FILED
GREENVILLE CO. S. C.

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MAR 20 3 33 PM 1963

OLLIE FARNSWORTH
R.M.C.

23274

STATE OF SOUTH CAROLINA)

COUNTY OF GREENVILLE)

PROPERTY LINE
AND
DRIVEWAY AGREEMENT

MAR 20 1963

WHEREAS, by an Order dated February 14, 1963, in an action in the County Court of Greenville County, South Carolina, entitled Florence Barfield, Plaintiff, vs. Christ Kithas and Loraine G. Kithas, Defendants, signed by Honorable J. H. Price, Jr., Judge of the Greenville County Court, it was adjudged that the plaintiff in the aforesaid action was entitled to the use of a joint driveway on the property of the defendants not to exceed five feet in width, and further ordered that the parties were given a ten day period in which to agree on a survey of the property owned by each establishing the joint driveway, and

WHEREAS, pursuant to the mandate of said Court the parties have agreed upon a survey showing the property owned by each and showing also the portion of the property which is, has been and in the future will be devoted to the purpose of a joint driveway, and

WHEREAS, said survey has been made by C. C. Jones, a civil engineer, and

WHEREAS, the result of the survey has been set down and is displayed on a plat entitled "Plat of Joint Driveway between Lots 13 & 14 presently owned by Kithas and Barfield, Greenville, S. C." dated November, 1962, and

WHEREAS, the parties have agreed that the joint driveway shown on said plat shall be the joint driveway between their property and have agreed to record the plat referred to in Plat Book CCC, page 169 contemporaneously with the filing and recording of this agreement;

NOW, THEREFORE, in consideration of the mutual promises contained herein, KNOW ALL MEN BY THESE PRESENTS that Florence Barfield, her heirs and assigns, party of the first part, and Christ Kithas and Loraine G. Kithas, their heirs and assigns, parties of the second part, do hereby agree each with the other as follows:

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