

This Easement of right-of-way is subject to all easements and rights-of-way of record or which may be revealed by inspection of the property and extends only to the STATE's prima facie ownership.

GREENVILLE TEC hereby agrees and covenants with the STATE that GREENVILLE TEC, its successors and assigns, shall not block or obstruct navigable waters or cause unreasonable adverse impact on fish, wildlife, or water quality in its use of the easement area. GREENVILLE TEC shall use the easement area solely for the purposes incidental with the construction, operation, and maintenance of said water intake structure and pump station and shall maintain such easement area and water intake structure and pump station in good condition.

GREENVILLE TEC further agrees and covenants that GREENVILLE TEC shall indemnify and hold harmless the STATE from and against any and all liabilities, claims, causes of action and expenses including, but not limited to, reasonable costs and attorney fees resulting in personal injury or death to any person or persons or damage to any property at any time that arises from or is incident to the construction, operation, maintenance, or use of the Easement granted herein to the extent allowable by law.

In the event of major maintenance, after construction, affecting the bed of the waterway, the South Carolina Coastal Council and the South Carolina Water Resources Commission shall be notified in writing prior thereto.

GREENVILLE TEC will comply with and be bound by any and all applicable State statutes, regulations, and terms and con-