

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 pipe lines or their appurtenances.

4. IT IS FURTHER AGREED: That in the event a building or other structure should be erected contiguous to said sewer pipe line, no claim for damages shall be made by the Grantor(s), his 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 negligences of operation or maintenance, of said pipe lines or their appurtenances, or any accident or mishap that might occur therein or thereto.

5. All other or special terms and conditions of this right of way are as follows: Grantor shall be allowed to connect with such sewer line at his own expense and subject to the approval of and in compliance with the Rules and Regulations of Berea Public Service District Commission.

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(s) and seal(s) of the Grantor(s) herein and of the Mortgagee, if any, has hereunto been set this 28 day of October, 1965.

In the presence of:

Robert Howard Orledge

Charles J. Robinson

Asto Grantor (s)

W. H. Case

Mr. R. W. Ford
As to Mortgagee

Ray J. Selver (SEAL)

Grantor (s) (SEAL)

J. B. Thompson (SEAL)
Mortgagee - National Old
Line Insurance Company

(Continued on next page)