

their 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. No building shall be erected over said sewer pipe line nor so close thereto within said right of way as to impose any load thereon; and in no event shall any structure be erected within said right of way without the written consent of the Grantee.

3. It is Agreed: That the Grantors may plant crops, maintain fences and use this strip of land, provided: That crops shall not be planted over any sewer pipes where the tops of the pipes are less than eighteen (18) inches under the surface of the ground; that the use of said strip of land by the Grantors shall not, in the opinion of the Grantee, 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, in the opinion of the Grantee, injure, endanger or render inaccessible the sewer pipe line or their appurtenances.

4. It is Further Agreed: That in the event a building or other structure should be erected within the right of way contiguous to said sewer pipe line, no claim for damages shall be made by the Grantors, their heirs, 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 negligences of operation or maintenance, of said pipe lines or their appurtenances, or any accident or mishap that might occur therein or thereto.

5. All other or special terms and conditions of this right of way are as follows:

In the event that the Grantors, or any of them, desire to raise the level of the premises upon which the right of way is located by filling the same, the Grantee, at its expense, will raise the manholes located on the premises of the Grantors so that the tops thereof shall be at or above the new grade of the Grantors' premises as filled.

6. 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.

7. The Grantors have granted, bargained, sold and released and by these presents do grant, bargain, sell and release unto the Grantee, its successors and assigns forever, the property described herein, and the Grantors further do hereby bind their heirs, successors, executors and administrators to warrant and defend all and singular said premises

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