

It is the intention of the parties that the common boundary line between them in the abandoned Old Paris Mountain Road be 49.1 feet from the southeast corner of Lot 5 and that the north end of said common boundary line be 53.25 feet from the northeast corner of Lot 5 as revised.

And it is further agreed that the other half of the abandoned Old Paris Mountain Road coinciding with the half owned by Bertha H. Owen is the property of J. W. James.

WHEREAS, J. W. Weaver, Bertha H. Owen's Predecessor in Title, conveyed to Greenville County a 15 foot public road way or right-of-way along the Northern boundary of Lot No. 5 of a subdivision known as Newland, by deed dated April 21, 1941 which is recorded in the RMC Office for Greenville County in Deed Book 281, Page 248, WHEREAS, by the terms of said Deed, the aforesaid public road was shifted from near the center of original Lot 5 to the Northern boundary of said lot and, WHEREAS, some dispute exists between Bertha H. Owen and J. W. James with regard to the exact location of said 15 foot public road or right-of-way and, WHEREAS, all of said public right-of-way has not, as of the time of this agreement, been open to public use, and, WHEREAS, in order to open up and improve the aforementioned public right-of-way and to decide its exact location for the mutual benefit of the parties hereto and in further consideration of the agreement fixing the boundary along the center of the old Paris Mountain Road between their respective properties, it is agreed and understood between Bertha H. Owen and J. W. James that the aforementioned public roadway or right-of-way commences at point in a line running N. 85-40 E. which is the northern boundary of Lot No. 5, as revised, and runs width wise in a northerly direction 15 ft., which right-of-way extends from East to West from the right-of-way of U. S. Highway 25 into and abutting against Lots Nos. 15 and 17 as shown on a Plat of a sub-division known as Newlands which is recorded in the RMC Office for Greenville County, South Carolina in Plat Book C at Page 199; the purpose of this agreement being to recognize a 15 foot wide public road way from U. S. Highway 25 of egress and ingress to Lots 15 and 17 of the aforementioned Plat in order that it will not be necessary for the owner of Lots 15 and 17 to trespass on the property of any other person in gaining egress and ingress to the aforementioned two lots.

It is further agreed and understood that the said J. W. James shall at his own

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