third arbitrator, whose decision shall be binding upon the parties.

- 5. It is not intended by this agreement that United, its successors or assigns, acquire any interest in any portion of the Church property other than the installation and maintenance of a terraced slope area to properly provide for drainage of surface waters of Church property. In the event Church requires the use of said slope easement area for parking or any other purpose, it may do so at any time provided Church, at its own expense, take proper measures to drain the surface waters into the catch basin and the rear of Lots 7 and 8 by alternate methods.
- 6. As part of the consideration for this Agreement and Deed, United agrees, at its expense, to clear certain debris from the Scout Hut area being located near the rear of Church property.
- 7. Lastly, it is agreed that this shall be a covenant running with the land and binding upon the parties hereto, their heirs, successors and assigns forever.

Dated at Greenville, S. C., this the day and year first written above.

In the presence of:

May D. Martin

Dienne F. Physe

NORTHSIDE UNITED METHODIST CHURCH

By Bir M. Bozeman

UNITED DEVELOPMENT SERVICES, INC.

BY Jowen Die

President

Secretary

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