

WHEREAS, Metro-Atlantic desires to obtain from Pennell & Harley the right and privilege of emptying said waste water containing chemicals into a ditch which crosses the property which Metro-Atlantic proposes to buy and also crosses a portion of the property of Pennell & Harley until it reaches a branch;

NOW, THEREFORE, In consideration of the premises and the mutual covenants and conditions hereinafter contained, it is mutually agreed as follows:

(1) That if Metro-Atlantic purchases said tract of land from S. R. Sloan at any time within one year from the date of this agreement, Pennell & Harley does hereby grant unto Metro-Atlantic the right and privilege of emptying its wash-down water containing chemicals into the ditch which leads from the property proposed to be purchased across property of Pennell & Harley to its emptying point on a branch and to have the same flow through said ditch and branch within the borders of the property of Pennell & Harley.

(2) It is understood and agreed that if requested by Pennell & Harley in writing, Metro-Atlantic will install in the ditch hereinabove referred to a pipe of sufficient size to carry said waste emptied by Metro-Atlantic in said ditch.

(3) When said waste reaches the headwaters of the branch on the property of Pennell & Harley, it shall be permitted to flow down the meanders thereof without being encased in any pipe or other covering.

(4) It is understood and agreed that neither the waste itself which Metro-Atlantic discharges into said ditch or pipe nor the method by which the same is so discharged shall constitute a nuisance, or damage to the property of Pennell & Harley, Incorporated.

(5) It is further understood and agreed that the chemicals or contents of said waste water will not be such as to damage or corrode or eat away concrete or <sup>be</sup> harmful to plant and animal life and specifically that it will not damage or destroy vegetation or plant life growing on the property of Pennell & Harley.

(Continued on next page)