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In consideration of the grant herein made, the grantee agrees that it shall, at all times, keep the property encumbered by the within easement, free and clear of rubbish and debris, and further, that it will be fully responsible for the maintenance and upkeep of the land lying within the easement as herein granted, and shall maintain all plantings within the easements in a neat and attractive manner. Grantee further agrees that if the plantings within the easement or those allowed to extend into the easement are not maintained in a neat and attractive manner or are allowed to become ^{affixed to} ~~the grantor's~~ building, grantor, in those events, shall have the right but not the duty to perform maintenance work within the easement and on plantings within the easement or those that extend into the easement.

TO HAVE AND TO HOLD all and singular the before mentioned easement unto the grantee, its successors and assigns forever. The grantor does hereby bind itself, its successors and assigns to warrant and forever defend all and singular the said premises unto the grantee above named for the purposes herein set forth.

IN WITNESS WHEREOF, the grantor has caused its corporate seal to be affixed hereto and these presents to be subscribed by its duly authorized officers, this 26th day of October, 1979.

In the Presence of:
R. David Macey
Kara J. Alexander

C. B. POOLE, INC.
By: J. J. Wray
Its: President

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