

We hold liens upon the lots described within and for value received consent to the conveyance of the within right of way and subordinate our liens thereto. This 20 day of Sept. 1934.

Mrs. Mackie Owen
D. Seward

For value received and the purchaser at Tax Sales of part of the within described property we hereby subordinate our liens in favor of the within right of way conveyance and consent to said conveyance.

This November, 13, 1934.

D. Seward

VW

L. P. Hossley, Mrs. A. C. Hossley
Mike Wohner, C. K. Wohner, Ethel
W. Herron, Annie D. Wohner
To/Right of Way
City of Canton, Miss.

Filed for record 2nd day November, 1934
at 4:30 O'clock P. M. and.
Recorded 20th day November, 1934.
Aurie Sutherland, Clerk.

STATE OF MISSISSIPPI, }
COUNTY OF MADISON)

Know All Men By These Presents:

That for and in consideration of One Dollar cash to the undersigned (herein styled Grantor, whether one or more) paid, the receipt of which is hereby acknowledged, the same grantor does hereby grant and convey unto the City of Canton, Mississippi, (herein styled grantee), its successors and assigns, the right of way and easement to construct, maintain and operate pipe lines and appurtenances thereto, over and through the following described lands situated in the City of Canton, Madison County, State of Mississippi, to-wit:

The East part of the S $\frac{1}{2}$ of Lot No. 37, on the East side of S. Union St.; The South part of Lot No. 1, on the East side of N. Hickory Street; The South part and the East part of the E $\frac{1}{2}$ of Lot No. 27, on the South side of E. Peace Street; The South part of 30 $\frac{1}{2}$ feet off the North end of Lot No. 24, on the North side of W. Peace Street; A part approximately 125 feet North on Peace Street of Lots No. 26, 30 & 31 less 20 feet off the West side, on the North side of W. Peace Street; The South part of Lot No. 20, on the West side of N. Union Street; The North part of Lot No. 26, on the North side of E. Fulton Street; The North part of Lot No. 10, on the North side of E. Fulton Street; The South part of Lot No. 21, less 170 feet off the West End, on the East side of North Liberty Street; The North part of Lots No. 68, 70 and 10 off the West side of Lot No. 72, on the North side of E. Center Street; The South part of Lot No. 3, on the South side of W. North Street; The North part of Lot No. 46, on the North side of E. Peace Street; The South part of the E $\frac{1}{2}$ of Lot No. 15, on the South side of E. Fulton Street. All according to George and Dunlap's map of said city.

To Have And To Hold unto, said grantee, its successors and assigns, so long as such lines and appurtenances thereto shall be maintained, with ingress to and egress from the premises, for the purpose of constructing, inspecting repairing, maintaining, and replacing the property of grantee above described, and the removal of such at will, in whole or in part.

The said grantor is to fully use and enjoy the said premises, except for the purposes hereinbefore granted to the said grantee, which hereby agrees to bury all pipes to a sufficient depth so as not to interfere with cultivation of soil, and to pay any damages which may arise to growing crops, flowers, buildings, or fences from the construction, maintenance, and operation of said pipe lines; said damages, if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one thereof to be appointed by the said grantor, and one by the said grantee, and the third by the two so appointed as aforesaid, and the written award of any two of such three persons shall be final and conclusive. We hereby agree that no claims for damages will be considered by said grantee unless said claims are made in writing to said grantee within ten days from the date of such damages.

It is hereby understood that the party securing this grant in behalf of grantee is without authority to make any covenant or agreement not herein expressed.

Witness our signatures on this the 16, day of October, 1934.

Signed and delivered in the presence

of the undersigned witnesses:

H. R. Covington
Otto F. Weimar
C. K. Wohner

L.P.Hossley & Mrs. A.C.Hossley, Mike
Wohner, C.K.Wohner, Ethel W.Herron
Annie D.Wohner

STATE OF MISSISSIPPI, }
COUNTY OF MADISON)

Personally appeared before the undersigned Notary Public in and for said County and State the within named C.K.Wohner one of the subscribing witnesses to the foregoing instrument, who, being first duly sworn, deposeth and saith that he saw the above named grantors, L.P.Hossley, Mrs.A.C.Hossley, Mike Wohner, & Ethel W.Herron whose names are subscribed thereto, sign and deliver the above instrument to said City; that he, this deponent, subscribed his name as a witness thereto in the presence of the said Grantors and that he saw the other subscribing witness sign the same in the presence of the said Grantors and in the presence of each other, on the day and year therein named.

Sworn to and subscribed before me, this 2, day of Nov., 1934.

(SEAL)

Robt. H. Powell, Notary Public

VW