

to and egress from said 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.

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 grantee for the purposes herein mentioned, and that no use shall be made 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 over sewer pipe lines or contiguous thereto, no claim for damages shall be made by the grantor, her heirs or assigns, on account of due to the operation or maintenance, or negligence of operation or maintenance, of said pipe lines or their appurtenances, or any accident or mishap that might occur therein or thereto.

5. It Is Further Agreed: That during the initial period of construction of the sewer line that the right of way shall be 50 feet in width, extending 25 feet on each side of the center line as aforesaid. Upon completion of construction, the right of way shall reduce to 25 feet in width as set forth in paragraph No. 1 above.

6. 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.