

3 to 1 at any point on the May property. Said easement shall not exceed 20 feet in width at any point along the entire length of the northwestern boundary of the May property, estimated to be 162.1 feet. Nothing contained herein shall relieve Tritor, USA, Inc. of whatever obligation it may now have for lateral support of said slope, and by granting this easement John H. May, III assumes no obligation for maintaining or repairing any portion of the slope. Tritor, USA, Inc. shall have the sole responsibility and obligation of maintaining and repairing such cut and fill slopes.

2. The parties hereto acknowledge that an underground sewerage line has been constructed across the northwestern portion of the May property. Said sewerage line as presently constructed continues across the adjacent property of Tritor, USA, Inc. to a manhole located on the latter tract. The parties acknowledge that one of the purposes of the construction of said line was to make available to the May tract a connection into a sewage disposal system which eventually leads to a trunk sewer line north of the properties described herein. This provision is in no way to be construed as a consent of John H. May, III to allow any other adjoining property owners to tie onto and use said sewer line running across his property. The approximate location of all lines described above is shown on a plat prepared by Piedmont Surveyors entitled "Vaughns at East North," dated June 20, 1977. Tritor, USA, Inc. hereby grants to John H. May, III, his heirs and assigns forever, the right, privilege and easement to utilize that portion of said line which traverses the property of Tritor, USA, Inc. for normal sewage disposal purposes, including the right to repair said line as may be necessary for such purposes, said easement to be no greater than five feet in width on each side of the aforesaid sewer line, or a total of ten feet in width. Tritor shall have no obligation to maintain or repair said line.

*JHM* 3. The easements granted hereunder shall be deemed to be appurtenant to and shall run with the land, and shall be

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