

4. Anything contained herein to the contrary notwithstanding, it is expressly understood and agreed as follows:

1. The right of way is to be left in essentially the same condition after construction as existed prior to construction, as is reasonably possible;
2. Shrubs and small trees such as dogwoods, etc., may be planted in the right of way;
3. As few trees as possible will be cut and every effort will be made to avoid damage to trees left standing;
4. In the newly sodded areas of the fairways, excavated material will be deposited on polyethylene sheets and replaced daily so as not to damage the adjacent sod. Backfill material is to be left 4" low, after which topsoil is to be placed flush with adjacent areas. Winter grass is then to be established on the disturbed areas by Country Club personnel (to avoid erosion);

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5. The Country Club is to replace sod in the disturbed areas in the spring of 1970, with the Gantt District reimbursing the Country Club for all expenses incurred in said resodding. It is agreed that the cost of the work to be accomplished by the Country Club shall be paid for at a rate not to exceed 25¢ per square foot;

6. All manhole tops in the fairways are to be left 6" below the ground surface. Manholes in the rough areas are to be left flush with the grounds surface. The grantor is further granted the right to add sod over all manholes.

5. It is Further Agreed: That in the event a building or other structure should be erected contiguous to said sewer pipe line, no claim for damages shall be made by the grantor, his heirs or assigns, on account of any damage that might occur to such structure, building or contents thereof due to the operation or maintenance, or negligences of operation or maintenance, of said pipe lines or their appurtenances, or any accident or mishap that might occur therein or thereto.

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