

part, all of the said tracts so purchased being entirely separate from, and independent of, the property heretofore owned by the party of the second part, and upon which the present mills and improvements of the party of the second part are erected; And to have as the party of the second part or its successors and assigns, owners of the said tracts of land in whole or in part, may at some time or times and from time to time hereafter see fit to build and erect Mills, Factories, or other structures or improvements, either upon the tracts of land as above described, or upon others hereafter to be acquired, and either in connection with such structures or improvements or not, may deem proper from time to time to build and construct, and from time to time to alter or enlarge, a dam or dams across said River, by which the water in said River may be raised; And to have as the parties of the first part, the widow and children of one Elijah Eskew, late of the said County of Greenville, who died intestate on the 8<sup>th</sup> day of September A.D. 1872, and the owners in fee simple as the sole heirs at law of the said Elijah Eskew of a certain tract of land lying on the East side of the said River in the said County of Greenville, containing about two hundred and sixty-three acres, being the same land as was conveyed to the said Elijah Eskew by Benjamin Eskew by deed dated 5<sup>th</sup> February A.D. 1856, and recorded in the office of the Register of Meares Conveyance for Greenville County aforesaid in Book H. page 500; has certain portions of said tract this day conveyed by parties of the first part to the party of the second part, as will more fully appear by the deed of said parties conveying the same; And to have as, it may happen that damage may be caused to the said land, and property, or some part thereof so owned by the parties of the first part, or to the crops from time to time growing thereon, by reason of the rise and overflow of the water in the Saluda River aforesaid, which may be caused by the erection of such improvements and of such dam or dams or by the raising or increase from time to time and at any time in the size or height of the dam or dams so erected; And to know all Men by these Presents, that we the said Mary C. Eskew, widow, and James R. Eskew, Matthew C. Nelson, Mary C. Bean, Sarah A. Boutwell, Henry D. Eskew, N. Rebecca Eskew, James A. Ballou, & William

R. Eskew, and James R. Eskew, children of Elijah Eskew, deceased, and his sole heirs at law, parties of the first part, owners of the tract of two hundred and sixty-three acres above mentioned, for and in consideration of the sum of one hundred dollars to us in hand paid by the said The Pelzer Manufacturing Company, party of the second part, owner of the tracts of land above described, at and before the sealing and delivery of these presents (the receipt whereof is hereby acknowledged) do for ourselves and each of our heirs, executors and administrators and assigns, owners of the said tract of two hundred and sixty-three acres heretofore described, covenant and grant, with and to the said The Pelzer Manufacturing Company, party of the second part and its successors and assigns, that if it, the said The Pelzer Manufacturing Company, party of the second part, and its successors and assigns, and its agents and servants or such others as it or any of them may associate with them, owners in whole or in part of the tracts of land above described, shall hereafter and as often and as frequently, from time to time as they may find necessary or see fit, build and erect any improvements upon said tracts of land, or build and erect any dam or dams across the Saluda River aforesaid, or raise or increase the height or size of the same in any way or manner and to any extent that to them may seem meet and proper, or that they may deem necessary to carry out any purpose which they may at any time have in view, that then and in that event, the said The Pelzer Manufacturing Company, party of the second part, and its successors and assigns, owners in whole or in part of the tracts of land above described, shall have the right and easement to back the waters in the said River, and flood the same the tract of two hundred and sixty-three acres so owned by us, the said parties of the first part as aforesaid, to such an extent as may result or arise from the improvements, erections or alterations above mentioned, and that we the said parties of the first part, or either of us, our or either of our heirs, executors, or assigns, owners of the said tract of two hundred and sixty-three acres, at any part thereof, will make no claim or demand whatsoever against the said The Pelzer Manufacturing Company, party of the second part, its successors and assigns, or any person or persons at any time as to the same.