

21 2 1977

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

RIGHT-OF-WAY AGREEMENT

THIS AGREEMENT made and entered into this 21st day of July, 1977 by and between the following parties, CECIL B. CANTRELL, herein called Party of the First Part and HARLAN O. ELLIOTT, THERESA ELLIOTT, PAUL W. HOWARD, ANNE MARIE HOWARD and BARTO HENDRICKS, JR. , herein collectively called Party of the Second Part,

WITNESSETH

WHEREAS, the Party of the First Part owns a certain tract of land in the upper part of Greenville County, South Carolina located near the Gap Creek Road, in the area of River Falls, having acquired the same from W. M. Cantrell, by deed dated December 2, 1958 recorded in the RMC Office for Greenville County, in Deed Book 857 at Page 462, together with a twelve foot strip of land used for road purposes across a certain adjoining twenty acre tract of land in which twenty acre tract Party of the Second Part has certain legal interest as set forth below, and,

WHEREAS, HARLAN O. ELLIOTT and THERESA ELLIOTT, original owners of said twenty acre tract heretofore executed in favor of BARTO HENDRICKS, JR. , their certain Bond for Title covering said twenty acre tract of land dated March 11, 1977, which document is recorded in the RMC Office, Greenville County, S. C. in Deed Book 1052, at Page 980, and, simultaneously, the said BARTO HENDRICKS, JR. assigned and transferred his interest in said Bond for Title to PAUL W. HOWARD and ANNE MARIE HOWARD by document dated March 11, 1977, recorded in said RMC Office in Deed Book 1052, at page 976, but retained therein the right to cure any default by the Assignees so that the original Bond for Title may survive; and

WHEREAS, PAUL W. HOWARD and ANNE MARIE HOWARD now desire to use the twelve foot strip of land owned by Party of the First Part for road purposes in conjunction with ingress and egress to and from said twenty acre tract of land, and further, desire to widen and improve the same so that in effect a thirty foot right-of-way shall be available for the joint use of Party of the First Part and the owners of said twenty acre tract of land,

NOW, THEREFORE, FOR AND IN CONSIDERATION OF the sum of \$1.00 each to the other in hand paid at and before the execution of these presents (the receipt and sufficiency whereof is acknowledged) and in further consideration of the above recitals, the parties hereto do hereby expressly covenant, contract and agree as follows:

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