

The Grantor shall not construct or permit to be constructed a building or structure on or over said right-of-way.

Grantee, by the acceptance and recording of this agreement, acknowledges (a) that whenever in the exercise of its rights hereunder Grantee shall construct, maintain or repair or cause the construction, maintenance or repair on or over, under or across any part of the easement granted hereunder, then upon the completion of any such construction, maintenance or repair, Grantee shall cause the property within the easement to be restored to the same physical condition as existed at the time of commencement of any such construction, maintenance or repair, including, without limitation, repaving of any disturbed paved surfaces, replacing curbs and gutters within the easement and removal of all trash and debris from the easement; (b) that Grantee shall at all times keep Bent Creek Drive and Sylvan Drive open to vehicular traffic, and shall construct, operate, and maintain the water line in such a manner so as to keep these streets open, and shall in no event allow the construction, operation or maintenance of the water line to close either Bent Creek Drive or Sylvan Drive, without the written permission of the Grantor, and the easement granted herein shall give the Grantee no right to obstruct traffic on either Bent Creek Drive or Sylvan Drive except as necessary during the period of construction and/or maintenance, and the Grantee agrees to use its best efforts to minimize obstruction during such periods; and (c) that Grantee, its successors and assigns, will indemnify and hold harmless the Grantor from any and all claims for liability and/or damages that arise in connection with the installation, maintenance and repair of said water line or which may be caused and/or occasioned by the operation of same.

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