

gress from said strip of land across the land referred to above for the purpose of exercising the rights herein granted; provided that no failure of the Grantee to exercise any of these rights herein granted shall not be construed as a waiver or abandonment of the right thereafter or at any time and from time to time exercise any or all of the same. No building shall be erected over said drain tile lines nor so close thereto as to impose any load thereon.

The Grantors may plant crops, maintain fences and use the strip of land provided: that no trees, bushes or crops with roots that normally penetrate below eighteen (18) inches shall be planted over any of said drain tile lines. The Grantees agree that said septic tank and drain tile lines shall be constructed in such a manner that the Grantors may operate usual farm equipment across said lines. And further, that if said lines or septic tank are damaged by the operation of usual farm equipment by the Grantors, the Grantees agree to repair any such damage at his own expense.

The payment and privileges above specified are hereby accepted in full settlement of all claims and damages of whatever nature for the said right of way. The right of way herein granted shall cover that portion of the Grantors' property immediately North of a contiguous lot of land owned, now or formerly by Clarence C. Holtzclaw and shall lie in that triangular portion of the Grantors' property encompassed by extending the East and West lines of the Holtzclaw lot in a Northerly direction to an apex.

IN WITNESS WHEREOF, the hands and seals of the Grantors herein have hereunto been set this 24 day of July, 1971

Signed; sealed and delivered in the presence of:

Ida Carson
Elizabeth Fulmer

Harace Mrs. [unclear] (SEAL)
[unclear] (SEAL)

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