NOW, THEREFORE, in consideration of One and No/100 (\$1.00) Dollar each to the other paid, the receipt of which is hereby acknowledged, and of the mutual covenants herein contained, it is understood and agreed as follows:

- 1. Duncan R. LaGarde and Shirley J. LaGarde do hereby grant, bargain, sell and release unto Adam Fisher, Jr., his heirs and assigns, an easement, 16 feet in width for a private driveway, over and across the Southwestern portion of the property of the Grantors herein situate, lying and being Southwest of Hammett Road, near the City of Greenville, County of Greenville, State of South Carolina, the location of said easement on the property of the Grantors to be agreed upon by the Grantors and the Grantee; to have and to hold unto the said Adam Fisher, Jr., his heirs and assigns, subject to the terms and conditions set forth herein.
- 2. Adam Fisher, Jr., does hereby grant, bargain, sell and release unto Duncan R. LaGarde and Shirley J. LaGarde, their heirs and assigns, an easement, 16 feet in width for a private driveway, over and across the Northwestern portion of the property of the Grantor herein, situate, lying and being Southwest of Hammett Road, near the City of Greenville, County of Greenville, State of South Carolina, being more particularly described in a deed from the Grantees herein to the Grantor herein, bearing even date herewith to be recorded in the R.M.C. Office for Greenville County, South Carolina, the location of said easement on the property of the Grantor herein to be agreed upon by the Grantor and the Grantees; to have and to hold unto the said Duncan R. LaGarde and Shirley A. LaGarde, their heirs and assigns subject to the terms and considtions set forth herein.
- 3. All costs of construction and/or maintenance of the driveway, throughout its entire length from Hammett Road to its Southern terminus on the Fisher tract, shall be shared as follows: one-half shall be paid by the owner or owners of the LaGarde tract and one-half shall be paid by the owner or owners of the Fisher tract; it being understood and agreed that the said driveway shall not be extended or relocated without mutual

228 RV-23

ざい