

STATE OF SOUTH CAROLINA) STREET AND STREET LIGHT
) DEDICATION
COUNTY OF GREENVILLE)

For and in consideration of One Dollar (\$1.00), in hand received, the Club Forest Homeowners Association, a non-profit corporation under the laws of South Carolina (herein the "Grantor"), does hereby grant and convey unto the City of Greenville, a municipal corporation under the laws of South Carolina (herein the "Grantee"), its successors and assigns, all the Grantor's rights and hereditments in fee simple to the paved street known as Club Forest Lane, inclusive of storm water drainage system related to and connected to the right of way, but retaining for Grantor so much of the right of way which is not paved. Any fixtures constituting street lights within the right of way are also conveyed by the Grantor to the Grantee.

DERIVATION. The conveyance is identified more specifically on plats entitled "Club Forest," referenced as Sheet 1 of 3, Sheet 2 of 3, and Sheet 3 of 3, dated August 12, 1982, prepared by Arbor Engineering, Inc., and filed at the Greenville County Register of Deeds Office in Plat Book 9-F at Pages 17, 86 and 87, and plat entitled "Club Forest Section II," dated April 23, 1986 and prepared by Arbor Engineering, Inc., and filed at the Greenville County Register of Deeds Office in Plat Book 14-O at Page 58.

TAX MAP NUMBER. N/A

MAINTENANCE EASEMENT. The Grantee shall have access to any property owned by the Grantor to maintain and repair the street herein conveyed, the below grade utilities, inclusive of storm water and sanitary sewer systems, and the street lights, with the duty of the Grantee to restore as reasonably possible the premises to condition of property disturbed in the maintenance and repair to the condition immediately prior to the disturbance.

NO SIDEWALK. The Grantee is not permitted to construct a sidewalk anywhere in the right of way on Grantor's property without the express written consent of the Grantor.

LANDSCAPED ENTRANCE AND GATEHOUSE ENCROACHMENT. The Grantee shall maintain the landscaped entrance to Club Forest Lane, provided Grantee's duty is limited to the same planting and maintenance standard for landscaped areas within public rights of way within Grantee's municipal jurisdiction and Grantee shall be obligated only as long as the Grantee engages in the practice at other locations throughout the jurisdiction. The Grantor shall have the right to maintain a gatehouse or comparable structure within the confines of the paved and landscaped area at the entrance of Club Forest Lane, provided the structure is kept in good repair and good appearance and Grantor covenants to indemnify and hold harmless Grantee for injuries and damage to third parties and their property when the injury or damage arises from the condition of the structure, and provided Grantor names Grantee as an additional insured on general liability and premises liability coverage which must be maintained in commercially reasonable amounts on the structure. Grantor shall have the right, with Grantee's consent, to install additional plantings in the landscaped entrance area, provided those additional plantings are maintained by Grantor and provided the plantings do not increase the time, labor, or expense needed for the Grantee's landscape maintenance responsibilities.

