

2. The Grantors shall have the right to cultivate and use the permanent right-of-way strip of land, provided such use thereof will not interfere with the proper maintenance and/or free access to the pipeline to be installed under this agreement. No building, septic tank, underground tank, burial ground or any structure shall be placed on the permanent right-of-way. Existing fences will be restored after construction, including gates to permit Grantee access. Future fences are permissible, subject to written approval by the Grantee, and the Grantors shall provide an approved gate or gates for the Grantee's access. No other use of the permanent right-of-way shall be permitted without prior written consent of the Grantee.

3. Grantors grant the Grantee the right of ingress to and egress from said right-of-way strip over and across other lands of the Grantors by means of existing roads and lanes thereon, adjacent thereto, or crossing said strip. Grantee will repair any actual damage it may do to Grantors' private roads or lanes and will reimburse Grantors for any actual damage not repaired which is caused by the exercise of the right of ingress and egress.

4. The failure of the Grantee to exercise any of the rights herein granted at any time or from time to time shall not be construed as a waiver or abandonment of such rights.

5. The payment above specified covers compensation for the full right-of-way and easement, and also covers all claims for damages along said right-of-way resulting from construction of pipeline to be laid.

6. In case of future damages to property outside of the right-of-way resulting directly from an accident on the pipeline, the Grantee shall, at its sole option, either restore the property to its approximate original condition or shall pay the actual damages resulting directly therefrom.

Together with all and singular the rights, members, hereditaments and appurtenances to said premises belonging or in anywise incident or appertaining; to have and to hold all and singular the premises before-mentioned unto the Grantee and the Grantee's successors and assigns, forever. And, the Grantors do hereby bind the Grantors and the Grantors' heirs or assigns, executors and administrators to warrant and forever defend all and singular said premises unto the Grantee and the Grantee's successors and assigns against the Grantors and the Grantors' heirs or successors and against every person whomsoever lawfully claiming or to claim the same or any part thereof.

WITNESS the Grantors' hands and seals this 12th day of November, 1979.

SIGNED, sealed and delivered in the presence of:

Cynthia P. Wright  
S. Maurice Sherman  
Cynthia P. Wright  
S. Maurice Sherman

James D. Rushton  
JAMES D. RUSHTON  
Judith E. Rushton  
JUDITH E. RUSHTON

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