

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 Grantors 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 Grantors shall not, in the opinion of the Grantee, interfere or conflict with the use of said strip of land that would, in the opinion of the Grantee, injure, endanger or render inaccessible the sewer pipe lines or their appurtenances.

4. It is Further Agreed: That in the event a building or other structure should be erected contiguous to said sewer pipe line, no claim for damages shall be made by the Grantors, their 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 maintenance of said pipe lines or their appurtenances, or any accident or mishap that might occur therein or thereto.

5. All other or special terms and conditions of this right of way are as follows: The right of way herein granted covers that portion of Grantors' land within a distance of 20 feet on either side of sewer line during construction, and thereafter, within a distance of  $12\frac{1}{2}$  feet on either side of the sewer line.

6. The payment and privileges above specified are hereby