

ALSO, all that certain piece, parcel or strip of land having a frontage of 100 feet on the South side of Old Spartanburg Road and extending back through other property of the grantors herein to a point where it joins the 48.80 acre tract hereinabove described, said strip of land containing 0.994 acres according to the above described plat by C. O. Riddle, Reg. L.S., and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at a point on the South side of Old Spartanburg Road at the Northeastern corner of a 3.155 acre tract belonging to the grantors and shown on the above mentioned plat, and running thence S. 31-21 E. 100 feet to a point; thence N. 59-30 E. 20 feet to a point; thence S. 31-21 E. 569.6 feet to a point; thence N. 33-05 E. 66.55 feet to a point at the Southwestern corner of a 2.352 acre tract owned by the grantors and shown on the above mentioned plat; thence N. 31-21 W. 540 feet to a point; thence N. 59-30 E. 20 feet to a point; thence N. 31-21 W. 100 feet to a point on the South side of Old Spartanburg Road; thence with Old Spartanburg Road S. 59-30 W. 100 feet to the point of beginning.

Subject to a sanitary sewer easement shown on the above referred to plat, and subject to any other existing easements, restrictions and rights of way upon or affecting said property.

As a part of the consideration for this conveyance, the grantee agrees that prior to completion of the development of that portion of the above described land lying south of and adjoining the two tracts (2.352 and 3.155 acres) retained by the grantors, but in no event later than six years after the date hereof, the grantee will:

- (a) construct a paved road on that strip of land containing 0.944 acres which lies between the two tracts (2.352 and 3.155 acres) retained by the grantors; or
- (b) dedicate said 0.994 acre strip of land to the county or other appropriate governmental body for use as a public road,

and will connect said paved road or dedicated right of way to the road system developed, or to be developed by the grantee and extending throughout the remainder of the property herein conveyed by the grantors to the grantee.

The grantors agree to employ an architectural firm to develop the 2.352 and 3.155 acre tracts retained by the grantors as shown on the above referred to plat for commercial purposes, and further agree that such development plan will generally conform to the overall plan of the grantee for the development of the property hereinabove conveyed to the grantee. The grantors agree that the commercial development plan will be submitted to the grantee for its approval, and the grantee agrees that approval shall not be unreasonably refused. In the event the grantee refuses to approve the plan, a second architectural firm, agreed upon mutually between the parties, shall be employed at the joint expense of both parties to arbitrate and settle any disagreement.

The grantors also hereby grant to the grantee, its successors and assigns, the right and privilege to continue to back water from the existing lake at its existing level over and upon contiguous property of either of the grantors, and the grantors