

occur to such structure, building or contents thereof due to the operation or maintenance, or negligence of operation or maintenance, of said pipe lines or their appurtenances, or any accident or mishap that might occur therein or thereto.

The parties to this agreement have entered into an Agreement For Construction of the Sewer Line dated June 29, 1979, which agreement is incorporated into this agreement and made a part hereof, the same as if fully set forth herein. The agreement provides for the cost sharing for construction. It is understood that said Agreement For Construction of Sewer Line and the Right-of-Way and Release Agreement are specifically enforceable by any party.

Heretofore Central Realty Corporation granted to Foxlair, Inc. (Foxlair subsequently conveyed its interest to John W. Freeman, III) a right-of-way for the maintenance of a sewer line on the property of Central Realty Corporation described in this Agreement. Foxlair, Inc. executed a sewer agreement dated December 1978 purporting to grant to T. Walter Brashier, Jr. the right to rebuild and use the Foxlair sewer easement granted by Central Realty Corporation to Foxlair, Inc. (not recorded). Additionally, T. Walter Brashier, Jr. (assigned to "Brashier") entered into a sewer line rider with Tankersley Real Estate Corp., a New York corporation, said agreement appearing of record in the RMC Office for Greenville County in Deed Book 1096, at Page 992 dated December 13, 1978, affecting the property of Brashier described herein on Exhibit A. Tankersley Real Estate Corp. (successor in title to Brashier and Beattie) subsequently entered into a similar agreement as part of its conveyance of the Beattie property to David W. Balentine and W. Cullen Balentine by deed dated March 15, 1979 and recorded in the RMC Office for Greenville County in Deed Book 1098, at Page 694 with sewer line rider attached. David W. Balentine and W. Cullen Balentine conveyed said property to Effie Lloyd Allen Beattie by deed dated March 17, 1979 and recorded in Deed Book 1098 at Page 714. Beattie received the rights and obligations of her grantor to the sewer line rider. Beattie and Brashier represent and warrant that any obligations arising under said sewer rider agreements involving Tankersley Real Estate Corp. are solely the responsibility and obligation of Beattie and Brashier and not of the other parties to this agreement. Further, Beattie and Brashier represent and warrant that they will protect and save the other parties to this agreement harmless as to any rights of Tankersley Real Estate Corp., its successors and assigns.

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