- 3. It is agreed that the Grantor may continue its present use of the aforesaid stip of land as a golf course 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 inaccessable the drainage and/or sewer pipe lines or their appurtenances.
- 4. Grantee shall construct the drainage and/or sewer lines on 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 lines constructed thereon) upon completion of construction, including adding topsoil and grass reseeding. 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  $\frac{\cancel{39}}{\cancel{9}}$  day of August, 1974.

(SEAL) GREENVILLE COUNTRY CLUB In the presence of:

STATE OF SOUTH CAROLINA

**PROBATE** 

**GREENVILLE** COUNTY OF

PERSONALLY APPEARED before me Waird a Greattlebaux, and made oath that he saw the within named Leyward M. Sullwan, as President and Non C. Bruden, as Treasurer of Greenville Country Club, sign, seal and as their act and deed, deliver the within written Right of Way and that he with the other witness subscribed above, witnessed the execution thereof. Janifly Chaulitan

SWORN to before me this

 $\sim 29$  day of August, 1974.

(SEAL)

My commission expires: 5-4-80