

The party of the first part further assigns unto the parties of the second part, their heirs and assigns, the right, privilege and easement at any time and from time to time to dredge said Lakeside Creek for any part of its entire length across the property of H. C. Davidson.

The party of the first part further assigns unto the parties of the second part, their heirs and assigns, the right, privilege and easement to construct, maintain and operate a pump house not to exceed ten (10) feet by ten (10) feet in dimensions at any point along the eastern side of said creek above the high water mark of Saluda River, or Lakeside Creek.

The party of the first part further assigns unto the parties of the second part, their heirs and assigns, a right-of-way and easement for a pipe line and power line, which right-of-way shall be ten (10) feet wide and shall extend from any point along said creek above the dam in an easterly direction to the property of the parties of the second part or to property now or formerly owned by J. H. Causby or Walter G. Stroud, which separates the property of H. C. Davidson and the parties of the second part hereinabove referred to.

The party of the first part further assigns unto the parties of the second part, their heirs and assigns, the right, privilege and easement to enter upon the aforesaid lands of H. C. Davidson and to cut all brush and trees within the high water-mark of the dam and the right-of-way hereinabove referred to and to dig a ditch and lay pipe and dig holes for, and to erect poles with cross arms and wires along the entire right-of-way hereinabove referred to, and to maintain the same, and the parties of the second part at all times shall have the right to enter upon said premises to do all that may be reasonable, proper and necessary thereon; but the parties of the second part shall permit no one except their duly authorized agents and employees to enter thereon.

The party of the first part further assigns unto the parties of the second part, their heirs and assigns, the right and easement of ingress and egress across the property of H. C. Davidson to and from said creek, dam and pump house, and to and from the right-of-way for pipe line and power line across the property of H. C. Davidson.

IT IS UNDERSTOOD AND AGREED that when the pump house, pipe line and power line have been built and established by the parties of the second part, in accordance with the provisions of this assignment, that the parties of the second part, their heirs and assigns, will not thereafter relocate said pump house, pipe line, or power line on the property of H. C. Davidson without the written consent of H. C. Davidson, or his heirs and assigns.

The parties of the second part, their heirs and assigns, shall be solely responsible for the erection and maintenance of said dam, pump house, power line and pipe line and agrees to hold H. C. Davidson, his heirs and assigns, and the party of the first