

6. The Grantor herein reserves the right at all times to use any part of the right of way herein granted as a lake at a water level which now exists with respect to the same, and shall not be liable to the Grantee herein for damages to any pipe lines, equipment or adjuncts now or in the future situated on said right of way which results from the flooding or overflow of said lake as a consequence of abnormal rain or weather conditions; provided, however, in connection with the construction of said pipe lines and adjuncts on the right of way herein granted, said lake shall, on request of the Grantee, be lowered by a maximum level of four (4) feet, and kept lowered to that level for a period of whenever said construction has been completed, or six (6) months from the date of lowering, whichever is lesser in time.

7. The payment and privileges above specified are hereby accepted in full settlement of all claims and damages of whatever nature for said right of way.

IN WITNESS WHEREOF the hand and seal of the Grantor herein has hereunto been set this 18 day of November, A. D., 1963.

Raymond A. Beard (SEAL)

Robert P. Posey (SEAL)

James D. Hunt (SEAL)

D. E. Esteban (SEAL)  
For Lake Fairfield, Inc.

Signed, sealed and delivered in the presence of:

J. Ogburn Blake As to the Grantor

William H. Cely As to the Grantor

STATE OF SOUTH CAROLINA )

COUNTY OF GREENVILLE )

PROBATE

PERSONALLY appeared before me the undersigned deponent, who on oath says that deponent saw the above named Grantor deliver the within written right of way, and that deponent, with J. Ogburn Blake witnessed the execution thereof.

SWORN to and subscribed before me this 18 day of November, 1963.

Dennis W. Cely (Seal)  
Notary Public for South Carolina

William H. Cely

Recorded November 29, 1963 At 11:17 A.M. # 15704