

STATE OF SOUTH CAROLINA )  
 ) EASEMENT AND RIGHT OF WAY DEED  
COUNTY OF LEXINGTON ) (Mallard Lakes, Phases I and II,  
Roads)

THIS INDENTURE made this the 27 day of February, 1989, by and between THREE SEVENTY-EIGHT CO., INC., of the County and State aforesaid, Party of the First Part, and the TOWN OF LEXINGTON, of the County and State aforesaid, Party of the Second Part,

WITNESSETH:

That the parties hereto, for and in consideration of the sum of One (\$1.00) Dollar each to the other paid, the receipt of which is hereby acknowledged, and in further consideration of the agreements and conditions hereinafter contained do mutually agree as follows:

That the Party of the First Part does hereby grant, bargain, sell, release and convey unto the Party of the Second Part, its successors and assigns, easements and rights of way, over and across the lands hereinafter described for the purpose of constructing and maintaining streets or roads thereon, said easements and rights of way for the construction and maintenance of such streets or roads being more particularly described as follows:

All those certain areas and strips of land, in the Town of Lexington, County of Lexington, State of South Carolina, shown as street rights-of-way, together with all paving, sidewalks and plantings therein contained, on a Bonded Plat of MALLARD LAKES, PHASE III, prepared for THREE SEVENTY-EIGHT CO., INC., by B. P. Barber & Associates, Inc., Engineers, Surveyors, Planners, dated January 16, 1989, recorded in the Office of the Register of Mesne Conveyances for Lexington County in PLAT BOOK 228 AT PAGE 177, as follows: Mallard Lakes Drive, being sixty-six (66) feet in width, from the southern edge of the right-of-way of U. S. Highway No. 378 to its terminus at that line which would be the extension of the southernmost boundary of Lot 52 in Block "C," as shown on said plat; West Sparrowood Run, being fifty (50) feet in width, commencing at its intersection with Mallard Lakes Drive extending through the turnaround bounded by Lots 54 through 59 in Block "A," as shown on said plat; East Sparrowood Run, being fifty (50) feet in width, commencing at its intersection with Mallard Lakes Drive and extending through the turnaround bounded by Lots 9 through 14 in Block "C," as shown on said plat; Mallard Lakes Court, being fifty (50) feet in width, commencing at its intersection with Mallard Lakes Drive and extending through the turnaround bounded by Lots 41 through 46 in

Block "A," as shown on said plat; Deerglade Run, being fifty (50) feet in width, commencing at its intersection with Mallard Lakes Drive, extending thorough the turnaround bounded by Lots 31 through 36 in Block "C," as shown on said plat; Deerglade Court, being fifty (50) feet in width, commencing at its intersection with Deerglade Run and extending through the turnaround bounded by Lots 21 through 27 in Block "C," as shown on said plat; and Fox Chase, being fifty (50) feet in width, commencing at its intersection with Mallard Lakes Drive and extending through the turnaround bounded by Lots 25 thorough 31 in Block "A," as shown on said plat.

Together with all storm drainage pipes, curb inlets, catch basins, junction boxes and other storm drainage structures constructed within the right-of-way, and all water distribution lines, pipes, valves and fittings constructed therein, and all sanitary sewer lines, manholes and fittings constructed within said rights-of-way.

These being portions of the property conveyed to Three Seventy-Eight Co., Inc., by Deed of Sun Properties of Columbia, Inc., dated February 6, 1986, and recorded February 7, 1986, in Deed Book 784 at page 166 in the Office of the RMC for Lexington County.

It is understood and agreed that the width of the above described easements and rights of way may exceed the stated widths if made necessary by cuts and fills or by drainage ditches.

Together with all and singular the rights, members, hereditaments and appurtenances thereunto belonging, or in any wise incident or appertaining.

TO HAVE AND TO HOLD the said easements and rights of way unto the said Party of the Second Part, their successors and assigns, upon the following conditions:

Party of the First Part understands that said streets or roads are located by the Party of the First Part; that the construction and maintenance of said streets or roads will tend to collect surface waters into artificial channels and cast same on the lands adjoining said rights of way in concentrated form, through interference with the natural flow of such surface waters; that the Party of the Second Part does not hold itself out to perform, nor does it have equipment and material or appropriations of money to purchase equipment and material necessary to adequately pipe and ditch the lands adjoining said

rights of way (the contemplated road beds) for the purpose of removing the surface waters or to provide means so that the natural flow of water shall not be impounded or interfered with to the damage of adjoining lands; and it is therefore agreed as one of the material considerations and inducements for maintaining said streets or roads by the Party of the Second Part, that the Party of the First Part does hereby release the Party of the Second Part, in the State aforesaid, from, and does hereby assume all risks of loss, damage, destruction or claims of every kind or description, present or future, caused to, or suffered by Party of the First Part, its assigns or successors in title to property adjoining said rights of way resulting from the collection of, or interference with, the natural flow of surface water, due to the construction, maintenance and repair, including future construction, maintenance and repair, of said streets or roads creating or resulting in a nuisance or of the taking of property without due process of law.

It being understood and agreed by and between the parties hereto that the Party of the First Part shall guarantee the herein described streets and roads and the accompanying drainage system for a period of one year from the date of this Easement and Right of Way Deed and shall make any and all repairs as become necessary in the sole judgment of the Party of the Second Part or its representative.

And the Party of the Second Part, for itself and its successors, agrees to maintain and repair said streets or roads in a reasonably good and workmanlike manner thereafter.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals the day and year first hereinabove written.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

Meri D. Korn  
Shannon R. Dilch  
As to Party of the First Part

THREE SEVENTY-EIGHT COMPANY,  
INC. (SEAL)

BY: [Signature]  
Woodie R. Smith  
Its: President

BY: [Signature]  
Michael W. Tighe  
Its: Secretary

TOWN OF LEXINGTON

By: \_\_\_\_\_

Its: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
As to Party of the Second  
Part

STATE OF SOUTH CAROLINA )  
 ) PROBATE AS TO PARTY OF THE FIRST PART  
COUNTY OF RICHLAND )

PERSONALLY APPEARED before me Sheri D. Keen  
and made oath that he/she saw the within named Three Seventy-  
Eight Company, Inc., by Woodie R. Smith, its President, and  
Michael W. Tighe, its Secretary, Party of the First Part sign,  
seal and as its act and deed, deliver the within written  
document, and that he/she with Shannon R. Dilcher witnessed the  
execution thereof.

Sheri D. Keen

SWORN to before me this  
27th day of February, 1989.

Shannon R. Dilcher (L.S.)  
Notary Public for South Carolina  
My Commission Expires: 7-28-95

STATE OF SOUTH CAROLINA )  
 ) PROBATE AS TO PARTY OF THE SECOND PART  
COUNTY OF )

PERSONALLY APPEARED before me \_\_\_\_\_  
and made oath that he/she saw the within named the Town of  
Lexington, by \_\_\_\_\_, its \_\_\_\_\_, sign, seal  
and as its act and deed, deliver the within written document, and  
that he/she with \_\_\_\_\_ witnessed the  
execution thereof.

SWORN to before me this  
27th day of February, 1989.

\_\_\_\_\_  
(L.S.)  
Notary Public for South Carolina  
My Commission Expires: \_\_\_\_\_