

Grantee hereby covenants and agrees:

(a) To promptly fill any trench, or ditch, made on the strip and to repair any, and all damage to any of Grantor's adjoining property;

(b) To repair any damage to fences, buildings or improvements located on said property, and to place them in the same condition as prior to the performance of work allowed pursuant to this easement; provided, however, Grantor shall not construct anything of a permanent nature on any portion of the land subject to this easement;

(c) To indemnify Grantor against any loss and damage which shall be caused by the exercise of the rights of ingress and egress or by any wrongful or negligent act or omission of its agents or employees in the course of their employment.

(d) To install a sewer line of adequate size to service Grantor's adjoining property assuming normal usage.

(e) To allow each Grantor, his/its heirs, successors or assigns, to tap into said sewer line at Grantor's expense and with written notice to Grantee.

Grantor reserves the right to use the strip of land for purposes which will not interfere with Grantee's full enjoyment of the rights hereby granted; provided that Grantor shall not erect or construct any building or other structure, or drill or operate any well, or construct any other obstruction on the strip herein conveyed.

The easement granted herein is for the purpose of allowing Grantee to construct a sewer line from Pelham Road to an existing manhole on the property of Reliance Electric Company and each Grantor, by the execution of this document, further grants to each of the other Grantors herein the same rights and uses of his/its property as granted to Grantee it being understood that each Grantor, its heirs, successors, or assigns, have the right to tap into the sewer line at its own expense but only along that portion of the sewer line on or adjacent to the Grantor's property.

To have and to hold said strip of land together with all privileges and appurtenances thereunto belonging for the use and purposes aforesaid, unto Grantee, his heirs, successors and assigns, forever.

And Grantor, for the Grantor, and for Grantor's heirs, executors, administrators, successors and assigns, covenants to and with Grantee, its successors and assigns, that Grantor is lawfully seized of the above described land in fee and has the right to convey the said rights and easements and will forever warrant and defend the title to the said easements herein granted against every person whomsoever lawfully claiming or to claim the same of any part thereof.

IN WITNESS WHEREOF, this instrument is executed on the date as shown above.

Signed, Sealed and Delivered in the presence of:

William J. Kavan
Karl E. Hill
Howard L. Taylor
Robert L. Woe
W. B. Hill
William J. Williams
Ray L. Casper
Ernest W. Fox

RELIANCE ELECTRIC COMPANY

By W. Kollens

BOILING SPRINGS FIRE DISTRICT

By Roger A. Stout
Lloyd D. Auten
(Lloyd D. Auten)

GRANTOR

PAVCO INDUSTRIES, INC.

By Robert H. Blount

GRANTEE

0.525

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