

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 and 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 pipe lines or their appurtenances, or any accident or mishap that might occur therein or thereto.

5. That Greenville and Northern Railway, or the grantor with the consent of the Greenville and Northern Railway, may at any time construct and maintain a railroad spur track upon and along the western one-half (the western 12-1/2 feet) of the sewer right of way (being the entire sewer right of way which is 25 feet in total width), but in no event nearer than four (4) feet to the center line of said sewer right of way, except that the said Greenville and Northern may cross any portion of the sewer right of way, and the sanitary sewer line as laid, with said railroad spur track at such points as the Greenville and Northern may desire and determine.

That the sanitary sewer line in fact be laid along the center line of the entire sewer right of way, and that there are to be no sanitary sewer line or lines, either now or in the future, along that portion of the sewer right of way lying more than one foot west of the center line.

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 and seal of the Grantor herein and of the Mortgagee, if any, has hereunto been set this 3rd day of May, 1967.

Signed, Sealed and delivered in the presence of:

Frank Fenwick  
James R. Ham

May O. Fenwick (SEAL)  
Grantor

None (SEAL)  
Mortgagee

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