

(60) days prior written notice. Grantee and Lessee recognize and agree that following such termination, Grantor shall have the right to make any use of the Premises as Grantor deems appropriate, including, but not limited to, the right to construct buildings and other improvements on the Premises.

Section 4. Waiver of Claim and Indemnification. Grantee and Lessee agree that their use of the Premises shall be at their risk, and that Grantor shall not be liable for any loss or damage to any property of Grantee and/or Lessee or for any injury to any employee, servant, independent contractor or agent of Grantee and/or Lessee, except for loss, damage or injury caused by the negligence of Grantor, its officers, agents, independent contractors, employees and servants. Grantee and Lessee further agree jointly and severally to hold harmless and to indemnify Grantor from and against any and all claims, liabilities, damages, expenses and costs (including, but not limited to, reasonable attorneys' fees) for injuries to persons or damage to or loss of property arising from occurrences on or about the Premises caused in whole or in part by the act, omission or negligence of Grantee and/or Lessee or any of their agents, contractors, employees or servants.

Section 5. Binding Effect. This right-of-way shall run with the land unless terminated as provided herein and shall be binding upon and inure to the benefit of the parties hereto, and their respective heirs, successors and assigns.