

STATE OF SOUTH CAROLINA)
) AGREEMENT
 COUNTY OF GREENVILLE)

WHEREAS, Paul Hughes, Jr. and Susan M. Hughes (Hughes') own the house and lot known as 106 Lake Fairfield Drive, Greenville County, South Carolina, and

WHEREAS, Mr. and Mrs. John H. Crabtree (Crabtree's) own the house and lot known as 108 Lake Fairfield Drive, Greenville County, South Carolina, and

WHEREAS, the Crabtree's have installed a wooded fence on their property which has been placed on the property of the Hughes'.

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

1. That the fence installed on the property of the Crabtree's does infringe and cause an encroachment upon the property of the Hughes'.
2. The Crabtree's agree to remove the fence should it become an inconvenience to the Hughes' or should the Hughes' request the removal of such fence.
3. The Crabtree's and the Hughes' agree that this Agreement is to be recorded so as to place any subsequent purchaser of either the Crabtree's property or the Hughes' property on notice that the fence is an encroachment on the property of the Hughes' and will be removed by the Crabtree's or their successors should the Hughes' or their successors so require.
4. That the Crabtree's are aware that the fence is placed on the property of the Hughes' and that the costs of moving or maintaining the fence is solely their responsibility or their successors and the Hughes' or their successors will bear no responsibility for removing or maintaining the fence.

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