

strip of land across the land referred to above for the purpose of exercising the rights herein granted; provided that the failure of the grantee to exercise any of the rights herein granted shall not be construed as a waiver or abandonment of the right thereafter at any time and from time to time to exercise any or all of same. No building shall be erected over said sewer pipeline nor so close thereto as to impose any load thereon.

3. It is agreed: that the grantor, its successors and assigns, may plant crops, maintain fences and use this strip of land, provided; that crops shall not be planted over any sewer pipe where the tops of the pipes are less than 18 inches under the surface of the ground; that the use of the said strip of land by the grantor shall not, in the opinion of the grantee, interfere or conflict with the use of the use of said strip of land by the grantee for the purposes herein mentioned; and that no use shall be made of the said strip of land that would, in the opinion of the grantee, injure, endanger or render inaccessible the sewer pipeline or their appurtenances.

4. It is further agreed: that, in the event a building or other structure should be constructed contiguous to said sewer pipeline, said sewer pipeline, no claim for damages shall be made by the grantor, its successors or assigns, on account of any damage that might occur to such structure, building, or contents thereof due to the operation or maintenance or negligence of operation or maintenance, or said pipeline or their appurtenances, or any accident or mishap that might occur therein or thereon.

5. During such time as the actual construction of the sewer pipeline over, across and upon the strip of land hereinabove described begins and until such time as such construction has been completed, the grantee, her heirs and assigns, does hereby indemnify and hold harmless the grantor, its successors and assigns from any and all damages, injuries, claims, and takings which may be caused by such construction to anything outside the 50 foot strip herein described.

6. The payment and privileges above specified are hereby accepted in full settlement of all claims and damages of whatever nature for said right-of-way.

IN WITNESS WHEREOF the hand and seal of the grantor herein has been set this

28th day of MARCH, 1978.

In the Presence of:

Elizabeth W. Anderson

BANKERS TRUST OF SOUTH CAROLINA, as
Executor and Trustee of the Estate of
Fred H. Hudson

By: John D. Allen, Jr. (SEAL)