

make such relocations, changes, renewals, substitutions, replacements and additions of or to the same within the limits of said twenty-five (25) foot strip from time to time; the right at all times to cut away and keep clear of said pipe line any and all vegetation that might endanger or injure the pipe line or its appurtenances, or interfere with their proper operation or maintenance; the right of ingress to and egress from said strip of land across the land referred to above for the purpose of exercising the rights herein granted; provided, that the failure of the grantee to exercise any of the rights herein granted shall not be construed as a waiver or abandonment of the right thereafter at any time and from time to time to exercise any or all of same.

2. It is agreed that the grantor may plant crops, maintain fences and use this strip of land; that the use of said strip of land by the grantor shall not 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 injure, endanger or render inaccessible the sewer pipe line or its appurtenances.

3. It is further agreed that in the event a building or other structure should be erected over said sewer pipe line or within said twenty-five (25) foot right of way, no claim for damages shall be made by the grantor, its successors or assigns, on account of any damage that might occur to such structure, building or contents thereof due to the operation or maintenance or negligence of operation or maintenance of said pipe line or its appurtenances, or any accident or mishap that might occur therein or thereto.