WHEREAS, Beatrice B. Donahue owns the house and lot located at Lot 12, Blue Ridge Drive, Greenville County, State of South Carolina, and

WHEREAS, John D. McCall, Jr., Anna W. McCall, Donald D. Evans and Donna M. Evans own the house and two (2) lots located on Blue Ridge Drive which adjoin the Donahue property as more particularly shown on that plat by James R. Freeland, Surveyor, dated November 23, 1982, a copy of which is attached herein by reference, (hereinafter referred to as property of McCall), and

WHEREAS, Donahue has installed a chain link fence on her property which has been placed on the property of McCall.

NOW THEREFORE, it is mutually agreed upon between the parties as follows:

- 1. That the fence installed around the property of Donahue does infringe and cause an encroachment upon the property of McCall.
- 2. Donahue agrees to remove the fence should it become an inconvenience to McCall or should McCall request the removal of such fence.
- 3. Donahue and McCall agree that this Agreement is to be recorded so as to place any subsequent purchaser of either Donahue's property or McCall's property on notice that the fence is an encroachment on the property of McCall and will be removed by Donahue or her heirs or assigns should McCall or their heirs or assigns so require.
- 4. That Donahue is aware that the fence is placed on the property of McCall and that the costs of moving or maintaining the fence is solely the responsibility of Donahue or her heirs and assigns and McCall's heirs and assigns will bear no responsibility for removing or maintaining the fence.
- 5. The parties agree that there is no attempt to adversely possess the property but rather the location of the fence is an accommodation to Donahue granted by McCall.
- 6. This Agreement is binding on the heirs and assigns of the parties.

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