operate such plant and lift station in such a manner that the effluent, industrial waste, and sewage of R. H. Yeargin and Aramont Properties, Inc. will be received and properly processed;

- that a separate water and sewer district or a separate sewer district is established and it is advantageous for Pleasantburg Sewer Company, Inc. to sell or transfer its facilities, including the lift station to said district, the Pleasantburg Sewer Company, Inc. may do so subject, however, to the express terms and conditions of this Agreement and upon furnishing satisfactory proof to R. H. Yeargin and Aramont Properties, Inc. that said district can and will handle the industrial waste, effluent, etc., upon the same terms and conditions as set forth in this Agreement;
- 6. In the event of the establishment of a water and sewer district, and it is mutually advantageous to the parties, this Agreement may be cancelled at the mutual agreement of the parties hereto.

In order that the respective parties may perform the Agreement set forth above:

(a) I, Robert H. Yeargin, in consideration of the sum of \$1.00 to me in hand paid, and the mutual covenants contained herein, do hereby grant, bargain, sell and release unto Aramont Properties, Inc., its successors, heirs and assigns, a right-of-way for the construction, maintenance and operation of a sewer line from the property owned by Aramont Properties, Inc. This