

h) The underground drainage system to be constructed pursuant to the terms of this Release Agreement shall be completed within ninety (90) days of the execution of this instrument, weather permitting.

3) That in recognition of the peculiar circumstances surrounding the above captioned case the County of Greenville shall pay unto Mabel Burns Davis the sum of Two Thousand (\$2,000.00) Dollars, to defray the costs of this litigation including appraisal fees, attorneys fees, engineering fees and photographs.

4) That the undersigned Mabel Burns Davis does hereby grant unto the County of Greenville the right to construct the aforementioned underground drainage system across a portion of her property and to empty said waters conducted thereby into a stream flowing across said property. The undersigned Mabel Burns Davis does hereby specifically reserve the right for herself, her heirs or assigns to relocate any portions of said drainage system in the event that subsequent developaent of the subject property makes such relocation desireable, PROVIDED that any such relocation shall be at the expense of the persons desiring same and PROVIDED FURTHER that such relocation does not render said drainage system incapable of accomodating the amount of water for which it was designed. Mabel Burns Davis does hereby expressly retain for herself, her heirs and assigns the right to construct, install and build roadways, buildings, pipes or ware over the aforementioned drainage pipes PROVIDED that such does not interfere with their operation or maintenance.

5) That in the construction and installation of the aforementioned underground drainage system the County of Greenville, acting through its agents and appointees, may enter onto the subject property with persons or machines and cut trees, shrubs and brush as shall be necessary to the proper performance of said obligations. All usable wood cleared from the subject premises

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