EASEMENT

COUNTY OF GREENVILLE

THIS INDENTURE, made and entered into this 30th day of June, 1977, by and between Davis Stevens McHugh, Jr. and Roberta Clara McHugh, hereinafter called "Grantor," and James A. Parkhill, hereinafter called "Grantee";

Grantor, in consideration of One Dollar (\$1.00), and the premises herein stated, does hereby grant, bargain, sell, and release unto James A. Parkhill, his heirs and assigns forever, an easement for the installation, repair, maintenance and operation of a sewer line under a strip of land not to exceed five (5) feet in width along the side lot line adjoining Lot 25 of that certain lot, described as follows:

ALL that piece, parcel or lot of land in the County of Greenville, State of South Carolina, situate, lying and being on the western side of Birnam Court and being known and designated as Lot No. 24 of Birnam Woods Subdivision, plat of which is recorded in the RMC Office for Greenville County in Plat Book 5-D at Page 56 and having such metes and bounds as shown thereon, reference to said plat being made for a more complete description.

DERIVATION: This being the same property conveyed to Grantor herein by deed of A & B Properties, Inc. dated September 2, 1975 as recorded in the RMC Office for Greenville County, South Carolina in Deed Book 1023, Page 631.

Grantor further grants to Grantee:

- (a) The right of ingress to and egress from the strip over and across said Lot by such route, or routes, as shall cause the least practicable damage and inconvenience to Grantor;
- (b) The right from time to time to trim and to cut down and clear away any and all trees and brush now or hereafter on the strip of land which may, in the opinion of Grantee, be a hazard to the sewer line; provided, however, that all trees which Grantee is hereby authorized to cut and remove, if valuable for timber or wood, shall continue to be the property of Grantor, but all tops, brush and refuse wood shall be burned or removed by Grantee.

Grantee hereby covenants and agrees:

- (a) To promptly fill any trench, or ditch, made on the strip and to repair any, and all damage to any of Grantor's adjoining property;
- (b) To repair any damage to fences or other yard fixtures or to attachments to the house located on said lot such as a sun deck, and to place them in the same condition as prior to the performance of work allowed pursuant to this easement; provided, however, Grantor shall not construct anything of a permanent nature such as a concrete patio or porch on any portion of the land subject to this easement;
- (c) To indemnify Grantor against any loss and damage which shall be caused by the exercise of the rights of ingress and egress or by any wrongful or negligent act or omission of or of its agents or employees in the course of their employment.

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