

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

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Shook, Hardy & Bacon
2555 Grand Boulevard
Kansas City, MO 64106
Attention: Sandra Hawley, Esq.

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(Space Above for Recorder's Use)

GRANT OF EASEMENT AGREEMENT

This **GRANT OF EASEMENT AGREEMENT** (this "**Agreement**") is made as of November 18, 2004, by and among **QUEENSGATE INVESTMENT PARTNERS, LLC**, a South Carolina limited liability company ("**Queensgate**"), **HANS L. LENGERS VIII, L.L.C.**, a South Carolina limited liability company ("**Lengers VIII**") and **SOUTHCROSS DEVELOPMENT GROUP, LLC**, a South Carolina limited liability company ("**Southcross**"). (Queensgate, Lengers VIII and Southcross may be collectively referred to herein as the "parties.")

PRELIMINARY STATEMENTS

- (a) Queensgate is the fee owner of certain real property located in Lancaster County, South Carolina, as more particularly described in Exhibit A attached hereto (the "**Queensgate Property**").
- (b) Lengers VIII is the fee owner of certain real property located adjacent to the Queensgate Property in Lancaster County, South Carolina, as more particularly described in Exhibit B attached hereto (the "**Lengers Property**").
- (c) Southcross is the fee owner of certain real property located adjacent to the Queensgate Property in Lancaster County, South Carolina, as more particularly described in Exhibit C attached hereto and has an option to purchase certain real property located in Lancaster County, South Carolina, as more particularly described in Exhibit C attached hereto (collectively, the "**Southcross Property**").
- (d) The parties anticipate that the Queensgate Property, the Lengers Property and the Southcross Property will be developed at some point in the future and wish to grant easements to each other as set forth in this Agreement.
- (e) The purpose of this Agreement is to establish easements over the various easement areas described herein to provide (i) property available for construction,

operation, use, maintenance, and repair of a right-of-way/roadway to provide access between the various parties' property and the public roadway known as "U.S. Highway 521" and (ii) property available for the installation, operation and maintenance of certain utility facilities.

NOW, THEREFORE, the parties agree as follows:

1. Definitions. As used in this Agreement, the following terms have the following meanings:
 - (a) Easement Areas. The term "***Easement Areas***" shall mean, collectively, the Queensgate Easement Area and the Lengers Easement Area, as each such term is defined below.
 - (b) Easements. The term "***Easements***" shall mean, collectively, the Queensgate Easement and the Lengers Easement, as each such term is defined below, and the Directional Signage Easement described in Section 11 of this Agreement.
 - (c) Lengers Easement Area. The term "***Lengers Easement Area***" shall mean the area of real property shown as "Area 1," "Area 2" and "Area 4" on the Site Plan attached hereto as Exhibit D-1 and legally described on Exhibit D-2 attached hereto.
 - (d) Improvements. The term "***Improvements***" shall mean, collectively, the Spine Road Improvements and the Spur Road Improvements.
 - (e) Queensgate Easement Area. The term "***Queensgate Easement Area***" shall mean the area of real property shown as "Area 3" on the Site Plan attached hereto as Exhibit E-1 and legally described on Exhibit E-2 attached hereto.
 - (f) Owner. The term "***Owner***" shall mean the fee owner(s) of any of the Queensgate Property, the Lengers Property or the Southcross Property, or any portion of or interest in said parcels, as the case may be, and each of their successors and assigns, and any person or entity who shall, from time to time, be entitled to the use and occupancy of all or any part of the Queensgate Property, the Lengers Property or the Southcross Property under any lease, sublease, license or concession agreement, or other instrument or arrangement under which such rights of use and occupancy are acquired.
 - (g) Permittees. The term "***Permittees***" shall mean the members, officers, directors, employees, agents, contractors, tenants, licensees, patrons, guests and invitees of an Owner when such persons are transacting business on or visiting such Owner's property.
 - (h) Spine Road Improvements. The term "***Spine Road Improvements***" shall

mean the roadways, sidewalks, utilities, turning lanes, signage and other improvements located in "Area 1," "Area 2" and "Area 3" shown on Exhibit F attached hereto or located in the right of way for U.S. Highway 521 and which are necessary or desirable to provide (i) pedestrian and vehicular access to and from the Lengers Property, the Southcross Property and the Queensgate Property, and/or (ii) sanitary sewer, storm sewer, electricity, natural gas and water for the Lengers Property, the Southcross Property and the Queensgate Property (to the extent Queensgate provides a Opt-In Notice, as defined below). The parties agree that "Spine Road Improvements" shall also include the lift station located at the southern end of the Lengers Property and the force main pipe which runs from the lift station to the main line pipe on Highway 521. The utility fixtures and equipment (including without limitation, the lift station, utility lines, pumps, pipes and related equipment) which comprise part of the Spine Road Improvements are referred to herein as the "***Spine Road Utility Improvements.***"

- (i) **Spur Road Improvements.** The term "***Spur Road Improvements***" shall mean the roadways, utility and other improvements located within "Area 4" shown on Exhibit F attached hereto necessary to provide (i) access to and from, and/or (ii) utility service for the Queensgate Property. The utility fixtures and equipment (including without limitation, the lift station, utility lines, pumps, pipes and related equipment) which comprise part of the Spur Road Improvements are referred to herein as the "***Spur Road Utility Improvements.***"

2. Grant of Easement from Queensgate to Lengers VIII and Southcross. Subject to the limitations and conditions set forth in this Agreement, the following easement is hereby granted, declared, created, intended and established:

Queensgate hereby creates, grants and conveys to Lengers VIII and to Southcross, each of their successors and assigns, and all current and successive Owners and Permittees of the Lengers Property and the Southcross Property, for the benefit of the Lengers Property and the Southcross Property, a nonexclusive easement (the "***Queensgate Easement***") for the Term set forth in Paragraph 6 of this Agreement, in, over, across and under the Queensgate Easement Area for the purposes of: (a) locating, installing, constructing, maintaining, repairing, operating and using, as applicable, roadway and underground utility facilities, (b) vehicular and pedestrian ingress, egress, passage and traffic (but not parking rights) to and from the Lengers Property and the Southcross Property, (c) construction, installation, maintenance, repair and replacement of a monument sign within the portion of the Queensgate Easement Area located at the Highway 521 entrance area, and (d) doing such other things as are authorized or required to be done over the Queensgate Easement Area or any portion thereof pursuant to the other provisions of this Agreement.

3. Grant of Easement from Lengers VIII to Queensgate and Southcross. Subject to

the limitations and conditions set forth in this Agreement, the following easement is hereby granted, declared, created, intended and established:

Lengers VIII hereby creates, grants and conveys to Queensgate and to Southcross, each of their successors and assigns, and all current and successive Owners and Permittees of the Queensgate Property and the Southcross Property, for the benefit of the Queensgate Property and the Southcross Property, a nonexclusive easement (the "**Lengers Easement**") for the Term set forth in Paragraph 6 of this Agreement, in, over, across and under the Lengers Easement Area for the purposes of: (a) locating, installing, constructing, maintaining, repairing, operating and using, as applicable, roadway and underground utility facilities, (b) vehicular and pedestrian ingress, egress, passage and traffic (but not parking rights) to and from the Queensgate Property and the Southcross Property, and (c) doing such other things as are authorized or required to be done over the Lengers Easement Area or any portion thereof pursuant to the other provisions of this Agreement.

4. Benefit of Easements; Appurtenant Easement.

- (a) Queensgate Easement. The Queensgate Easement established herein is for the benefit of the Lengers Property, the Southcross Property, and each of the Owners and Permittees of the Lengers Property and the Southcross Property. The Queensgate Easement granted herein is an appurtenant easement. For the purpose of the Queensgate Easement, the Lengers Property and the Southcross Property shall be the dominant tenements and the Queensgate Property shall be the servient tenement.
- (b) Lengers Easement. The Lengers Easement established herein is for the benefit of the Queensgate Property, the Southcross Property, and each of the Owners and Permittees of the Queensgate Property and the Southcross Property. The Lengers Easement granted herein is an appurtenant easement. For the purpose of the Lengers Easement, the Queensgate Property and the Southcross Property shall be the dominant tenements and the Lengers Property shall be the servient tenement.

5. Construction of Improvements.

- (a) Spine Road Improvements – Design and Construction
 - (i) Design Criteria. As of the date of this Agreement, the Easement Areas are not improved. For a period of one hundred twenty (120) days following the date of this Agreement, the Owners of the Lengers Property, the Queensgate Property and the Southcross Property shall all cooperate in good faith and in a diligent manner to agree upon the design criteria and budget for the following Spine Road Improvements: (A) to the extent not to be constructed materially in accordance with applicable County and/or utility company specifications applicable to the intended development of

the properties, the turning lane and other improvements required by the County to be added to Highway 521, the lift station, and the utility facilities which comprise the Spine Road Improvements, and (B) the elevations/schematics for the above ground portions of the roadways, sidewalks, landscaping, signage and improvements (other than those set forth in subsection (A), above) which comprise the Spine Road Improvements. In agreeing upon the design criteria and budget, the Owners of the Lengers Property, the Queensgate Property and the Southcross Property shall take into consideration the overall development plans for the Lengers Property, the Queensgate Property and the Southcross Property and the architectural integrity and continuity of the projects to be located thereon. Each Owner shall provide its approval or disapproval within thirty (30) days of receipt of the proposed design criteria and budget for all of the applicable Spine Road Improvements, and if an Owner does not provide such approval/disapproval within said 30-day period, then such Owner shall be deemed to have approved the proposed design criteria and budget.

- (ii) Queensgate Options. The Owner(s) of the Queensgate Property shall have up to the date that is one hundred fifty (150) days following the date of this Agreement to provide written notice (the "**Opt-In Notice**") to the other Owners as to: (A) whether it or an entity affiliated with Queensgate or Robert L. Barr wishes to tie into any utility facilities which comprise a portion of the Spine Road Improvements or to have any Spine Road Utility Improvements upgraded to handle increased capacity to serve the Queensgate Property and (B) whether it or an entity affiliated with Queensgate or Robert L. Barr wishes to add additional acreage (not to exceed 25 acres) (the "**Additional Property**") to the "Queensgate Property" to be benefited by the Lengers Easement. In conjunction therewith, no later than sixty (60) days after the date of this Agreement, the Owner(s) of the Queensgate Property shall provide the other Owners with the information necessary to prepare modified design criteria and a modified budget, and within sixty (60) days after delivery of such information, the modified design criteria and modified budget shall be provided to Queensgate. Within thirty (30) days of Queensgate's delivery of the Opt-In Notice, the parties agree to execute an amendment to this Agreement adding the Additional Property (if any) to the definition of "Queensgate Property." Queensgate, at its sole costs and expense, shall prepare and record the amendment documentation. To the extent the Additional Property is added only for purposes of utility capacity and not for purposes of access, then any increase in Queensgate's pro rata share (per Section 9) as a result of adding the Additional Property to the scope of this Agreement shall apply only

to costs of maintenance/repair with respect to the Spine Road Utility Improvements (i.e. Queensgate's pro rata share of costs with respect to all other Spine Road Improvements shall continue to be based upon 13.4 acres).

- (iii) Construction Option by Lengers Property Owner. If the Owners of the Lengers Property, the Queensgate Property and the Southcross Property agree upon the design criteria and budget for the applicable Spine Road Improvements within the 120-day period described in subsection (a)(i), above, then, for a period of one hundred fifty (150) days following the date of agreement on design criteria by the parties, the Owner of the Lengers Property (or, at its option, a third party with whom the Owner of the Lengers Property contracts for development services) shall have the exclusive right, but not the obligation, to construct the Spine Road Improvements in accordance with the agreed upon design criteria and in accordance with applicable law and governmental regulations (including, but not limited to, applicable standards of the South Carolina Department of Transportation and Lancaster County, South Carolina), and applicable utility company requirements/standards, in the case of utility facilities. If the Owner of the Lengers Property initiates construction of the Spine Road Improvements by filing all applicable permit applications with the appropriate governmental authorities, then it shall pursue construction to completion in a diligent and expeditious manner.
- (iv) Construction Option by Other Owners. If: (A) the Owners of the Lengers Property, the Queensgate Property and the Southcross Property do not agree upon the design criteria and budget for the applicable Spine Road Improvements within the 120-day period described in subsection (a)(i), above, *or* (B) if agreement is reached on the design criteria and budget in accordance with subsection (a)(i), above, but either the Owner of the Lengers Property (or such third party developer) has not filed all applicable permit applications with the appropriate governmental authorities for construction of the Spine Road Improvements prior to the end of the 150-day period described in subsection (a)(iii), above, or the Owner of the Lengers Property does not pursue completion of construction in a diligent and expeditious manner as required by subsection (a)(iii), above, then the Owner of the Southcross Property (or, at its option, a third party with whom the Owner of the Southcross Property contracts for development services) and the Owner of the Queensgate Property (or, at its option, a third party with whom the Owner of the Queensgate Property contracts for development services) shall each have the right, but not the obligation, upon thirty (30) days written notice to the other Owners, to construct all or a portion of the Spine Road

Improvements. Any such construction shall be in accordance with design criteria reasonably agreed upon by a majority of votes of the Owner(s) of the Lengers Property (which shall collectively have one vote), the Owner(s) of the Southcross Property (which shall collectively have one vote) and the Owner(s) of the Queensgate Property (which shall collectively have one vote) and in accordance with applicable law and governmental regulations (including, but not limited to, applicable standards of the South Carolina Department of Transportation and Lancaster County, South Carolina), and applicable utility company requirements/standards, in the case of utility facilities.

- (b) Spur Road Improvements – Design and Construction. At any time following the date of this Agreement: (i) the Owner of the Southcross Property (or, at its option, a third party with whom the Owner of the Southcross Property contracts for development services) and the Owner of the Queensgate Property (or, at its option, a third party with whom the Owner of the Queensgate Property contracts for development services) shall each have the right, but not the obligation, upon thirty (30) days written notice to the other Owners, to construct all or a portion of the Spur Road Improvements other than the Spur Road Utility Improvements, and (ii) the Owner of the Queensgate Property (or, at its option, a third party with whom the Owner of the Queensgate Property contracts for development services) shall have the exclusive right to construct the Spur Road Utility Improvements. All Spur Road Improvements other than the Spur Road Utility Improvements shall be constructed in accordance with plans and specifications approved by all Owners of the Queensgate Property, the Southcross Property and the Lengers Property (which approval in each case shall not be unreasonably withheld, delayed or conditioned), and all Spur Road Improvements, including the Spur Road Utility Improvements, shall be constructed in accordance with applicable law and governmental regulations (including, but not limited to, applicable standards of the South Carolina Department of Transportation and Lancaster County, South Carolina), and applicable utility company requirements/standards, in the case of utility facilities.
- (c) Use of Adjacent Property. Each entity constructing Improvements shall have the right to enter and use a strip of land twenty (20) feet in width located on each side of, and immediately adjacent to, the Easement Areas to the extent necessary for construction of the Improvements; provided, however, following use, such entity constructing the Improvements shall restore such strip of land to its condition prior to construction. The rights granted pursuant to the terms of this Section 5(c) shall terminate on the date that is four (4) years following the date of this Agreement.
- (d) Cost of Construction to be Shared. The costs of construction of the Improvements shall be shared by the Owners on a pro rata basis based

upon relative percentages or acreage amounts of the Queensgate Property, Southcross Property and Lengers Property as set forth in Section 9 of this Agreement; provided, however, (i) Queensgate shall not be obligated to contribute to costs of construction as to the area identified as "Area 2" on Exhibit "F" attached hereto, (ii) Queensgate shall not be obligated to contribute to costs of construction as to Spine Road Utility Improvements unless Queensgate delivers the Opt-In Notice, in which case Queensgate shall be liable for all increased costs of the Spine Road Utility Improvements which result from its decision to opt-in (i.e., if costs of construction of the Spine Road Utility Improvements without Queensgate opting-in are \$100,000 and costs of construction of the Spine Road Utility Improvements with Queensgate opting-in are \$125,000, then Queensgate shall pay only \$25,000), (iii) Southcross shall not be obligated to contribute to costs of construction as to Spur Road Utility Improvements, and (iv) Lengers VIII shall not be obligated to contribute to costs of construction as to the area identified as "Area 4" on Exhibit "E." For purposes hereof, the "*costs of construction*" shall mean all costs incurred by the Owner constructing the Improvements, including but not limited to, the costs for materials and labor, costs for bonds, costs of surveys relating to the Improvements, architect fees, site engineering costs and such other costs which are reasonably prudent and necessary for construction and/or dedication to the public of the Improvements. The terms of this Section 5 (d) shall survive termination or expiration of this Agreement.

(e) Payments. All payments shall be made by the Owners within ten (10) days following receipt of an invoice for same based upon a percentage of completion of the subject Improvements. All invoices shall be accompanied by (i) documentation which evidences the costs incurred and (ii) lien waivers as to improvement costs previously reimbursed by the Owners and due thirty (30) or more days prior to the date of the then current invoice.

(f) Dedication to the Public. Following construction of the roadways in the Easement Areas, the constructing party shall initiate and diligently pursue public dedication of the roadways and utilities facilities (as applicable) to Lancaster County, South Carolina. All other Owners shall cooperate in such process to the extent reasonably required.

6. Term. The Easements established herein (other than as set forth below regarding signage), and this Agreement, shall continue in full force and effect for a period (the "*Term*") commencing on the date of recordation hereof and continuing to and until the earlier of: (a) recordation of a written instrument executed by each Owner waiving and relinquishing the Queensgate Easement and/or Lengers Easement, as the case may be, and the rights and obligations granted herein; or (b) public dedication of all of the roadways and the utilities facilities constituting the Improvements. Each party hereby waives any right it may have at law or equity to terminate this Agreement other than as expressly provided in this Paragraph 6.

The easement rights granted in this Agreement with regard to signage at the entrance to Highway 521 and the Directional Signage Easement shall be perpetual.

7. Landscaping, Repair and Maintenance.

- (a) Responsibility. During the Term hereof:
- (i) the Owner of the Lengers Property shall have the exclusive right and obligation to landscape, maintain and repair all Improvements located in, on or under those portions of the Easement Areas identified as "Area 1," "Area 2," and "Area 3" on Exhibit "F" in good condition for the benefit of all Owners; and
 - (ii) the Owners of the Queensgate Property and the Southcross Property shall each have the right, upon ten (10) days notice to each other Owner, to landscape, maintain and repair all Improvements located in, on or under that portion of the Easement Area identified as "Area 4" on Exhibit "F" in good condition for the benefit of the Owners of the Queensgate Property and the Southcross Property.
- (b) Standard. All landscaping, maintenance and repair shall be performed in such manner and at such intervals as shall be required to at all times maintain the Improvements in good condition; provided, however, that the party who performs the landscaping, maintenance and/or repair shall perform such landscaping, maintenance and repair so as to minimize interference with the use of surrounding properties.
- (c) Cost. The cost of landscaping, maintenance and repair shall be shared by the parties on a pro rata basis based upon the percentages or relative acreage amounts of the Queensgate Property, Southcross Property and Lengers Property as set forth in Section 9 of this Agreement; provided, however, (i) Queensgate shall not be obligated to contribute to landscaping, maintenance and repair costs as to the area identified as "Area 2" on Exhibit "F", (ii) Queensgate shall be obligated to contribute to costs of maintenance/repair of the Spine Road Utility Improvements only if Queensgate delivers the Opt-In Notice, (iii) Southcross shall be obligated to contribute to maintenance/repair costs as to the Spur Road Utility Improvements only if, and after such time, as Southcross may exercise its right to tie into the Spur Road Utility Improvements, and (iv) Lengers VIII shall not be obligated to contribute to landscaping, maintenance and repair costs as to the area identified as "Area 4" on Exhibit "F". All payments shall be made by the Owners within ten (10) days following receipt of an invoice for same (accompanied by documentation which evidences the costs incurred). The terms of this Section 7(c) shall survive termination or expiration of this Agreement.

(d) Right to Perform Work. Each Owner (a "**Performing Person**") shall have the right, without being obligated to do so, to perform the work or furnish the services required of an Owner under this Section 7 in the event that such non-performing person shall fail to perform such work or render such services in accordance with such requirement. Prior to the performance of any work or furnishing of any services by a Performing Person as a result of an Owner's failure to maintain or furnish such services, such Performing Person shall give to the other Owners notice of its intention to do so, specifying the work to be performed or the services to be furnished. Such notice shall be given as provided herein and shall be given not less than thirty (30) days prior to the commencement of such performance of work or furnishing of services; provided, however, that if the work to be performed or the services to be furnished are of an emergency nature, such Performing Person need not give thirty (30) days prior notice but shall give such advance notice as is reasonably practicable under the emergency circumstances.

(e) Cost of Performance. Upon completion of the performance of any work, or from time to time if such work is of a continuing nature, the Performing Person shall be reimbursed by the other Owners (as applicable) in accordance with the terms of Section 7(c), above. The terms of this Section 7(e) shall survive termination or expiration of this Agreement.

8. Audit Rights. Each Owner shall have the right to cause an audit to be performed by a certified public accountant of the costs described in Paragraphs 5 and 7, above. Each Owner's right to audit shall expire two (2) years after the delivery to such Owner of the applicable statement of costs to be paid by such Owner. If an audit demonstrates that the costs invoiced to such Owner were overstated by five percent (5%) or more, then the overpayment shall be refunded to such Owner within twenty (20) days following receipt of the Owner's written audit report.

9. Pro Rata Share. For purposes of calculating costs to be shared by the Owners pursuant to the terms of Sections 5 and 7, above, the "pro rata share" shall be calculated based upon the following acreage/percentage amounts:

For "Area 1" and "Area 3" on Exhibit "F":

Lengers Property:	71.4 acres
Southcross Property:	15.8 acres
Queensgate Property:	13.4 acres

For "Area 2" on Exhibit "F":

Lengers Property:	71.4 acres
Southcross Property:	15.8 acres

For "Area 4" on Exhibit "F" [only as to (i) construction and maintenance/repair costs of Spur Road Improvements that are not Spur Road Utility Improvements and (ii) maintenance/repair costs of Spur Road Utility Improvements if, and after such time, as Southcross may exercise

its right to tie into the Spur Road Utility Improvements]

Southcross Property: 25%

Queensgate Property: 75%

10. Indemnification. Each Owner hereby agrees to indemnify, defend and hold harmless each other Owner, and each of their respective affiliated companies and the respective members, managers, directors, officers, employees, agents, representatives and professional consultants, and the successors and assigns of each of the foregoing, and each of them (the "**Indemnified Persons**") from and against any loss, liability, damage, costs, expenses, injury or claim of any kind or character to any person (including death) or property arising from or caused by (a) construction by such Owner of any Improvements in, on or under the Easement Areas, (b) use of the Easement Areas by such Owner, its Permittees or any other person(s) claiming under such Owner, or (c) failure by such Owner to perform its obligations under this Agreement. The terms of this Section 10 shall survive termination or expiration of this Agreement.

11. Directional Signage. Southcross agrees that the Owner of the Queensgate Property shall have the right, and Southcross hereby creates, grants and conveys to Queensgate, its successors and assigns forever, a non-exclusive perpetual easement, appurtenant to the Queensgate Property, to install, operate, maintain, repair and replace directional signage on the Southcross Property at a location generally at the intersection of "Area 2" and "Area 4" as shown on Exhibit "F". The exact location and the design of the directional signage shall be subject to approval by the Owner of the Southcross Property, and nothing shall prohibit the Owner of the Southcross Property to have signage at the same location.

12. Default and Cure. In addition to any remedies set forth elsewhere in this Agreement, if any Owner shall breach, violate or fail to perform or satisfy any other obligation set forth herein and fail to cure such breach, violation or failure within thirty (30) days after written notice from an Owner, then the notifying Owner may enforce any one or more of the following remedies or any other rights or remedies to which such notifying Owner may be entitled by law or equity, whether or not set forth herein. The notifying Owner may bring a suit to recover the amounts due and unpaid and/or for damages for any compensable breach of or noncompliance with any of the obligations contained herein. It is recognized that a violation by an Owner of one or more of the obligations may cause the notifying Owner to suffer material injury or damage not compensable in money and that such notifying Owner may be entitled to bring an action in equity or otherwise for specific performance to enforce compliance with this Agreement or for an injunction to enjoin the continuance of any breach or violation hereof. The rights and remedies set forth herein shall be deemed to be cumulative; and no one of such rights and remedies shall be exclusive, at law or in equity, of any other right or remedy which might otherwise be available by virtue of a default under this Agreement. In the event of a dispute between the parties in connection with this Agreement or the transactions contemplated hereby, each of the parties hereto agrees that the prevailing party shall be entitled to reimbursement by the non-

prevailing party(ies) of reasonable legal fees and expenses incurred in connection with any action or proceeding.

13. Interest on Unpaid Amounts. All amounts due and unpaid by an Owner hereunder to any other Owner shall bear interest at the rate of four percentage points over the then current "prime rate" published in the *Wall Street Journal* (or its successor) from the due date until paid in full.
14. Unpaid Amounts Constitute Lien. All amounts due and unpaid by an Owner hereunder to any other Owner, including any costs pursuant to Sections 5 and/or 7, and including costs or expenses paid or incurred in prosecuting any remedy as set forth above (including all reasonable attorneys' fees and costs of collection), shall be a charge against the non-paying Owner's property, shall be a continuing lien thereon until paid, and shall also be the personal obligation of the person who was fee title owner of such property when such charges became due or such breach or violation was committed. Such lien shall attach and be effective from the date of recording of a lien notice or judgment as required by applicable law. Upon such recording, such lien shall be superior and prior to all other liens encumbering the property involved, except that such lien shall not be prior and superior to any mortgages of record prior to the recording of such lien notice or any renewal, extension or modification (including increases) of previously recorded mortgages. Upon request by any party to this Agreement, each other party shall execute a certificate setting forth any charges/amounts due to it from the requesting party. Such certificate shall run to the requesting party and/or such party's lender/mortgagee of record.
15. Covenants to Run With Land. The covenants set forth herein are intended and shall be construed as covenants running with the land during the Term hereof, and all of the provisions and terms of this Agreement shall be binding upon and burden, and shall inure to the benefit of, all persons having or acquiring any right, title, or interest in the Queensgate Property, the Lengers Property and/or the Southcross Property, or any part thereof, and their successors and assigns, all upon the terms, provisions and conditions set forth herein.
16. Legal Description of Queensgate Property. The parties acknowledge that the description of the Queensgate Property attached as Exhibit "A" to this Agreement was prepared based upon an engineering site plan. Queensgate shall have the right, in its sole discretion and at its sole cost, to have a survey (the "Queensgate Survey") of the Queensgate Property prepared in accordance with the Minimum Standards Manual for the Practice of Land Surveying in South Carolina and to prepare a new legal description of the Queensgate Property based upon the Queensgate Survey. Upon request by Queensgate at any time, each of the parties agrees to execute and record an amendment to this Agreement to replace Exhibit "A" hereto with a new Exhibit "A" based on the Queensgate Survey. Queensgate, at its sole cost, shall prepare and record the amendment documentation.

17. Utility Tie-Ins. Each Owner shall have the right to tie into the utility facilities located in the Easement Areas at such Owner's cost; provided, however, no such tie-in shall interfere with the provision of utility services to the other Owners; and provided, further, that notwithstanding anything contained in this Agreement to the contrary, the right of Queensgate to decide to tie-in to the Spine Road Utility Improvements as to the Queensgate Property (other than the Queensgate Property located East of the Southcross Property and adjacent to Highway 521) shall terminate after the date which is 150 days following the date of this Agreement.
18. General Control. Except as specifically permitted in this Declaration, each Owner shall keep the Easement Areas open at all times for the free use thereof as intended in this Agreement and no Owner nor any of such Owner's Permittees shall obstruct any portion of the Easement Areas in any way which would impair the continuous and uninterrupted use of such portion of the Easement Areas for the purposes intended herein. If in the opinion of any Owner unauthorized persons within the control of another Owner are improperly using the Easement Areas, then such Owner, upon demand, shall restrain such persons from such unauthorized use by taking all reasonably appropriate actions.
19. No Rights in Public. Until such time as the Improvements are dedicated to the public as a public roadway, nothing herein shall be deemed to be a gift or dedication of any portion of the Easement Area to or for the general public or for any public purpose whatsoever, it being the intention of the parties that the grant of the Easements contained herein shall be strictly limited to and for the purposes herein expressed. No person shall benefit from the provisions of this Agreement except as expressly provided herein.
20. Force Majeure. Each Owner shall be excused from performing any of its obligations or undertakings provided for in this Agreement, except any of its obligations to pay any sums of money under applicable provisions hereof, in the event and/or for so long as the performance of such obligation is prevented, delayed, retarded or hindered by any cause (excluding financial inability) not within the reasonable control of such Owner.
21. Miscellaneous. (a) This Agreement shall be governed by, and construed in accordance with, the laws of the State of South Carolina. (b) If any term, provision or condition contained in this Agreement (or the application of any such term, provision, or condition) shall to any extent be invalid or unenforceable, the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law. (c) This Agreement, or any provision hereof, may be terminated, extended, modified or amended only with the approval in writing of each Owner.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties have executed this Grant of Easement Agreement on the day and year first above written

Signed, sealed and delivered
in the presence of:

QUEENSGATE INVESTMENT PARTNERS, LLC,
a South Carolina limited liability company

[Signature]
[Signature of Witness]

By: [Signature]
Name: Robert L. BARR
Title: Manager

[Signature]
[Signature of Witness]

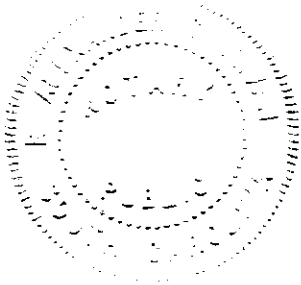
STATE OF South Carolina)
)
COUNTY OF York)

The foregoing instrument was acknowledged before me this 18th day of November, 2004, by Robert L. Barr, as Manager of Queensgate Investment Partners, LLC, a South Carolina limited liability company, on behalf of the limited liability company.

[Signature]
Notary Public for SC

My commission expires:

4-23-2009
(NOTARIAL SEAL)



Signed, sealed and delivered
in the presence of:

[Signature]
[Signature of Witness]

[Signature]
[Signature of Witness]

HANS L. LENGERS VIII, L.L.C.,
a South Carolina limited liability company

By: [Signature]
Name: HANS L. LENGERS
Title: MANAGING MEMBER

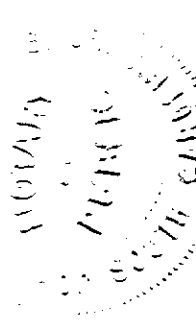
STATE OF South Carolina)
COUNTY OF York)

The foregoing instrument was acknowledged before me this 18 day of
November, 2004, by Hans L. Lengers, as
Member of Hans L. Lengers VIII, L.L.C., a South Carolina
limited liability company, on behalf of the limited liability company.

[Signature]
Notary Public for South Carolina

My commission expires:

5/17/05
(NOTARIAL SEAL)



Signed, sealed and delivered
in the presence of:

LLC

SOUTHCROSS DEVELOPMENT GROUP,

a South Carolina limited liability company

[Signature]
[Signature of Witness]

[Signature]
[Signature of Witness]

By: [Signature]
Name: Ronald Singer
Title: Member

STATE OF SC)
COUNTY OF York)

The foregoing instrument was acknowledged before me this 18 day of
November, 2004, by Ronald Singer, M.D. as
Member of Southcross Development Group, LLC, a South
Carolina limited liability company, on behalf of the limited liability company.

[Signature]
Notary Public for [Signature]
S.C.

My commission expires:
5/17/05
(NOTARIAL SEAL)



EXHIBIT A

QUEENSGATE PROPERTY

Beginning at a point at the edge of the westernmost right of way for SC Highway 521, such point of beginning being located south of an IPS #5 rebar, from a curve having a radius of 2916.00 and length of 458.52 feet; thence continuing along the curve and edge of said right of way having a radius of 2916.00 feet and a length of 32.77 feet to an IPS-#5 rebar, such curve being shown as "C1" on the below referenced site plan; thence continuing in a southerly direction along the edge of said right of way S. 07-48-44 (+/-) E. for a distance of 77.57 feet located at the southwesternmost corner of the SC Highway 160 and SC Highway 521 to an IPS-#5 rebar; thence in a southerly direction along the edge of said right of way S. 04-37-50 (+/-) E. for a distance of 100.12 feet to an IPS-#5 rebar; thence in a southerly direction along the edge of said right of way S. 07-48-44 (+/-) E. for a distance of 200 feet to a IPS-#5 rebar; thence in a southerly direction along the edge of said right of way S. 10-41-28 (+/-) E. for a distance of 100.12 feet to an IPS-#5 rebar; thence in a southerly direction along the edge of said right of way S. 07-49-44 (+/-) E. for a distance of 457.8 (+/-) feet to a point along the edge of said right of way; thence turning and proceeding away from said right of way N. 85-39-13 W. for a distance of 130.7 feet to a point; thence turning and proceeding N. 07-54-14 W. for a distance of 310.1 feet to an IPS-#5 rebar; then N 82-27-08 (+/-) for a distance of 112.96 (+/-) feet to a point along the edge of a 1.02 acre included tract as shown on the below referenced site plan; thence turning and proceeding N. 82-27-08 (+/-) W. for a distance of 437.2 feet to a 3/4" pipe; thence N. 82-21-34 W. for a distance of 130.7 feet; thence turning and proceeding N. 06-28-36 W. for a distance of 691.9 feet; thence turning and proceeding S. 03-00-37 W. for a distance of 38.46 feet, such course and distance running along the southernmost line of a 1.03 acre tract shown on the below referenced site plan; thence turning and proceeding N. 06-71-30 W. for a distance of 36 feet; thence turning and proceeding N. 82-57-43 (+/-) E. for a distance of 230 feet, such course and distance running along the southernmost line of a 1.00 acre tract shown on the below referenced site plan; thence turning and proceeding N 06-31-50 W. for a distance of 189.0 feet; thence turning and proceeding along the southern right of way for SC 160 N. 02-37-43 E. for a distance of 75 feet, thence turning and proceeding S. 06-31-50 E. for a distance of 231.0 feet; thence turning and proceeding N. 80-23-11 E. for a distance of 200.3 feet; thence turning and proceeding S. 06-43-41 E. for a distance of 231.6 feet; thence turning and proceeding N. 83-28-10 E. for a distance of 235.9 feet, to the point of beginning. Said tract contains **13.4 acres** (+/-) as shown on site plan entitled "Queensgate Planned Development" prepared by Hobbs, Upchurch & Associates in November, 2000, a copy of which is attached hereto.

LESS AND EXCEPT: That certain **1.02 acre** tract located on the southern property line of above described tract being more particularly described as follows: Beginning as an IPF #5 rebar located on the southernmost property line of the above described tract and proceeding N 02 14 38 (+/-) W for a distance of 112.96 feet to a point on reference property line; thence turning and proceeding N 06 24 59 W for a distance of 215.6 feet;

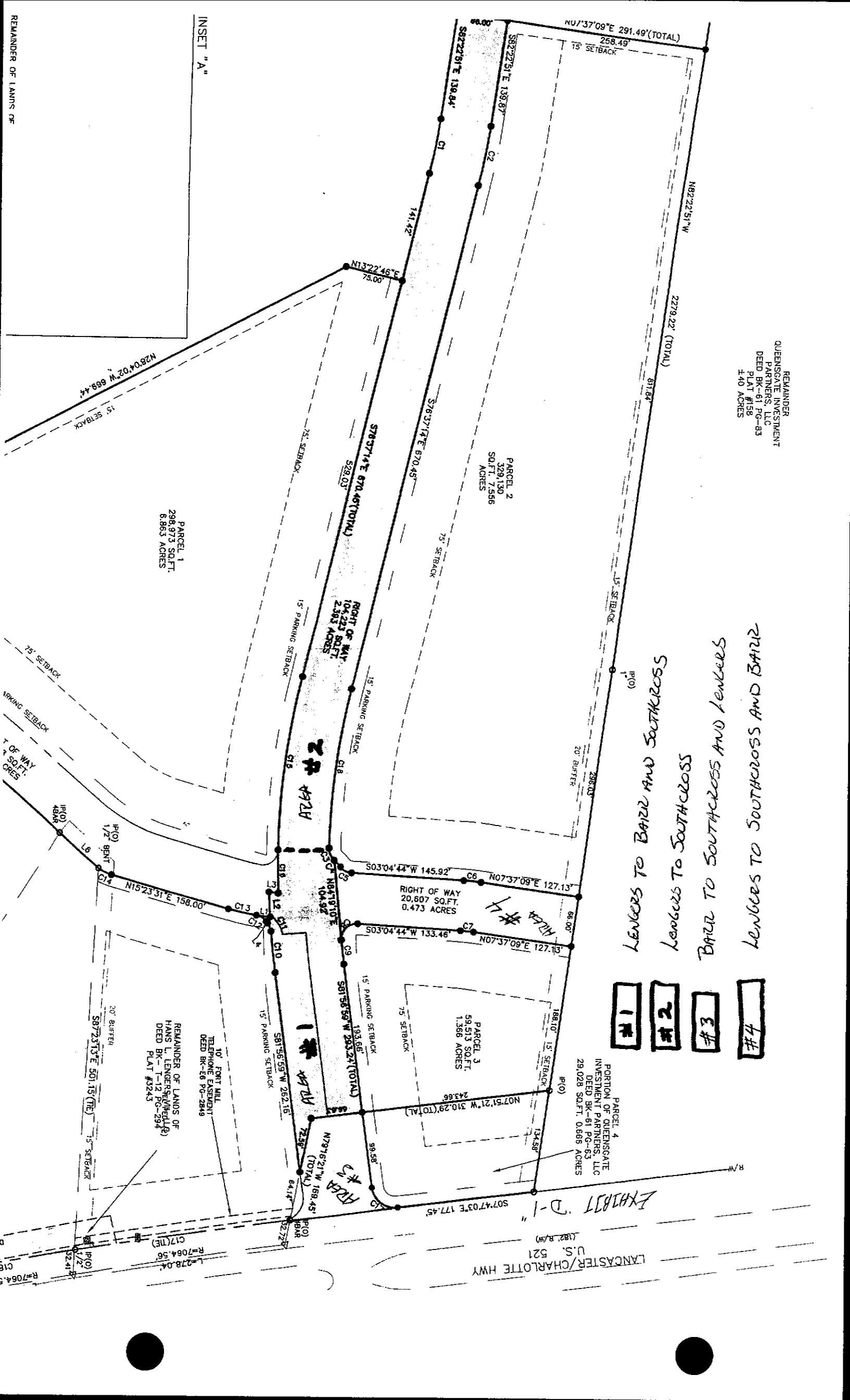
thence turning and proceeding N 80 37 38 E for a distance of 182.9 feet; thence turning and proceeding S 08 24 59 E for a distance of 270.4 feet; thence turning and proceeding N 02 14 50 (+/-) feet to the point of beginning.

REMAINDER
QUEENSGATE INVESTMENT
PARTNERS, L.L.C.
DEED BK-61 PG-83
PLAT #158
1.40 ACRES

LENGERS TO BARR AND SOUTHROSS
LENGERS TO SOUTHROSS
BARR TO SOUTHROSS AND LENGERS
LENGERS TO SOUTHROSS AND BARR

#1
#2
#3
#4

LANCASTER/CHARLOTTE HWY
U.S. 521
1.182 R/W



REMAINDER OF LANDS OF

REMAINDER OF LANDS OF

EXHIBIT "B"

"ALL that certain piece, parcel or lot of land, lying, being and situate in Indian Land Township, Lancaster Couth Carolina, on the west side of U.S. Highway 521, containing ninety and ten hundredths (90.10) acres, more or less, and being shown and described on plat of survey made by William J. Alexander, RLS, dated April, 1974, entitled "Boundary Survey Property of James R. Wolfe, Estate" and recorded in the Office of the Register of Deeds for Lancaster County, South Carolina in Plat Number 3243, LESS AND EXCEPT THEREFROM HOWEVER, all of the property designated as the Southcross Property and fully described in Exhibit "C" of this Agreement. Reference to said plat and Exhibit is craved for a more minute description."

EXHIBIT "C"

"ALL that certain piece, parcel or lot of land, lying, being and situate in Indian Land Township, Lancaster Couth Carolina, lying to the west of U.S. Highway 521, containing seven and five hundred fifty-six thousandths (7.556) acres, more or less, and being shown, described and designated as "Parcel 2" on plat of survey made by The Isaacs Group, dated July 12, 2004, entitled "Subdivision Plat of Southcross Management Group, LLC Map 1", and recorded in the Office of the Register of Deeds for Lancaster County, South Carolina in Plat Book 2004, page 646. Reference to said plat is craved for a more minute description."

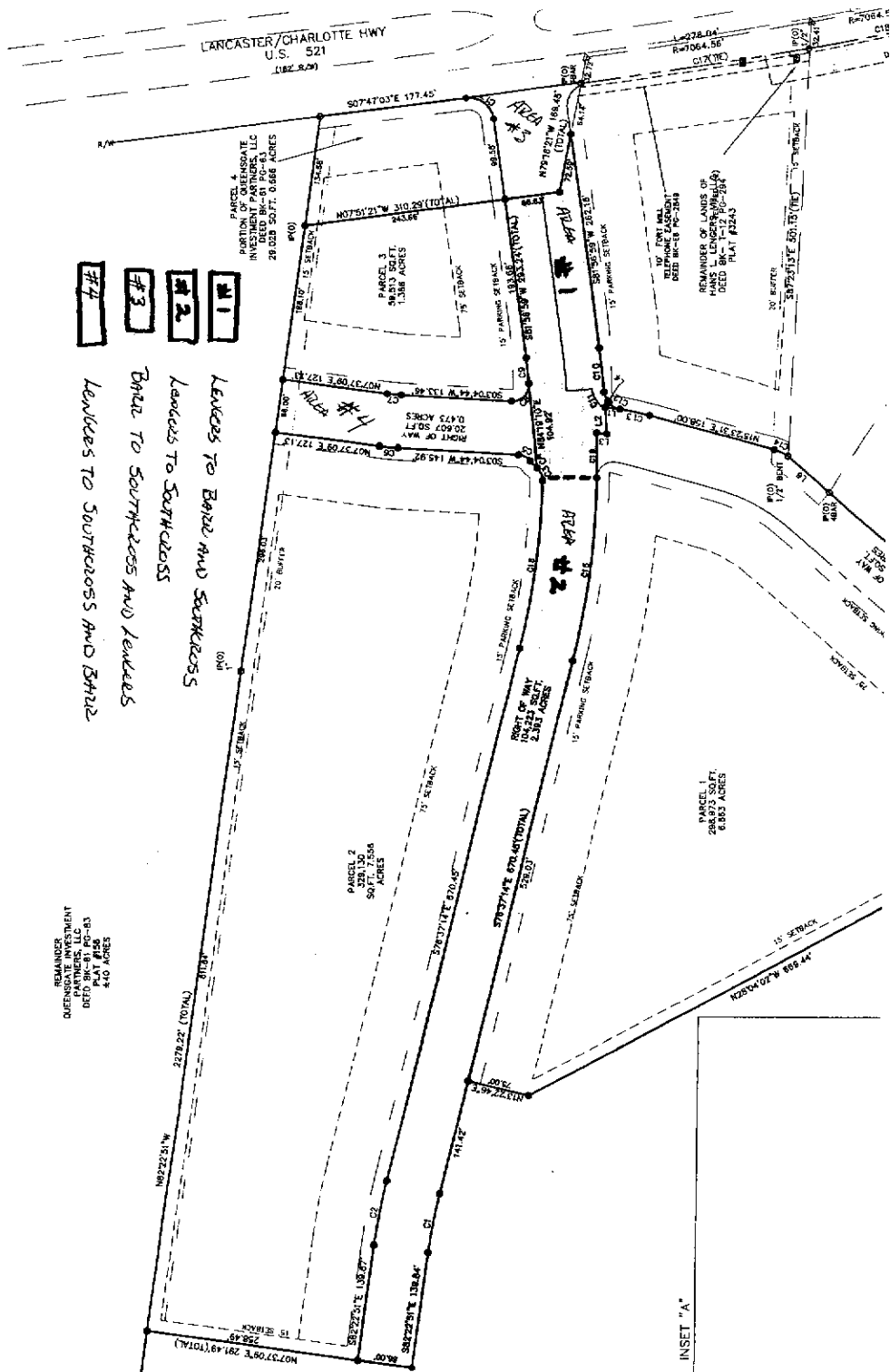
ALSO: "ALL that certain piece, parcel or lot of land, lying, being and situate in Indian Land Township, Lancaster Couth Carolina, on the west side of U.S. Highway 521, containing one and three hundred sixty-six (1.366) acres, more or less, and being shown, described and designated as "Parcel 3" on plat of survey made by The Isaacs Group, dated July 12, 2004, entitled "Subdivision Plat of Southcross Management Group, LLC Map 1", and recorded in the Office of the Register of Deeds for Lancaster County, South Carolina in Plat Book 2004, page 646. Reference to said plat is craved for a more minute description."

ALSO: "ALL that certain piece, parcel or lot of land, lying, being and situate in Indian Land Township, Lancaster Couth Carolina, lying to the west of U.S. Highway 521, containing six and eight hundred sixty-three thousandths (6.863) acres, more or less, and being shown, described and designated as "Parcel 1" on plat of survey made by The Isaacs Group, dated July 12, 2004, entitled "Subdivision Plat of Southcross Management Group, LLC Map 1", and recorded in the Office of the Register of Deeds for Lancaster County, South Carolina in Plat Book 2004, page 646. Reference to said plat is craved for a more minute description."

EXHIBIT "D-2"
(Description of Lengers Easement)

"ALL those certain pieces, parcels, or lots of land, lying, being and situate in Indian Land Township, Lancaster County, South Carolina, lying to the west of U.S. Highway 521, containing a total of two and eight hundred sixty-six thousandths (2.866) acres, and being shown, described and designated as "RIGHT OF WAY 104,223 SQ.FT. 2.393 ACRES" and "RIGHT OF WAY 20,607 SQ.FT. 0.473 ACRES" on plat of survey made by The Isaacs Group, dated July 12, 2004, entitled "Subdivision Plat of Southcross Management Group, LLC Map 1", and recorded in the Office of the Register of Deeds for Lancaster County, South Carolina in Plat Book 2004, page 646. Reference to said plat is craved for a more minute description."

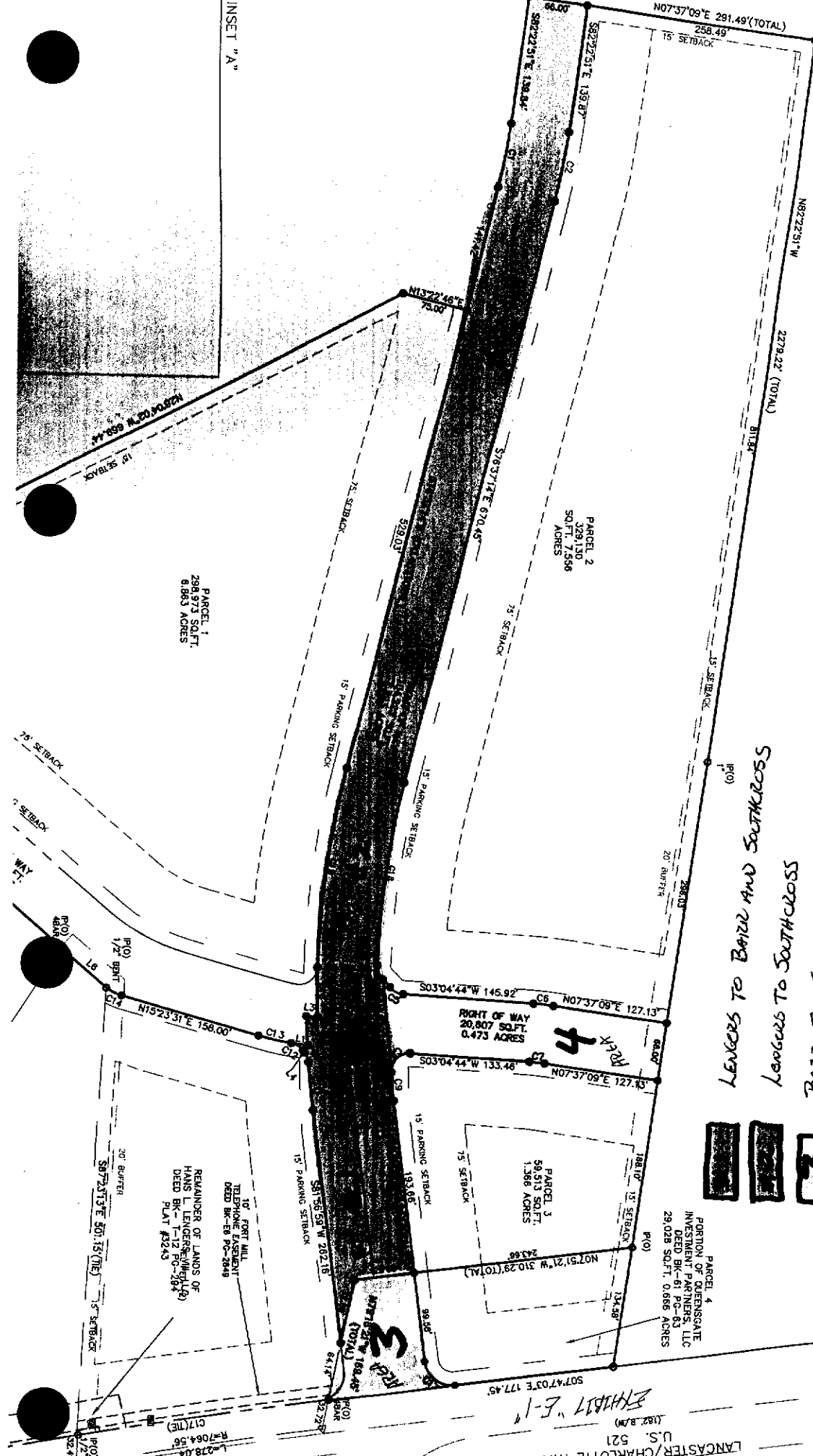
EXHIBIT "F"



- #1 LANE TO BAYE AND SOUTH CROSS
- #2 LANE TO SOUTH CROSS
- #3 BAYE TO SOUTH CROSS AND LANE
- #4 LANE TO SOUTH CROSS AND BAYE

REMAINER OF LANDS OF HANS L. LANGENS (WILLAR) DEED PLAT #2243 6.40 ACRES

INSET "A"



REMAINDER
 QUEENSGATE INVESTMENT
 PARTNERS, LLC
 DEED BK-61 PG-83
 140 ACRES

PARCEL 1
 289,973 SQ.FT.
 6.653 ACRES

PARCEL 2
 329,150
 SQ.FT. 7,556
 ACRES

RIGHT OF WAY
 20,807 SQ.FT.
 0.473 ACRES

PARCEL 3
 59,513 SQ.FT.
 1,366 ACRES

PARCEL 4
 PORTION OF QUEENSGATE
 INVESTMENT PARTNERS, LLC
 DEED BK-61 PG-63
 29,028 SQ.FT. 0.666 ACRES

LENGERS TO BAIRD AND SOUTHCROSS
 LEAGERS TO SOUTHCROSS
 BAIRD TO SOUTHCROSS AND LENGERS
 LENGERS TO SOUTHCROSS AND BAIRD



LANCASTER/CHARLOTTE HWY
 U.S. 521
 (182 R/W)
 EXHIBIT "E-1"

INSET "A"

EXHIBIT "E-2"
(Description of Queensgate Easement)

"ALL that certain piece, parcel, or lot of land, lying, being and situate in Indian Land Township, Lancaster County, South Carolina, on the west side of U.S. Highway 521, shown on plat of survey made by The Isaacs Group, dated July 12, 2004, entitled "Subdivision Plat of Southcross Management Group, LLC Map 1", and recorded in the Office of the Register of Deeds for Lancaster County, South Carolina in Plat Book 2004, page 646, and being further described as follows: BEGINNING at an iron pin found, the same being a #4 rebar, on the western right of way line of the south bound land of U.S. Highway 521, and running North 79 16' 21" West, for a distance of 64.14 feet to a #4 rebar set; thence continuing North 79 16' 21" West, for a distance of 72.59 feet to a #4 rebar set; thence turning and running North 07 51' 21" West for a distance of 66.63 feet to a #4 rebar set; thence turning and running North 81 56' 59" East for a distance of 99.58 feet to a #4 rebar set; thence curving to the left with a radius of 717.00, a length of 72.09, a chord bearing of North 79 30' 03" West, and a chord distance of 72.06 feet to a #4 rebar set in the western right of way line of the southbound lane of U.S. Highway 521; thence turning and running with the western right of way line of the southbound lane of U.S. Highway 521 South 07 47' 03" East to an iron pin found, the point of beginning, and being generally shown, described and designated as "Area 3" on Exhibit "F" attached to this Agreement. Reference to said plat and Exhibit is craved for a more minute description."