

with their proper operation and/or maintenance; the right of ingress to 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 Grantees to exercise any of the rights herein granted 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 the same. No building or a structure of any kind shall be erected over said sewer pipe line nor shall the same be erected 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, in the opinion of the Grantees, shall not interfere or conflict with the use of said strip of land by the Grantees for the purposes herein mentioned, and that no use shall be made of the said strip of land that would, in the opinion of the Grantees, injure, endanger or render inaccessible the sewer pipe lines or their appurtenances.

4. The Grantor shall have the right to tie onto the sewer line at any manhole or shall have the right to construct a new manhole to the line for the purpose of tying in where one does not exist in a convenient place. All tie-ins, tap-ons and construction shall be to the standard specifications and requirements of either Western Carolina or Parker, as the case may be, and all costs of construction and plumbing be borne by the landowner. No charge shall be made to the landowner by either of the Grantees for such tap-ons.

5. The payment made by the Grantees to the Grantor of the rights granted the Grantor by the Grantees 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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