

(4) 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.

(4A) The construction of additional pipe lines 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 pipe lines 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 4 above. Owner therefore agrees to provide Plantation, without cost, with 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 pipe lines around said pond on a route to be selected by Plantation, same to be parallel with and adjacent to the existing pipe lines insofar as possible.

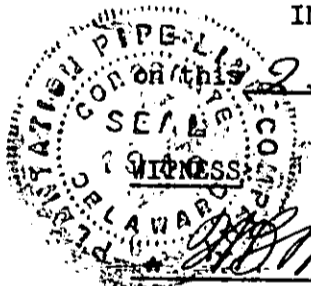
(5) Owner will defend, save, and hold Plantation harmless from any and all loss, cost, expense or damage by reason of injury to or death of any persons, or damage to the property of Owner or others arising out of the breach of the dam as permitted in Paragraph 4 above; arising out of or by virtue of the flooding of Plantation's pipe lines 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 pipe lines.

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 237, Page 59, Greenville County Records.

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

IN WITNESS WHEREOF the parties hereto have set their hands and seals

on this 23rd day of July, 1962.



W. B. Mackenzie
W. B. Mackenzie
Notary Public
Luther J. Bernard
Notary Public

PLANTATION PIPE LINE COMPANY
By S. F. Kane (Seal)
S. F. Kane, Vice President-Treasurer
J. R. Smith (Seal)
Owner
(Seal)

Note: If Acknowledgment required type appropriate form on reverse side.