

crashable barrier through which said emergency vehicles might go in cases of necessity. Otherwise, College does not intend to have an entrance or regular access from Chapman Road to Club Forest Lane. College reserves the right to grade, pave or otherwise maintain said strip but shall not be required to do so. It is understood that College intends to subsequently transfer its easement rights in said strip to Club Forest Homeowners Association, Inc. which nonprofit corporation shall succeed to the rights and responsibilities of College in said strip. Chanticleer and its successors agree not to use said strip in such a fashion that would prevent emergency vehicles from going through said strip in an emergency in reaching Club Forest Lane from Chapman Road.

This Agreement executed in duplicate by the duly authorized officers of the parties this the day and year first written above.

IN THE PRESENCE OF:

Bruce Bozeman
Vickie D. Welleson
John E. [unclear]
Sandra B. Pittman

COLLEGE PROPERTIES, INC.

BY: Ned R. Arndt (SEAL)
 Ned R. Arndt, President

CHANTICLEER REAL ESTATE, INC.

BY: R. E. Hughes (SEAL)
 R. E. Hughes, President

STATE OF SOUTH CAROLINA)
)
 COUNTY OF GREENVILLE)

PROBATE

PERSONALLY appeared the undersigned witness and made oath that (s)he saw the within named College Properties, Inc. by its duly authorized officer sign, seal and as its act and deed deliver the within written Agreement and Release and that (s)he, with the other witness subscribed above witnessed the execution thereof.

Vickie D. Welleson

SWORN to before me this

2 day of SEPT., 1982.

Bruce Bozeman (SEAL)
 Notary Public for South Carolina

My Commission Expires: 7-12-89

(CONTINUED ON NEXT PAGE)