

The easement 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, a drain pipe; the right of ingress 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 of abandonment of the right thereafter at any time and from time to time exercise any or all of same.

It is agreed that the Grantor may use this strip of land, provided; that the use, construction or maintenance of the structures on said land in no way damage, injure, endanger or interfere with the operation and maintenance of the drainage pipes or their appurtenances installed thereon.

It is further agreed that the Grantee shall restore the property to original condition as near as is possible and practical.

The payment and privileges above specified are hereby accepted in full settlement of all claims and damages of whatever nature of said easement.

In witness whereof, the Grantor affixes his hand and seal this 16th day of February, 1984.

IN THE PRESENCE OF:

Wayne Sindiga Ray Collins, Jr.
James J. Smith

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