

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 exercise any or all of same.

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 top 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.

IT IS UNDERSTOOD AND AGREED BETWEEN THE PARTIES HERETO that the sewer pipes to be constructed in the right-of-way herein granted will be of cast iron material and will be laid deep enough to provide sufficient coverage to permit the construction of a building over or upon said right-of-way. The grantor herein reserves the right to construct a building or buildings over or upon said right-of-way and it is agreed that such reservation is a part of the consideration for this right-of-way, said right being reserved to the grantor, his heirs or assigns, forever. The right is granted to the grantor, his heirs and assigns, the privilege of tapping on to said lines subject only to the rules and regulations of the Parker Water and Sewer District.

The grantee agrees to place the ground covered by the right-of-way in as good condition after construction as it was prior to construction at grantee's expense.

This Agreement is made pursuant to approval by the Lessee of the grantor, namely, W. D. Westmoreland, said Lessee