

tation that might, in the opinion of grantee, endanger or injure the pipe lines or their appurtenances, or interfere with their proper operation or maintenance, the right to ingress to and egress from said 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 pipe line nor so close thereto as to impose any load thereon.

3. 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 lines 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 grantor 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 pipe line 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, his heirs or assigns, on account of any damage that might occur to such structure, buildings, 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.

5. It is further understood and agreed that upon completing the construction of the pipe lines, manholes and other adjuncts, the premises shall, where possible, be restored to the condition in which it existed prior to the construction.

6. All other or special terms and conditions of this right-of-way are as follows: It is understood and agreed that grantee shall have a forty foot construction right-of-way which shall be reduced to twenty-five feet upon completion. Owner to have right to tap sewer without charge. Owner to have right to fill in over top of sewer line to street grade level.

7. 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 hands and seals of the Grantors herein, and of the Mortgagee, if any, has hereunto been set this 1st day of July, 1964, A.D.

Signed, sealed and delivered
in the presence of:

Paul M. Morgan
Anna J. Childers

As to Grantors

Barbara K. Harshbarger
Barbara K. Harshbarger
Helen G. Kilgore
Helen G. Kilgore
Melville C. Kilgore
Melville C. Kilgore

J. C. Kilgore

Katherine K. Morgan
Katherine K. Morgan
Florence K. Childers
Florence K. Childers

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