

3. It is agreed: That the Grantors may plant crops, maintain fences and use this strip of land, provided: That no use shall be made of said strip of land that would, in the opinion of the Grantee, injure, endanger or render inaccessible the sewer pipe lines or their appurtenances.

4. It is further agreed: That during the initial period of construction of the sewer line that the right of way shall be 50 feet in width, extending 25 feet on each side of the center line as aforesaid. Upon completion of construction, the right of way shall reduce to 25 feet in width as set forth in paragraph No. 1 above.

5. That it is agreed by the Grantee herein that in the event the grantors desire to run an irrigation ditch or ditches over or under the said sewerage line, they may do so and the grantee shall, if necessary and at its expense, replace the present vitrified clay pipes at that point or points with supported cast iron pipe capable of permitting such use under acceptable engineering practices and enabling the grantors to have reasonable use of the water from the adjoining stream.

6. It is further agreed by the grantee herein that the grantee, at its expense, shall pay the tap-on fee for such taps into the line as requested by the grantors commensurate with a reasonable use and benefit of the property of the grantors and so long as the present grantors own the land.

7. The payment and privileges above specified are hereby accepted in full settlement of all claims and damages of whatever nature for said right of way.

The expression or designation "Grantor" wherever used herein shall be understood to include the Mortgagee, if any there be.

IN WITNESS WHEREOF, the Hand and Seal of the Grantor herein has hereunto been set this 12<sup>th</sup> day of MARCH, 1962, A. D.