

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENVILLE)

AGREEMENT CREATING A RIGHT OF WAY
EASEMENT

WHEREAS, on July 18, 1950, Janie Davis, by deed recorded in Vol. 414 at page 175 in the R. M. C. Office, conveyed to Lindsey Peden and Lelor Peden that certain piece, parcel or tract of land consisting of two (2) acres, more or less, on the southern side of Blassingame Road (sometimes known as the Old Jacobs Road), in Gantt Township, Greenville County, State of South Carolina, about six miles from the City of Greenville, having such metes and bounds as shown in said Deed,

And, WHEREAS, on March 31, 1953, Lindsey Peden and Lelor Peden by deed recorded in Vol. 476 at page 32 in the R. M. C. Office conveyed to Otis Davis and Ella Davis, the western one-half of the above mentioned two (2) acres, that is approximately one (1) acre thereof;

And, WHEREAS, on July 20, 1953, Otis Davis and Ella Davis by deed recorded in Vol. 482 at page 301, conveyed to James Brown and Nancy Brown, about one-third of said one acre western half of said original two acres, the said one-third fronting on the southern side of said Blassingame Road (sometimes known as the Old Jacobs Road);

And, WHEREAS, on July 8, 1954, Otis Davis and Ella Davis by deed recorded in Vol. 503 at page 336 in the R. M. C. Office conveyed to James M. Valentine, about one-third of said one acre western half of said original two acres, same being and constituting the middle portion thereof, but without any provision for access, ingress and egress, to and from said Blassingame Road (sometimes known as the Old Jacobs Road) and having no outlet otherwise to any alley, road, or highway; but such access and outlet being absolutely necessary;

And, WHEREAS, said Otis Davis and Ella Davis still own the rear approximately one-third portion of said western one-half of said original two acres, but without any provision for access, ingress and egress, to and from said Blassingame Road (sometimes known as the Old Jacobs Road), and having no outlet otherwise to any alley, road, or highway; but such access and outlet being absolutely necessary;

And, WHEREAS, said Lindsey Peden and Lelor Peden have by their deed of this date, September 2, 1961, conveyed to Willie Smith one-half, that is, approximately one-half acre of their one acre eastern portion of the said original two acre tract, but without any provision for access, ingress and egress to and from said Blassingame Road (sometimes known as the Old Jacobs Road), and having no outlet otherwise to any alley, road or highway; but such access and outlet, by right-of-way, easement, being absolutely necessary to the full and free use and enjoyment thereof;

And, WHEREAS, said Lindsey Peden and Lelor Peden, still own about one-half, that is, about one-half acre of the eastern one acre of said original two acre tract of land, and which one-half acre fronts on the southern side of Blassingame Road (sometimes known as the Old Jacobs Road);

NOW KNOW ALL MEN BY THESE PRESENTS that we, the aforesaid Lindsey Peden and Lelor Peden, Otis Davis and Ella Davis, James Brown and Nancy Brown, James M. Valentine and Willie Smith, in consideration of the premises, have mutually agreed, and do hereby mutually agree, by, between and among each other, that a joint, common right-of-way easement be and hereby is created and established for our joint and several use, benefit and enjoyment of and in connection with respective properties as hereinabove

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