

hundred and eighty by and between George Healdmann of the County of Greeneville of one said and Francis J. Pelzer of the City of Charleston in the State of one said. Witness. Whereas the said Francis J. Pelzer has lately purchased from George W. Anderson a tract of land situate lying and being in Greeneville and Anderson Counties in the State of one said on both sides of the Saluda River commonly known as Anderson's Mill and Dam and formerly known as Wilson's Bridge Dam. And whereas it is in contemplation that either the said Francis J. Pelzer or others associated with him or his assigns owners of the said tract of land may at some time or times hereafter erect additional mills or factories or other structures upon the tract so purchased by him from the said George W. Anderson and in connection with such proposed improvements and additions and in consequence thereof may deem proper to raise and increase the height and size of the dam now lying across the said river between the portions of the said Anderson's Mill tract on opposite banks of the said river or erect an additional dam or dams thereon. And whereas I the said George Healdmann am the owner in fee simple of a tract of land of forty five acres on the East bank of the Saluda River aforesaid in the said County of Greeneville lying west north and contiguous to the land so recently purchased by him the said Francis J. Pelzer. And whereas it may happen that damage may be caused to my said tract of land or to the crops from time to time growing thereon by reason of the rise and overflow of the water in the Saluda River that may be caused by the raising or increase in the size and height of the said dam or the erection of another dam or dams thereon. Now know all men by these presents that I the said George Healdmann owner of the tract of forty five acres of land above mentioned for and in consideration of the sum of forty dollars to me in hand paid by the said Francis J. Pelzer owner of the tract of land aforesaid known as Anderson's Mill at and before the sealing and delivery of these presents the receipt whereof is hereby acknowledged do for myself my heirs executors and administrators and assigns owners of the said tract of forty five acres hereinbefore described covenant and grant with and to the said Francis J. Pelzer and his heirs and assigns that if he the said Francis J. Pelzer and his heirs and assigns and his or their agent or agents or subcontractors or he or they or any of them with

mills hereinbefore described shall hereafter and as often and as frequently from time to time as he or they may find necessary or see fit to increase in height and breadth or either the size of the dam lying across the Saluda River between the portions of the Anderson's Mill tract on opposite banks of the said river and to raise the same in any way or manner and to any extent that to him or them may seem meet and proper or that may be necessary to fully carry out the purposes they now have in view or to build and erect other and additional dams or dam across the said River on the said tract so purchased from the said George W. Anderson as he or they may deem proper or find necessary that then and in that event he the said Francis J. Pelzer and his heirs associates and assigns owners of the said tract of land known as Anderson's Mills hereinbefore described shall have the right and easement to back the water in the said River and flow the same upon the tract of forty five acres of land so owned by me as aforesaid and to such an extent as may result or arise from the alterations and creations above mentioned and that I the said George Healdmann and my heirs executors administrators or assigns owners of the said tract of forty five acres hereinbefore described will make no claim or demand whatsoever against him the said Francis J. Pelzer his heirs executors administrators or assigns or any person or persons at any time associated with him or them owners of the said tract of land known as Anderson's Mills hereinbefore described for or by reason of any damage or loss of any nature or kind whatsoever which I may incur at any time or which may at any time and in any manner occur or happen to the tract of forty five acres of land so now held and owned by me as aforesaid or to the crops or crops about to be sown or at any time growing thereon or planted therein by reason of the rise or overflow of the waters of the said River caused by the increase in size of the said dam or the raising of the same or the erection of any new dam or dams or for or by reason of any alteration or improvement or structure of any nature and kind whatsoever so made by the said Francis J. Pelzer his heirs or assigns or any person or persons at any time associated with him or them upon the tract of land so purchased by him from the said George W. Anderson as aforesaid. And I the said George Healdmann for myself my heirs executors administrators and assigns owners of the said tract of forty five acres of land hereinbefore described do hereby covenant promise and agree to and with the said Francis J. Pelzer and his heirs and assigns that the said Francis J. Pelzer