

less; thence S. 17-45 E. a distance of 28.2 feet, more or less; thence N. 68-24 E. a distance of 10 feet, more or less, to the point of beginning.

(2) The easement herein granted shall be valid and remain in full force and effect subject to the following conditions:

- (a) The sale of the tract of land being purchased by the Grantee shall be consummated not later than the 1st day of June, A.D., 1970.
- (b) The Grantee shall erect fencing, the materials, placement, and construction of which shall meet with the approval of the Grantors, both along the northeastern boundary and along the southwestern boundary of the easement herein granted; furthermore, the fencing along the southwestern boundary of the easement herein granted shall extend from the southwestern boundary of Beaufort Street and shall run S. 17-45 E. a distance of not less than 65 feet before angling in a southwesterly direction and thence running in a southwesterly direction toward the southwestern most corner of the lot of land owned by the Grantors.
- (c) The Grantee shall maintain the recreation facilities to be erected on the tract of land being purchased by the Grantee.
- (d) The Grantee shall enjoy the use of the property described in Paragraph (1) above for ingress and egress only; said use shall exclude any and all motor vehicle traffic.

The failure of the Grantee to comply with each, any, or all of the aforesaid conditions shall render the easement herein granted null and void.

(3) The terms and conditions contained herein shall inure to the benefit of and become binding upon the undersigned Grantors and Grantee, their heirs, assigns, successors, executors and administrators.

IN WITNESS WHEREOF, the Grantors and Grantee have caused this Agreement to be executed this date and year first above written.

IN THE PRESENCE OF:

Carolyn A. Marx  
Sandra N. Madden

Michael N. Faulconer (LS)  
MICHAEL N. FAULCONER

Cathy R. Faulconer (LS)  
CATHY R. FAULCONER - GRANTORS

GREENVILLE COUNTY RECREATION COMMISSION  
(GRANTEE)

R. W. Anderson  
Darwin H. Gibson

BY Frank Foll (LS)

(Continued on next page)