

If in laying the pipe line or lines, it is necessary to cut any timber from the right of way, such timber shall be placed at the edge of the right of way on the land of the undersigned grantor and shall be the property of the undersigned grantor.

It is further understood that the owner is to have the right to cultivate and use this right of way strip of land provided such use thereof shall not interfere with the proper maintenance and free access to the pipe line or lines to be installed under this agreement. No buildings or other structures shall be placed on said right of way.

The payment above specified covers compensation for the easement or right of way, and also covers all claims for damages, including crops growing on the right of way, along said right of way resulting from construction of the pipe line or lines to be laid.

It is further agreed that in case of future damages to property or crops, due from an accident on the pipe line that THE CITY OF GREENVILLE shall pay all damages.

The undersigned agrees to release and give to THE CITY OF GREENVILLE, SOUTH CAROLINA, actual physical possession of the premises above described not later than the 10 day of February, 1972.

IN WITNESS WHEREOF, the said grantor or grantors herewith sets its hand and seal this 10 day of February, 1972.

IN THE PRESENCE OF:

[Signature]  
[Signature]

EMB-TEX CORPORATION

BY: [Signature]  
its PRESIDENT

AND:  
BY: [Signature]  
its ASST. TREAS.