

or documents) and the parties hereto have resolved said differences and desire to reduce their agreement to writing and forever settle all matters of every nature relating to the above mentioned subject matter.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that in consideration of the premises and the sum of Ten and No/100 (\$10.00) Dollars paid by College to Chanticleer, the receipt of which is hereby acknowledged, the undersigned parties agree as follows:

1. College agrees to forthwith convey unto Chanticleer by general warranty deed for a consideration of Ten and No/100 (\$10.00) Dollars, that lot or property on Chapman Road, Greenville, S. C. according to plat prepared by Arbor Engineering, Inc. attached hereto and shown as Exhibit "C". The deed in favor of Chanticleer shall convey fee simple to said property free and clear of all liens and restrictive covenants. However, the property will be conveyed subject to any rights of way for sewer, water, electric, or other utilities as may appear of record, on any recorded plats or as may appear on the premises. Access to said property by Chanticleer shall be from Chapman Road and Chanticleer, its successors and assigns, shall not be entitled to use of the private road running through Club Forest Subdivision.

2. College grants to Chanticleer a 100 square foot permanent easement at either side of Michaux Drive for the purpose of cutting grass and otherwise maintaining the entrance monuments to Chanticleer Subdivision located near the intersection of Faris Road and Michaux Drive and being more fully shown and located on parts of Lots 53 and 54 of the Club Forest Subdivision Plat recorded in Plat Book 8-P at Pages 93-95 (said lots are shown as lots 54 and 55 on the revised final plat). In maintaining said monuments, Chanticleer agrees not to interfere with the respective owners use and occupancy of the said Lots 53 and 54 (lots 54 and 55 on the revised plat). Should Chanticleer fail to maintain said monuments, College and/or the respective lot owners shall have the right but not the obligation to maintain the same.