

State of South Carolina,
County of Greenville.

Whereas, the building of the Table Rock storage basin by the City of Greenville through its Commissioners of Public Works, on the head-waters of the Saluda River, has diverted and will continue to divert the water therefrom; and

Whereas, suit against the City of Greenville was commenced by Ware Shoals Manufacturing Company, and was contemplated by the other riparian owners hereinafter referred to, but all parties have arrived at an adjustment and settlement of their differences; and

Whereas, the maintenance, control, operation and management of said Table Rock Storage Basin is all vested in the Commissioners of Public Works for the City of Greenville,

Now, this agreement made and entered into this the Sixteenth day of June, 1933, by and between Ware Shoals Manufacturing Company, the Piedmont Manufacturing Company, Falzer Manufacturing Company and Belton Power Company, hereinafter referred to as the Owners, of the one part, and the Commissioners of Public Works, hereinafter called the Commissioners, of the other part.

WITNESSETH:

That for and in consideration of the money paid and to be paid and the other terms and conditions, all hereinafter stated, the Owners for themselves, their successors and assigns, have released and discharged and do hereby release and discharge, the said City of Greenville and Commissioners of Public Works from any and all claims, demands, cause or causes of action, or any liability whatsoever on account of the injury and damage sustained or to be sustained by them, or any of them, resulting from the construction of said reservoir, the impounding and storing of water therein and the diversion of the same from said Saluda River.

It is further agreed that the money paid, and to be paid, as hereinbefore referred to, is the sum of twenty-five thousand (\$25,000.00) Dollars, five thousand of which is to be paid at the signing, sealing and delivery of this agreement, and the remaining twenty thousand dollars will be paid in four equal annual installments without interest cost or charges, payable on the 2nd day of January for four consecutive years, beginning the 2nd day of January, 1934, the money consideration to be allotted by and among the said Owners in such sum or manner as they may elect, but before such payment or any of them shall be made, said Owners will in writing direct to whom and in what manner the checks in payment shall be drawn, and when so drawn and delivered shall operate as payment to all of said Owners as if separately and individually paid.

It is further agreed that the upper fourteen foot level of said reservoir or storage basin, shall and will be utilized as storage and the water contained in said section shall be released as nearly uniformly as possible and in a minimum flow of not less than 17,000,000 gallons of water per day for and during the dry period in each year, it being understood that the Commissioners will exercise their reasonable discretion in this regard. The dry period shall be such time as the normal wastage of water over the spillway drops to a minimum of less than 17 million gallons per twenty-four hours. At such time the Commissioners of Public Works agree to open gate in spillway sufficiently to make the wastage equal to 17 million gallons for twenty four hours until the storage reaches the 1246 level or 14 feet below the normal head. This process to be repeated from year to year so long as is not needed for diversion.

Should the Owners feel that the intent and purpose of these provisions are not being fully complied with and carried out by the Commissioners, it is agreed that the Commissioners, on the one hand, and the Owners, on the other, will promptly agree upon some Engineer, skilled in such matters, to act as Umpire, whose decision of the mooted question shall be final and binding upon both parties. If the parties hereto cannot agree upon such Umpire, within ten days after such failure to agree, the Commissioners, shall select an Engineer to represent them, and the Owners and Engineer to represent them, and these two shall select a third Engineer, and the decision of a majority of the three Engineers so selected, shall be final and binding upon the parties hereto. Should the provision of this paragraph be invoked, it is understood and agreed that the necessary expense incurred thereby, shall be borne by the party against whom the decision shall be found.

In witness whereof the said granting corporations have caused their corporate seals, respectively, to be hereunto affixed and these presents to be subscribed by their duly authorized officers, and Commissioners of Public Works of Greenville, S. C., has caused its corporate seal to be hereunto affixed and these presents by said Commissioners subscribed this the 16 day of June, 1933.

Signed, sealed and delivered in the presence of:
Lucille Keller
C. L. Huggins.

The Ware Shoals Manufacturing Co.
BY: C. P. Thompson, Vice Pres.
And G. B. Hughes, Secy.