

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00), the receipt and sufficiency of which is hereby acknowledged, and other good and valuable consideration, the parties hereby agree as follows:

Section 1. Conveyance of Right-of-Way. Grantor hereby grants, bargains, sells and conveys unto Grantee and Lessee a limited, non-exclusive right-of-way over and across the Premises for the sole and limited purpose of access, ingress and egress to and from the Property. Grantee and Lessee agree that no vehicle of more than three (3) axles or of weight exceeding 80,000 pounds shall use or travel over the Premises.

Section 2. Repair and Maintenance. During the term of this Agreement, Grantor agrees to keep the Premises in good condition and repair, ordinary wear and tear excepted, and Grantee and Lessee agree to pay Grantor by no later than January 30 of each year during the term of this Agreement the sum of Two Hundred Dollars (\$200.00) to be used by Grantor in repairing and maintaining the Premises; provided, however, in the event this Agreement is terminated, Grantor shall refund to Grantee the unused portion of said annual repair and maintenance fee.

Section 3. Right of Grantor to Terminate. Grantor shall have the sole and exclusive right to terminate this Agreement and all the rights, interests, obligations and responsibilities of Grantor, Grantee and Lessee hereunder upon giving Grantee sixty

1195
742

4325-1723