

The subject property is a portion of the property conveyed to the Grantor by deed of Mae B. Burns recorded on May 29, 1969, in Deed Book 868 at Page 647.

The sewer line rights-of-way described in Paragraphs 2 and 4 above shall be controlled by the following specific conditions, provisions, and reservations:

- (a) The right-of-way is to and does convey to the Grantee, its successors and assigns the following: The right and privilege of entering the aforesaid strip of land, and to construct, maintain and operate within the limits of same, pipe lines, manholes, and any other adjuncts deemed by the Grantee to be necessary for the purpose of conveying sanitary sewage and industrial wastes, and to make such relocations, changes, renewals, substitutions, replacements and additions of or to the same from time to time as said Grantee may deem desirable; the right at all times to cut away and keep clear of said pipe lines any and all vegetation that might, in the opinion of the Grantee, endanger or injure the pipe lines or 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 as to impose any load thereon.
- (b) It is Agreed: That the Grantor 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 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 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.
- (c) It is Further Agreed: That in the event a building or other structure should be erected contiguous to said sewer pipe line, no claim for damages shall be made by the Grantor, his successors or assigns, on account of any damage that might occur to such structure, buildings or contents thereof due to the operation or maintenance, or negligence of operation or maintenance, of said pipe lines or their appurtenances, or any accident or mishap that might occur therein or thereto.
- (d) Upon completion of any construction, repairs, and/or replacements as to any of such sewer line, Grantee shall restore the affected area to its original condition, as near as is practical.
- (e) Grantor, his heirs and assigns, shall have permission to connect into the sewer line; subject to payment of tap fees and inspection and approval of Grantee to assure compliance with applicable standards.
- (f) Grantee shall have the unqualified right to allow other property owners adjoining Becky Don Drive to connect into such sewer line without additional compensation to Grantor.

In connection with the water line and gas line right-of-way described in Paragraph 3 above, Grantee shall have the right to make repairs, replacements and relocations thereto within Becky Don Drive on the same basis and criteria