DONNE S. TARKERSLEY

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AGREEMENT, made this 30 day of March 1978, by, between and among POINSETT PROPERTIES, A GENERAL PARTNERSHIP, party of the first part, hereinafter referred to as "Poinsett", and E. H. BATSON, BLANCHE BATSON, ANNIE HAWKINS, CARY H. BRADY, GRADY HAWKINS, KATE G. PITTS, CARRIE G. HARVLEY, M. A. MARSHALL, and CLAUDE WENDELL BATSON, parties of the second part, hereinafter referred to collectively as "Sellers",

WITNESSETH:

WHEREAS, Poinsett now owns property acquired through Samuel D. Wyche from Sellers being a lot of land and building situate thereon in Greenville County at the intersection of S. C. Highway 291 and Poinsett Highway, being shown on plat attached hereto as "Store Bldg."; and

WHEREAS, a certain lot of land with building situate thereon designated as "Shaw's Phar." is owned by some of Sellers and the remaining property, which is a paved parking area, is owned in part by Edgar H. Batson and the other part by the other Sellers; and

WHEREAS, it is the desire of the parties hereto to enter into this Agreement respecting common utilization of the parking and access to the respective properties as hereinafter set forth,

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, it is agreed as follows:

and Shaw's Pharmacy, as shown on plat attached hereto, shall remain and be used as a common parking area for the benefit of both buildings and no structure shall be erected on said parking area nor shall any curbing, fences, barricades or other obstruction be erected on said parking area. It is further agreed that customers, employees, shippers and other invitees shall have free access to and across said parking area to the aforesaid buildings. Poinsett shall have the right in common with others to use for shipping and receiving the paved area directly behind Shaw's Pharmacy.

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