

1220-138

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.

It is Agreed: That the Grantors may plant crops, maintain fences and use this strip of land, provided: That crops shall not be planted over any sewer pipes where the tops of the pipes are less than eighteen (18) inches under the surface of the ground; that the use of said strip of land by the Grantors shall not, in the opinion of the Grantee, interfere or conflict with 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 its appurtenances.

It is further agreed: That in the event a building or other structure should be erected contiguous to said sewer pipeline within the permanent right-of-way, no claim for damages shall be made by the Grantors, their heirs 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 of said pipelines or their appurtenances, or any accident or mishap that might occur therein or thereto.

It is recognized that an apple tree is located within the above described easement, and the possibility exists that this tree may receive permanent damage as a result of construction of improvements described herein. In the event this tree dies within two (2) years of the execution of this Right-of-Way Agreement, the Grantee, at the request of the Grantor and at the Grantee's sole expense, will remove said tree from the Grantor's property.

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 Grantors set their hand and seal set this 21st day of August, 1984.

SIGNED, sealed and delivered in the presence of:

[Signature]
[Signature]

[Signature]
Faye M. Spencer

[Signature]
[Signature]

[Signature]
Arthur C. Spencer, Jr.

(CONTINUED ON NEXT PAGE)

RETO

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