

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 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.

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, 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. (a) That grantor and/or Greenville & Northern Railway may construct and maintain a railroad spur track upon and along the western one-half (the western 12½ feet) of the sewer right of way but in no event nearer than four (4) feet to the center line of said sewer right of way, except that the said railroad spur track may, for the purpose of connecting with the main railway line, cross any portion of the sewer right of way and the sanitary sewer line as laid, with said crossing points to be determined by the grantor and/or Greenville & Northern Railway, its successors or assigns.

(b) That the sanitary sewer line in fact be laid along the center line of the 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 25th day of April, 1967.

Signed, sealed and delivered in the presence of:

R. Wayne Weaver
C. H. Clawson
Lyndie K. Smith
L. W. A. Smith

J. B. Morgan (SEAL)
Grantor
Conice A. Baswell (SEAL)
Mortgagee
(Continued on next page)