

Grantor reserves the right to the full use and enjoyment of and may continue to use the Permanent Easement for all lawful purposes that do not interfere with the rights conveyed to Grantee herein; provided that Grantor shall not create or maintain any lake, pond, berm, reservoir or water impoundment, cultivate any trees, engage in excavation or construct or permit to be constructed any building, structure or other improvement or obstruction on, over, under, above, across, within or through the Permanent Easement, without the express written consent of Grantee.

Grantor shall be permitted to cross the Permanent Easement for purposes of constructing ingress and egress and standard utility crossings, provided that Grantor and Grantee shall first mutually agree upon the design, location and construction methods for such crossings in accordance with the terms and conditions of that certain Agreement Regarding Grant of Easement by and between Grantor and Grantee (the "Agreement"). Grantee's consent to such crossings shall not be unreasonably withheld.

This Grant of Easement shall include, and Grantee shall have, all other rights and benefits necessary or convenient for the full enjoyment of the use of the rights herein granted, including but not limited to: the rights to remove, clear and to keep clear, at any time in Grantee's sole and absolute discretion and with no additional compensation to Grantor, all buildings, walls or similar structures, above or below ground swimming pool, decks, pipelines and conduits, septic systems, leach fields, wells, rocks, trees, brush, limbs and any other structures or obstructions in or on the Permanent Easement which might interfere with the use of the Permanent Easement or the free and full right of ingress and egress; and to do any other lawful activities which are incidental to or helpful for the intended uses of the Permanent Easement set forth above.

Grantor shall not change the grade of, excavate, fill or flood the Permanent Easement, or interfere with the Grantee's vegetative maintenance activities to the extent deemed necessary by Grantee.

The failure of Grantee to exercise any rights herein conveyed in any single instance shall not be considered a waiver of such rights and shall not bar Grantee from exercising any such rights in the future, or if necessary, seeking an appropriate remedy in conjunction with such rights. In the event that the use of Grantee's natural gas pipeline shall not be maintained for the purposes herein granted for a period of three (3) consecutive calendar years, then upon receipt of a non-appealable abandonment order from the Federal Energy Regulatory Commission ("FERC"), Grantee shall have no further rights with respect to the pipeline in the