

The spillway maintenance right granted Greenville hereunder shall be exercised by Greenville in a reasonable fashion and without expense to Grantor.

Grantor, in his sole discretion, and without approval of Greenville, reserves the right from time to time to change the direction of the flow of Greenville's said surface waters over Grantor's property and to specifically delineate, by width and length, an area where the surface waters of Greenville are to flow after being cast from the said concrete spillway* However, Grantor's reserved rights under this paragraph will be exercised by Grantor at all times so that, without expense to Greenville, the said surface waters coming upon Grantor's property will not be impeded, backed up, and/or dammed up upon Greenville's said property because of any exercise by Grantor of the rights reserved under this paragraph.

*and at such time of delineation by survey, a legal description of the delineated area will be prepared by Grantor and substituted for the attached Exhibit "B". Grantor shall have the right to further relocate the area from time to time and substitute an Exhibit "B" setting forth the then revised description. Grantor may elect to pipe water flowing from the concrete spillway.

TO HAVE AND TO HOLD, all and singular, the easement and rights herein granted unto Greenville Development Company, a Missouri General Partnership, its successors and assigns forever.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 24th day of February, 1983.

Witnesses:

George B. Nalley, Jr., Trustee under the Share 1 Marital Deduction Testamentary Trust under the Will of George B. Nalley, Sr., dated February 4, 1972.

Carolyn J. Silstrap
Burda C. Much

By: George B. Nalley, Jr.
George B. Nalley, Jr.

STATE OF SOUTH CAROLINA)
COUNTY OF PICKENS)

PROBATE

PERSONALLY APPEARED Before me Carolyn J. Silstrap, who, being duly sworn, deposes and says that (s)he saw the within-named George B. Nalley, Jr., Trustee under the Share 1 Marital Deduction Testamentary Trust under the Will of George B. Nalley, Sr., dated February 4, 1972, by George B. Nalley, Jr., sign, seal and as his act and deed, deliver the within-written Surface Water Drainage Easement for the uses and purposes therein mentioned, and that (s)he with Burda C. Much witnessed the execution thereof.

Sworn to before me this 24th day of February, 1983.

Burda C. Much (SEAL)
Notary Public for S. C.
My commission expires: 1/29/87

Carolyn J. Silstrap

(COMM. EXPIRES 1/29/87)

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