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COUNTY OF GREENVILLE

WHEREAS, Jim Vaughn Enterprises, Inc., conveyed Lot 62 of a Subdivision as Canebrake, Phase I located on Bennington Road in Greenville County fully appears on the plat of the same being recorded in the RMC Office for Greenville County in Plat Book 5P at Page 46 by deed dated September 24, 1976 and Secorded in the RMC Office for Greenville County in Deed Book 1043, at Page 370, and

WHEREAS, a foundation survey for the adjoining Lot 61 Canebrake Subdivision reveals that a portion of the driveway on the said Lot 62 encroaches up to a maximum width of 2 feet on the adjoining Lot 61 and James W. Vaughn desires to grant a Perpetual Easement covering that portion of the driveway encroaching on Lot 61 unto the said Cecil L. Williams and Gloria B. Williams, their heirs and assigns forever.

NOW, THEREOFRE, in consideration of the premises the undersigned James W. Vaughn the owner of Lot 61, Canebrake Subdivision, Phase I does hereby grant, bargain, sell and release and by these presents have granted, bargained, sold and released unto Cecil L. Williams and Gloria B. Williams, their heirs and assigns forever an easement appurtenant over that portion of Lot 61 on which a driveway appears as is more fully shown on a plat of the same being recorded in the RMC Office for Greenville County in Plat Book $\frac{70}{2}$ at Page $\frac{3}{2}$, reference to which is hereby craved for a more complete description of said driveway. According to said plat the said driveway encroaches a maximum width of 2 feet and has a maximum length of 41.1 feet. The easement hereby granted is for the sole purpose of allowing Cecil Williams to use and enjoy that part of the driveway which encroaches on Lot 61. The undersigned shall have no responsibility in any manner whatsoever for the maintenance, repair and upkeep of said driveway which maintenance and responsibility shall be solely that of Cecil L. Williams and Gloria B. Williams, their heirs and assigns forever.

It is intended that this easement appurtenant shall be a covenant running with the land and shall inure to the benefit not only of Cecil L. Williams and Gloria B. Williams but to all subsequent owners of Lot 62 so long as said driveway continues in existance in said location.

Dated at Greenville, S. C. this the 26 day of October, 1979.

IN THE PRESENCE OF:

JAMES W. VAUGHN

Vicke D. Wilkerin

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