

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

GREENVILLE, S. C.

BOOK 823 PAGE 228

AGREEMENT

JUL 11 9 47 AM 1967

This Agreement made and entered into this 10th day of July,

1967, by and between ROY J. OWENS of Route 3, Piedmont, South Carolina and J. R. CLEVELAND, of Greenville, South Carolina.

WITNESSETH:

1. Whereas the said Roy J. Owens and the said J. R. Cleveland own adjoining property in lower Greenville County, State of South Carolina, located on the North side of McMahan Mill Road near the Rehobeth Baptist Church and on the waters of Grove Creek and being shown on Sheet 611.1 of the Greenville County Tax Maps at the Greenville County Courthouse, and have mutually agreed to have constructed a dam which will be located primarily on the property of the said Roy J. Owens but which will create a lake or pond which will extend upon the property of the said J. R. Cleveland so that the said pond or lake shall be located on properties belonging to the said Roy J. Owens and the said J. R. Cleveland.

2. It is agreed between the parties that the said Roy J. Owens will be responsible for the entire cost of construction of the dam and the clearing of the lake or pond area and such shall be without cost to the said J. R. Cleveland.

3. It is understood and agreed between the parties hereto that the said lake or pond shall not be used for any business or commercial purposes including public fishing, boating or swimming without the written consent of both parties hereto, their heirs, successors and assigns. In the event the lake or pond is later used for commercial or public fishing or for any other public or business use, then the net profits therefrom will be divided on the following basis. Seventy-five (75%) per cent to the said Roy J. Owens and Twenty-five (25%) per cent to the said J. R. Cleveland; it being understood that the cost of management shall first be deducted from any profits to be distributed as hereinabove set forth.

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