

to maintain and operate the Sewer Line within the limits of the Right-of-Way and to make within the Right-of-Way such relocations, changes, renewals, substitutions, replacements and additions of or to the Sewer Line from time to time as said Grantee may deem desirable, provided Grantee restores the Right-of-Way to a condition acceptable to Grantor; the right at all times to cut away and keep clear of said Sewer Line any and all vegetation that might, in the opinion of the Grantee, endanger or injure the Sewer Line, or interfere with its proper operation or maintenance; the right of ingress to and egress from the Right-of-Way for the purpose of exercising the rights herein granted; provided that the failure of the Grantee 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 of the same. No building shall be erected over the Sewer Line or in the permanent Right-of-Way nor so close thereto as to impose any load thereon.

It is Agreed: That the Grantor may plant crops, maintain fences and use the Right-of-Way 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 the Right-of-Way by the Grantor shall not, in the opinion of the Grantee, interfere or conflict with the use of the Right-of-Way by the Grantee for the purposes herein mentioned, and that no use shall be made of the Right-of-Way that would, in the opinion of the Grantee, injure, endanger or render inaccessible the Sewer Line.

The payment and privileges and agreements above specified are hereby accepted in full consideration for the grant of the Sewer Line and Right-of-Way.

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