

Spartanburg Concrete Company, Inc., hereby grants to Central Motor Lines, Incorporated, its successors and assigns, the right to drain and carry away surface waters from the property above described across adjoining property owned by Spartanburg Concrete Company, Inc., by utilizing the natural drainage facilities now existing upon said adjoining lands. This right shall include the drainage of surface waters from both the developed and the undeveloped portions of the land above described, including drainage from roofs, paved areas, etc.

Spartanburg Concrete Company, Inc. further grants to Central Motor Lines, Incorporated, its successors and assigns, the right to drain and carry away treated sanitary wastes from the property above described across adjoining property owned by Spartanburg Concrete Company, Inc., by utilizing the natural drainage facilities now existing upon said adjoining lands. Provided, however, that Central Motor Lines, Incorporated, shall not permit said sanitary wastes to be drained or carried away until the same have been properly treated in sewerage or disposal facilities, approved as to design, construction and operation by the State Stream Sanitation Committee or by any other governmental agency having jurisdiction of such matters.

Spartanburg Concrete Company, Inc., further grants to Central Motor Lines, Incorporated, its successors and assigns, the like right to drain and carry away the water and wastes resulting from vehicular washing and maintenance operations across adjoining property now owned by Spartanburg Concrete Company, Inc., by utilizing the natural drainage facilities now existing upon said adjoining lands. Provided, however, that Central Motor Lines, Incorporated, shall not permit such wastes to be drained or carried away until after such wastes have been processed through a sediment tank, or like facilities, designed to remove oil, grease, and the like, resulting from vehicular washing and maintenance operations.

CENTRAL MOTOR LINES, INCORPORATED, by the acceptance of this deed and of the rights and privileges above set forth, agrees that it will not drain or discharge across the adjoining lands now owned by Spartanburg Concrete Company, Inc., any wastes which are unsanitary, odoriferous, or which would constitute a health menace or a nuisance to the adjoining property owners or to the public generally, nor will it discharge or drain wastes which would tend to clog up or interfere with the natural drainage now existing upon said lands.

SPARTANBURG CONCRETE COMPANY, INC., agrees that it will not construct obstructions or other facilities upon its adjoining land which would interfere with the natural drainage facilities now existing across said adjoining lands. Should such natural drainage facilities become obstructed, or clogged up, through no fault of Spartanburg Concrete Company, Inc., or should