

Said property is hereby conveyed subject to the following conditions and restrictions upon the use thereof, to-wit:

(1) It shall not be used for any purpose, nor any activity carried upon same, which will depreciate the value of the surrounding property of the Grantors for either residential, commercial or industrial use; provided, however, it may be used for a lagoon and sewage disposal plant if so operated as not to emit or give off any offensive odor and if the entire tract, exclusive of the right-of-way, is enclosed by a substantial fence preventing entry thereon, and there is erected or otherwise provided around said tract a screen of sufficient height and density to conceal, from the view of the immediate surrounding neighborhood, the lagoon and all machinery and equipment used in connection with it and the disposal plant; provided further, if so used, that if any of the foregoing conditions are breached, said property shall cease to be used for such purposes, which prohibition is in addition to the rights hereinafter set forth.

(2) That said fence and screen shall be maintained by the Grantee, and its successors in title to the property hereby conveyed, in good, efficient and tight condition and proper repair and neat appearance at all times during the use of the property for a lagoon and sewage disposal plant.

(3) That the Grantors, their heirs and assigns, or any person, firm or corporation hereafter owning or occupying any portion of the large contiguous tract from which the tract hereby conveyed is carved, and this day owned by Grantors and Pearle R. Daniel, may connect with, tap on, or connect to any sewer lines laid or constructed by the Grantee to furnish sewerage disposal for any portion of said retained land of Grantors through any lagoon or sewerage plant erected upon the property hereby conveyed, with the same charges as made to outside of the city users; however, it is specifically understood that the Town shall not have the right to refuse service as they do to out of the city users, and if no adequate line has been laid that all such persons, firms, or corporations may connect direct to such lagoon or sewerage plant, under such reasonable and proper requirements as may be necessary for correct operation by such direct connection via lines laid by such persons. This right shall not apply if substance to be placed in sewer facilities is detrimental or damaging to same such as some chemicals and other matters.

(4) That the Grantors, their heirs and assigns, or any person, firm or corporation hereafter owning or occupying any portion of the large contiguous tract from which the tract hereby conveyed is carved, and this day owned by the Grantors and Pearle R. Daniel, may enjoin breach of these conditions and restrictions or otherwise compel compliance therewith without liability for damages, or bring action for such damages as they or any of them may have sustained by reason of any breach of said conditions and restrictions.

Grantors further agree that during construction of any lagoon or sewerage plant by Grantee, it may place surplus dirt on the one and one-half acres as shown on the above referred to plat as "Excess Dirt Area - 1.5 acres", provided Grantee levels this dirt after placing same on said area. Title to this 1.5 acre area is not hereby conveyed and permission to use same for excess dirt deposit shall terminate one (1) year from date hereof.

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