

maintenance; the right of 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 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.

IT IS AGREED that the grantor 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 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.

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

All other or special terms and conditions of this right-of-way are as follows:

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.

The grantor has granted, bargained, sold and released and by these presents does grant, bargain, sell and release unto the grantee, its successors and assigns forever the property described herein and the grantor further does hereby bind his heirs, successors, executors and administrators to warrant and defend all and singular said premises to the grantee, its successors or assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, the hand and seal of the Grantor herein and of the Mortgagee, if any, has hereunto been set this 28 day of June, 1971.

IN THE PRESENCE OF:

Bobbie Jean Huff
H. S. Jones
As to Grantor

J. Arnold Mills
GRANTOR

As to Mortgagee

MORTGAGEE