

any of the rights herein granted shall not be construed as a waiver or abandonment of the right thereafter at any time and from time to time to exercise any or all of the same. No building shall be erected over said drainage and/or sewer pipe lines nor so close thereto as to impose any load thereon.

3. It is agreed that the Grantor may continue its present use of the aforesaid strip 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 inaccessible 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. It is agreed that Grantor, and its successors and assigns, shall have tap-on rights to the drainage and/or sewer lines constructed within the right of way herein granted without payment to the Grantor of any additional fee or consideration.

6. 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 22 day of June, 1978.

GREENVILLE COUNTRY CLUB (SEAL)  
By: Amos J. Best President  
Title  
And: Julian J. Best Sec  
Title

In the presence of:  
Larry H. Cooke  
John S. Bullock

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