

pipe line for about 600 feet along said Highway # 250 to his property.

(3) That said James C. Gregory, his heirs and assigns, shall have the right to make only one (1) one inch tap on said two inch water pipe line, and the right to make additional three-quarter inch taps on said pipe line only with the consent of J. A. Traynham, his heirs and assigns, at a price to be agreed upon at the time and the amount so received shall be divided equally between the parties hereto.

(4) That other than the taps permitted or to be permitted to said James C. Gregory on the aforesaid pipe line, it is agreed that neither of the parties hereto shall permit any other taps to be made on the above described two inch water pipe line without the consent of the other party hereto. In the event the parties hereto should agree for additional taps to be made on said two inch water pipe line, then the charge therefor shall first be mutually agreed upon and any amount received for such tap or taps on said two inch water pipe line shall be equally divided between said J. A. Traynham and James C. Gregory.

(5) That said J. A. Traynham and James C. Gregory further agree to share any and all expenses of maintenance and repairs necessary to said pipe line so installed.

To the faithful performance of these covenants the parties hereto bind themselves, their heirs, executors, administrators and assigns.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 3rd day of March, 1954.

IN THE PRESENCE OF:

Wilma R. Moody
William H. Bate

J. A. Traynham (IS)
James C. Gregory (S)