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GREENVILLE S.C.

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STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

AGREEMENT

THIS AGREEMENT made by and between REEDY FORK BAPTIST CHURCH, of Route 3, Fork Shoals Road, Simpsonville, South Carolina, 29681, and JUNIUS H. GARRISON, JR., of Daniel Building, Greenville, South Carolina 29602.

WHEREAS, Reedy Fork Baptist Church (herein called "Church") is the owner of property on the eastern side of Fork Shoals Road ( S. C. Highway No. 146), in Greenville County, South Carolina, being shown on the Greenville County Tax Maps as 585.1-1-42, and Junius H. Garrison, Jr. (herein called "Garrison") is the owner of property adjoining the Church's property on the east (the Garrison property being located on the south side of the Fairground Road, also known as Reedy Fork School Road, and being shown on the Greenville County Tax Maps as a portion of 585.1-1-23).

WHEREAS, the Church is using a private roadway leading from the Church's property in a northerly direction transecting Garrison's property to terminate in the Fairground Road.

WHEREAS, Garrison desires that the Church continue to use said roadway but without obtaining any legal or equitable rights or ownership of the property owned by Garrison underlying said road, both now and in the future.

NOW, THEREFORE, for and in consideration of the premises and of the mutual covenants herein set forth, the Church and Garrison covenant and agree as follows:

1. The Church hereby covenants that it claims no legal or equitable rights of ownership in and to said roadway or any property claimed in fee simple by Garrison underlying said roadway.
2. Garrison grants to Church the right to continue using the presently existing roadway on the ground, the full limits of which are more fully shown on a survey of Property of Junius H. Garrison, Jr., made by Dalton & Neves, Engineers, dated October, 1982, a copy of which plat appears of record in the RMC Office for Greenville County, S. C., in Plat Book 9-H, page 23. Garrison reserves the right to terminate the Church's use of said right of way on 30 days notice in writing addressed to the Church at its last known address as shown on the Greenville County Tax records.
3. The Church agrees that in the use of said roadway in the future it will not claim or assert any rights or ownership in and to said roadway except as permitted under the terms hereof or claim any equitable or legal rights in and to any property underlying the same or other property owned by Junius H. Garrison, Jr., as shown on a plat recorded in the RMC Office for said county and state in Plat Book 9-H, page 23.

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