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THE PUBLIC RECORDS
CLERK

STATE OF SOUTH CAROLINA)

: AGREEMENT AS TO EASEMENT

COUNTY OF GREENVILLE)

WHEREAS, Allen E. Vaughn, on July 15, 1949, by deed recorded in the R. M. C. office for Greenville County in Vol. 386, at page 323, conveyed to Carl E. Johnson and Ola B. Johnson a driveway easement located near Russell Avenue, on the property line between Lot T and Lot U, referring to a plat of said driveway recorded in the R. M. C. office for Greenville County in Plat Book V, at page 151, and further describing the said driveway as follows:

"BEGINNING at an iron pin located near Russell Avenue on the property line between Lots T and U, and running thence with said property line in a northeast direction 46.4 feet to an iron pin; thence northwest on a line parallel to the property line, 8 feet to an iron pin; thence in a southwest direction 46.4 feet to a point on the property line; thence along the property line, 8 feet to the beginning corner; being a rectangular strip 8 feet wide by 46.4 feet long, and being a portion of Lot T as shown on plat recorded in the R. M. C. office for Greenville County in Plat Book H, at page 90.

"TOGETHER with free ingress and egress for the said Carl E. Johnson and Ola B. Johnson, their heirs and assigns, their tenants and undertenants, occupiers and possessors of the premises of Lot U as is shown on the plat of North Hills recorded at page 90, in Plat Book H, in the R. M. C. office for Greenville County, at all times and seasons forever hereafter", and

WHEREAS, it was the intention of said instrument to convey to Carl B. Johnson and Ola B. Johnson a right-of-way and easement only across that portion of Lot T which adjoins Lot U immediately on the west, and was not the intention of said instrument to convey an easement as shown on plat referred to as being recorded in the R. M. C. office for Greenville County in Plat Book V, at page 151, and

WHEREAS, there is a discrepancy between the description as set out in the deed hereinabove referred to, and the location of the driveway as shown on said plat, and there is some doubt as to the estate, or interest, conveyed by the above deed, and

WHEREAS, since the execution of said deed, the said Allen E. Vaughn has conveyed Lot T above referred to unto Ruth G. Bowen, subject to the easement and right-of-way hereinabove described, and the said Carl E. Johnson and Ola B. Johnson are conveying Lots U and V together with all their right, title and interest in and to the driveway easement hereinabove described to F. L. Hammack and Leila M. Hammack by deed not yet recorded, and it is desired that any and all misunderstandings as to the estate conveyed, the location of the driveway, and its uses be removed.

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS, That, in consideration of the sum of One (\$1.00) Dollar, and the mutual agreements hereinafter set out, it is understood and agreed that the easement and right-of-way as granted in the deed of Allen E. Vaughn to Carl E. Johnson and Ola B. Johnson be construed as a right-of-way and easement over a strip of land 8 feet in width by 46.4 feet in depth on a line adjoining the property line of Lots T and U, and shall include all of the privileges as set out in the deed above referred to, and shall be an easement and right-of-way only, and shall not be construed as conveying a fee simple