

those facilities. Owner agrees to maintain such pond draw-down for a period of time reasonable for the purposes of Plantation, and such draw-down to be without liability or obligation on the part of Plantation to Owner. Said draw-down to consist of lowering the level of the pond so that no inundation reaches closer than 100 feet at the nearest point to the Plantation right of way.

- (5) Owner hereby grants to Plantation the right as necessary for the exercise of any activities authorized under said easement grant, to cut said dam in such fashion necessary for the immediate draining of the pond created by said dam, and to keep it so drained for a period of time reasonable for the purpose of Plantation. The exercise of such right of drainage shall be without any liability or obligation on Plantation's part to Owner as to repair of said dam or otherwise.
- (6) The construction of additional pipelines as provided in the Right of Way Grant above mentioned is contemplated by Plantation, which construction could be affected by the existence of Owner's pond. Therefore, it is agreed between the parties that any additional pipelines constructed under said Right of Way Grant may, at Plantation's election and in its sole discretion, be located around said pond so as not to require the cutting of Owner's dam or draining said pond as provided in Number 5 above. Owner therefore agrees to provide Plantation, without cost, a right of way under the same terms and conditions as it now enjoys, and on the same form as the above-mentioned Right of Way Grant, to provide for the location of the pipelines around said pond on a route to be selected by Plantation, same to be parallel with and adjacent to the existing pipelines insofar as possible.
- (7) Owner will defend, save, and hold Plantation harmless from any and all loss, cost, expense, or damage by reason of injury to or death of any persons, or damage to the property of Owner or others arising out of the draw-down of the pond as permitted in paragraph Number 4 above, breach of the dam as permitted in paragraph Number 5 above, arising out of or by virtue of the flooding of Plantation's pipelines and right of way by said pond, or damage to said pond or its contents arising out of Plantation's operations, including any loss caused as a result of any leakage from or break in said pipelines.
- (8) Owner further grants to Plantation the right to install aboveground valves with proper fencing on said right of way, if required to meet U. S. Department of Transportation, or other governmental agencies, safety regulations due to the presence of said pond, and to identify its pipelines by the use of markers placed on said right of way touching property described in the referenced easement grant.
- (9) It is further agreed that after the execution and delivery of this instrument, Plantation shall have the right, without payment of damages, to keep its entire right of way across Owner's property granted by easements referenced above clear of trees, undergrowth, additional lakes, ponds, buildings, paving placed over and along any of Plantation's pipelines, structures, and other improvements unless authorized by Plantation.

It is understood and agreed that, except as specifically provided herein, this agreement to no extent whatsoever alters, amends, or changes the duties and responsibilities imposed upon Plantation and Owner by virtue of the servitude and easement hereinbefore mentioned and recorded in Book 842, Page 31,
Greenville County records.

THIS AGREEMENT shall inure to and be binding upon the parties hereto, their heirs, personal representatives, successors and assigns.