

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.

3. 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 purpose 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.

4. 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 that might occur to such structure, building or contents thereof due to the operation or maintenance, or negligences of operation or maintenance, of said pipe lines or their appurtenances, or any accident or mishap that might occur therein or thereto.

5. All other or special terms and conditions of the right-of-way are as follows:

- (a) This right-of-way to be conveyed to Metropolitan Sewer Subdistrict upon completion and acceptance thereof according to plans and specifications prepared by Dalton & Neves, Engineers.
- (b) Grantor to have access to sewer line to be constructed.
- (c) Any drainage or filtration water will be allowed to drain over the property of the Grantor to existing creek.

6. The payment and privileges above specified are hereby accepted in full settlement of all claims and damages of whatever nature for said right-of-way.

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