

3. Said Frank B. Halter and R. B. Landers, their heirs and assigns, do hereby agree to install and maintain a six (6) foot high chain link fence of good quality on the joint property line between their property and that of McForest Community Club, Inc., said fence to be installed within a reasonable time after the construction of the apartments on the property of said Frank B. Halter and R. B. Landers. However, said fence must be installed within six (6) months from the date the first duplex or apartment is begun on the premises and said Frank B. Halter and R. B. Landers further agree to pay to said McForest Community Club, Inc. the sum of One Hundred Ten and No/100 (\$110.00) Dollars on the signing of this right-of-way and easement agreement and said Frank B. Halter and R. B. Landers, their heirs and assigns, do hereby further agree that any street constructed on their property shall not have a right-of-way located nearer than fifteen (15) feet from the property of McForest Community Club, Inc. It is understood that this agreement is binding on the parties hereto, their heirs and assigns, and that the covenants herein shall run with the land.

In the presence of:

McFOREST COMMUNITY CLUB, INC.

Patrick H. Grayson  
Peggie L. Anderson  
 w<sub>2</sub>

BY W. Frank Durham Jr. ✓

Frank B. Halter  
 Frank B. Halter

R. B. Landers  
 R. B. Landers

STATE OF SOUTH CAROLINA )

PROBATE

COUNTY OF GREENVILLE )

PERSONALLY appeared before me Peggie L. Anderson who first being duly sworn, deposes and says that she saw the within named McForest Community Club, Inc. by W. Frank Durham Jr., Frank B. Halter and R. B. Landers, sign, seal and as their act and deed deliver the within Right-of-Way and Easement, and that she with Patrick H. Grayson witnessed the execution thereof.

SWORN to before me this  
 the 20<sup>th</sup> day of October,  
 1966.

Peggie L. Anderson  
 w<sub>2</sub>

Patrick H. Grayson N.S.  
 Notary Public for South Carolina