

3. It is agreed that the Grantor may continue its present use of the aforesaid strip of land as a golf course, including a golf cart path, and may plant grass and other vegetation incidental thereto; provided that no building or other structure shall be erected thereon or any use made of the property which would injure, endanger or render inaccessible the sewer pipe lines or their appurtenances.

4. Grantee shall construct the sewer line of the minimum grade approved by the City Engineering Department for the City of Greenville. Grantee agrees to restore property of Grantor to its prior condition (excepting the sewer line constructed thereon) upon completion of construction, including adding topsoil and grass reseeding, and restoring asphalt cart path to its condition prior to said construction. Existing trees of Grantor are not to be cut down or damaged.

5. The payment and privileges above specified are hereby accepted in full settlement of all claims and damages of whatever nature for said right of way.

This agreement shall be binding upon the Grantor, its successors and assigns.

IN WITNESS WHEREOF, the undersigned Grantor has hereunto set its hand and seal this 7<sup>th</sup> day of December, 1976.

In the Presence of:

W. M. S. Gallaway, Jr.  
Fred D. L. S.

GREENVILLE COUNTRY CLUB

BY:

B. N. Homan, Jr.  
President

And:

A. L. Hoffmann  
Secy.

0667

4328 RV-2J