

STATE OF SOUTH CAROLINA
 COUNTY OF GREENVILLE

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E A S E M E N T

THIS AGREEMENT, made and entered into this 30th day of December, 1977 by and between JACK COCHRAN and LOUISE COCHRAN GAINES of Greenville County, South Carolina, Parties of the First Part, herein called "GRANTORS", and BLAKE P. GARRETT, JR., as Trustee for Blake P. Garrett, Sr., Blake P. Garrett, Jr., Mason Y. Garrett, Peter T. Garrett, James B. Garrett, David H. Garrett, Stewart H. Garrett, Mary G. McDannald, W. Gordon Garrett, and Preston E. Garrett under written Agreement dated December 27, 1976 of Greenville County, South Carolina, South Carolina, Party of the Second Part, herein called "GRANTEE".

W I T N E S S E T H :

WHEREAS, the Grantors are the owners of property on the northern side of Maxcy Avenue near the White Horse Road in Greenville County, South Carolina, shown on the Greenville County Tax Maps as Lot No. 53, Block 1, Sheet 242.4 in Tax District 164, which is bounded on the south by property owned by Grantee being conveyed to the late Mrs. N. C. Cochran by deed recorded in the R. M. C. Office for Greenville County, South Carolina, in Deed Book TTT at page 186, which shall be referred to as the "Cochran Property".

WHEREAS, the Grantee is the owner of property known as 140,214 and 249,222 square feet in Greenville County, South Carolina, bounded on the south by the Old Anderson Road (S. C. Highway No. 81), being a portion of property owned by the late P. L. McHugh and Pauline B. McHugh as shown on a plat thereof recorded in the R. M. C. Office for Greenville County, South Carolina in Plat Book 5-T at page 43, which shall be referred to herein as the "McHugh Property".

WHEREAS, the Grantee in developing the McHugh Property into a local commercial shopping center and desires to drain surface waters from said property onto and across the Cochran Property into a creek located on the Cochran Property, and the Grantors desire to have access to and from the Old Anderson Road into their property through the property owned by the Grantee.

NOW THEREFORE, for and in consideration of the grant of the respective easements hereinafter set forth and for other good and valuable considerations received, the receipt and sufficiency whereof are hereby fully acknowledged, the Grantors and Grantee do hereby covenant and agree as follows:

1) The Grantors do grant, bargain, sell and release unto the Grantee, his successors and assigns, an easement twenty (20) feet wide, the same being ten (10) feet on each side of the center line thereof, into and through the Cochran Property for the purposes of the installation and maintenance of a ditch to carry surface waters from the McHugh Property, which easement shall be located and commence on the Cochran Property at the corner of the Welcome Baptist Church Property and run in a northwesterly direction approximately 100 feet until said ditch or easement intersects a branch located on the Cochran Property, and which easement shall include the right of Grantee to enter upon the Cochran Property for the purposes of installation, maintenance and cleaning said

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