President and managing agent, (hereinafter referred to as "Village Greer");

WITNESSETH:

WHEREAS, Village Greer is the owner of those certain tracts or parcels of land situate, lying and being in Greenville County, South Carolina, described on Exhibit "B" attached hereto and made a part hereof (Village Greer Property); and

WHEREAS, simultaneously with the execution of this Agreement, Litchfield has acquired from Village Greer the property described on Exhibit "A" attached hereto and made a part hereof (Litchfield Property); and

WHEREAS, the parties hereto desire to execute this Agreement to provide for cross easements for egress and ingress and parking to and from the Village Greer property and the Litchfield property, certain vehicular parking rights through the respective properties, and other mutual covenants and agreements beneficial to the parties hereto;

NOW, THEREFORE, in consideration of the premises, the mutual covenants and obligations herein provided, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged the parties agree as follows:

Hutual Easement for Access. Village Greer hereby grants to Litchfield a perpetual non-exclusive easement for vehicular and pedestrian access to the Litchfield property over and across streets, driveways, and parking areas which may be constructed on the Village Greer property. Litchfield hereby grants Village Greer a perpetual non-exclusive easement for vehicular and pedestrian access to the Village Greer property over and across streets, driveways and parking areas which may be constructed on the Litchfield property. Each party absolutely reserves the right to make changes from time to time in the shape, size, and location of the improvements and parking areas on its respective property, the intent of the parties being to permit the development of the Village Greer property and the Litchfield property for retail and facilities in a compatible manner, utilizing the driveways and parking areas of the respective parcels of property to the autual benefit of Village Greer and Litchfield.

2. Cross Parking Rights.

(a) Litchfield hereby grants to Village Greer (and its successors and assigns, including mortgagees), the right for the customers, visitors, and invitees of such party and/or its tenants leasing from the other party to use the parking area on its respective property for the purpose of ingress and egress, parking of automobiles and other motor vehicles, and for driveway and walking purposes. The express intent hereof is that customers going to facilities located on Village Greer property may park in the parking areas of the Litchfield property. Tenants and employees of tenants of the owner of each of the properties, however, shall be required to park vehicles only in the parking area

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