wastes, and to make such relocations, changes, renewals, substitutions,

replacements and additions of or to the same from time to time as said

grantee may deem desirable; the right at all times to cut away and keep

clear of said pipe lines any and all vegetation that might, in the opinion of

the grantee, endanger or injure the pipe lines or their appurtenances, or

interfere with their proper operation 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 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 same. No building shall be

erected over said sewer pipe line nor 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 shall not, in the opinion of the grantee, interfere or conflict

with the use of said strip of land by the grantee 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 grantee, injure, endanger or render inaccessible the

sewer pipe line or their appurtenances.

4. It Is Further Agreed: That in the event a building or other struc-

ture should be erected contiguous to said sewer pipe line, no claim for

damages shall be made by the grantor, her heirs or assigns, on account of

any damage that might occur to such structure, building or contents thereof

due to the operation or maintenance, or negligences of operation or main-

tenance, of said pipe lines or their appurtenances, or any accident or

mishap that might occur therein or thereto.