

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 grantors may plant crops, maintain fences and use the 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 grantors 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 grantors, their heirs or assigns, on account of any damage that might occur to such structure, building or contents thereof due to the operator 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. 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 Grantors herein has hereunto been set this 25th day of September, 1972.

WITNESSES:

James H. Janner
William D. Robinson

Jamin B. Huggin (SEAL)
JAMIN B. HUGGIN

Mary Elizabeth Huggin (SEAL)
MARY ELIZABETH HUGGIN