

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 Grantees, interfere or conflict with the use of said strip of land by the Grantees 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 Grantees, 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 of operation or maintenance, or said pipe lines or their appurtenances, or any accident or mishap that might occur therein or thereto.

It is further expressly understood that should the Grantees herein abandon its use of the line for any reason said right of way and line shall revert to the Grantor herein.

The property affected by this 10 foot side right of way is described as follows:

The center line of the said right of way shall have the following courses and distances as shown on a Plat prepared by Freeland & Associates, as the property of Pebble Creek, Phase II, Section III, Lot 29, which Plat was dated October 23, 1979, and was done to show the right of way and, according to said Plat, has the following metes and bounds, to-wit:

BEGINNING at a point N. 30-32 E. 21.3 feet from the joint rear corner of Lots Nos. 28 and 29, which is also on the side line of Lot No. 19 of said Subdivision; and running thence through Lot No. 29 S. 28-57 E. 60.8 feet; thence continuing through Lot No. 29 N. 77-51 E. 41.5 feet to an iron pin; thence continuing through said Lot N. 31-06 E. 8.2 feet to the point where said right of way joins a 25 foot sanitary sewer easement.

Lot No. 29 was conveyed to the Grantor herein by Deed of Robert L. White, Jr., recorded simultaneously herewith.

Sarah L. James

William D. Sloan

GATEWOOD BUILDERS, INC.

BY: Richard D. Taylor

Robert L. White, Jr.

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