

substantial disruption in service. Lessee shall not remove or damage any trees on PATE HOMESTEAD TRACT B. <sup>with the</sup> No parking of motor vehicles by either party will be permitted on the <sup>the</sup> easement. <sup>the</sup> Improvements on the easement constructed and/or used by Lessee shall be maintained and kept in good repair at the sole expense of Lessee. <sup>the</sup> The crown of the street will be approximately the property line <sup>between</sup> PREMISES and PATE HOMESTEAD TRACT B. No surface drainage from PREMISES is to be directed onto PATE HOMESTEAD TRACT B. Any drainage and water flow problems shall be the responsibility of Lessee and shall be corrected by Lessee in such a manner as to produce no adverse effects upon Lessor's property. Lessee agrees to indemnify and hold Lessor harmless from and against any and all claims which might result or which might claim to result from use of the easement, street, road or driveway by the Lessee, Lessee's employees, or Lessee's business invitees or anyone claiming by, through or under Lessee.

3. Lessee grants to the Lessor, her heirs and assigns, a license to use a strip of land approximately 10 feet in width along the western boundary of PREMISES beginning at the intersection of Pelham Road and Roper Mountain Road and extending approximately 1,479.02 feet along the western boundary of PREMISES as shown on Exhibit "B", Drawing No. 6535, dated June 2, 1981, prepared by Freeland and Associates, Land Surveyors, attached hereto and made a part hereof. A legal description of the said strip of realty over which the license is hereby granted being also attached and made a part hereof as Exhibit "C" with the understanding that at the time that said same portion of PREMISES is deeded to Lessee, if ever, Lessor may reserve thereout and therefrom a non-exclusive easement to use the said strip both for herself and her heirs and assigns.

4. The Lessor, her heirs and assigns, shall have the right at Lessor's sole option, to reserve an easement to use all or any portion of the easement on PATE HOMESTEAD TRACT B described in Paragraph 2 hereof should there be a "put" of the same to Lessee in the future pursuant to the agreements heretofore made by the parties and/or further pursuant to Paragraph 5 of this agreement.

5. Notwithstanding any provisions contained in the Lease/Agreement pertaining to the minimum size of contiguous parcels that may be "put" to Lessee, any portion of the 0.84 acres more or less, contained in the easement referred to herein in Paragraph 2 may be "put" to Lessee by Lessor at a cost of \$40,000 per acre at any time. It being understood that the easement referred to herein shall not in any way diminish the acreage or amount of payments to be made to Lessor by Lessee in the event Lessee shall acquire PATE HOMESTEAD TRACT B or any portion thereof. From the time Lessor serves written notice upon Lessee of its election to force the said sale, the Lessee shall have one year from the time of receipt of such notice to arrange

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