

Davis and Floyd Engineers, Inc., said plat being attached as Exhibit B, which exhibit is by reference incorporated herein.

This Easement is granted as a commercial easement appurtenant to the property of Grantee, its successors and assigns, making the Grantors' property the servient estate with the property of Grantee the dominant estate; said easement shall be perpetual and run with the land.

Grantors shall have no right to appropriate, take away or otherwise remove any water(s) which are or may be impounded by Grantee; Grantors shall have no right to dump or dispose of any material or waste in said water(s).

Grantee shall have the right of ingress, egress and entrance upon the land of Grantors described in Exhibit A for the purposes of constructing, maintaining or inspecting the waterfront of any water(s) which may be impounded, provided such entry shall not unreasonably damage Grantors' property; any damage which may occur shall be repaired within a reasonable time.

Grantee shall have the right to remove from the area of the Easement all trees, vegetation or other matter and to make all necessary dirt fills incident to or in connection with the impoundment or inundation.

The water(s) which are or may be impounded by Grantee shall not be used by Grantee for dumping, disposing or otherwise dispensing with any waste or other unwanted by-products produced in connection with the operation of Grantee's quarry.

Grantors shall have the right to use for any purpose (except disposal of waste as provided herein) any water(s) on Grantors' property which are or may be impounded by Grantee. Further, Grantee does hereby grant to Grantors a revocable license and permit to enter on and use for bathing, boating (but not with any power motors) or fishing purposes, any other waters (not on Grantors' property) which are or may be impounded by Grantee; provided, however, that such license and permit shall be exercised reasonably and with due regard for the rights of others who may be

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