

which the parties entered into, through counsel, recited in the divorce Decree of April 24, 1980, and that even though the title to Lot 48 was exclusively in the name of the Respondent, the Court finds that it was the clear intention of the parties that both lots be included in the Property Settlement Agreement; this is demonstrated by the evidence that the appearance of the house and lots, as testified by the Petitioner's expert real estate agent, appears as one, and that Lot 48 serves the house and lot which is located on Lot 49, and that the main driveway to the residence was built and runs through Lot 48 to Clearview Circle and is the only access to the carport.

2) I further find that the value of the Petitioner's interest in Lot 48, which has been deeded to Mr. Sudduquet by the Respondent, is \$2,500.00, which is also one-half the market value of the property and, additionally, the Petitioner has lost the use of the driveway and will be required to build another driveway, and there is some doubt whether this is feasible due to the location of the house and the small area of Lot 49 which can be used as a possible driveway to the carport, and the Court finds that the Petitioner has been damaged in the sum of \$2,000.00.

3) I further find that the Respondent did violate the mutual restraining order imposed on April 24, 1980, in that the evidence is clear and convincing that he did threaten the Petitioner with either a shotgun or a rifle, the Respondent having testified that he did use a rifle to order the Petitioner and her brother from his property on June 28, 1981.

4) I further find that the Respondent should pay a part of the Petitioner's attorney fee.

5) I further find that the Respondent should pay the cost of the appraisal by J. Don Thompson and his appearance fee in Court, with the Court further finding in this connection that the fee of Mr. Thompson has been paid by Petitioner's counsel on September 25, 1981, and that the Respondent should therefore reimburse Petitioner's counsel for this expense.

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