

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 the same. No building shall be erected over said sewer pipe line nor so close thereto as to impose any load thereon.

2. It is agreed: That the Grantor may plant crops, maintain fences, pave and use for a driveway to and from adjacent properties and otherwise 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.

3. The payment and privileges above specified are hereby accepted in full settlement of all claims and damages of whatever nature for said right of way.

IN WITNESS WHEREOF, the hand and seal of the Grantor herein and of the owner of the easement referred to above have hereunto been set this 2nd day of October, 1978.

WITNESSES:

Harvey H. Sanders
Virginia J. Nalley

Harvey H. Sanders
Virginia J. Nalley

WAFFLE HOUSE, INC. (SEAL)

By: [Signature]
GRANTOR

CENTRAL DEVELOPMENT CORPORATION (SEAL)

By: A. Dudley Kni - Pres.
And: [Signature] Sec.-Treas.
EASEMENT OWNER

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