

granted; provided that the failure of the Power Company 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.

IT IS AGREED that the grantor may plant crops and maintain fences on said strip of land and may construct streets or roads across but not lengthwise of same, provided that such planting, fences, streets or roads, or any other use of said strip of land by grantor shall not, in the opinion of the Power Company interfere or conflict with the use of said strip of land by the Power Company for the purposes hereinabove mentioned.

The right of way and easements hereby granted shall be binding upon and shall inure to the parties hereto, their successors and assigns.

IN WITNESS WHEREOF, the said J. P. Stevens & Co., Inc. has caused this instrument to be executed by its duly authorized officials this the 26th day of July, 1951.

ATTEST:

*L E Batten*

Assistant Secretary

J. P. STEVENS & CO., INC.

By *[Signature]*  
Vice President

In the presence of:

*Ruby Cates*

*Thomas E. Embardt*