said sewer pipe line nor within the 25 foot right of way without first procuring the consent of the grantee and if such consent be given by the grantee it may be limited by such conditions as the grantee might impose.

- 3. It Is Agreed: That the grantor may use this strip of land for parking and beautification provided 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.
- 4. It Is Further Agreed: That the Grantee will be responsible for any and all damage done to the property of the grantor and the improvements thereon from any cause resulting from the construction of the sewer pipe line and future use of the easement without regard to the question of negligence, excepting only the normal damage done in excavating, laying the line and servicing the same and, as to the latter, the grantee shall take steps to reasonably restore the property on the right of way to its former condition.
- 5. The grantee agrees to place, shape and roll a four inch thick base of gravel in that portion of the parking area disturbed by excavation and ingress and egress of equipment used in connection with the laying of the sewer pipe line.
- 6. It Is Agreed and Understood that during construction of the pipe line equipment of the grantee not in use will not be parked on the property of the grantor.

IN WITNESS WHEREOF the hand and seal of the grantor herein has hereunto been set this <u>26th</u> day of <u>November</u>,

STONE LAKE COMMUNITY CLUB, INC.

By: T.M. Atakan, P(SEAL)

(SEAL)

Signed, Sealed and Delivered in the presence of:

1 4 / 0

Farman P Smich