

the rights herein granted; provided, however, 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 the same.

All other terms and conditions of this right of way are as follows:

(1) No building or permanent structure shall be erected over said sewer pipeline nor so close thereto as to impose any load thereon. In the event a building or other structure should be erected contiguous to said sewer pipeline, no claim for damages shall be made by the Grantor, his heirs 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 pipeline or their appurtenances, or any accident or mishap that might occur therein or thereto.

(2) The Grantor may plant crops, maintain fences, and use this strip of land, provided: that crops shall not be planted over any sewer line where the tops of the pipes are less than 18 inches under the surface of the ground; that the use of said strip of land by the Grantor 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 said strip of land that would, in the opinion of the Grantee, injure, endanger or render inaccessible the sewer pipelines or their appurtenances.

(3) The Grantee will not conduct any blasting by dynamite, or otherwise, in the construction of the sewer line. It is expressly understood and agreed, however, that in the event during the construction of the sewer line the Grantee should encounter physical characteristics on the land which would otherwise make blasting by dynamite feasible, the Grantee shall have the right to relocate the right of way herein granted so that the sewerage line can be constructed.

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