

adjoining lands of Grantors shall be exercised only during periods of actual construction or maintenance of the Facilities, and shall not be construed to allow Grantee to erect any Facilities of a permanent nature on such adjoining land. All damages to any such adjoining lands of Grantors caused by use of the easements by Grantee pursuant to this provision shall be repaired by Grantee at its expense, and restored as nearly as possible to their original condition.

E. Grantors may use the easements for any purpose not inconsistent with the rights hereby granted, provided such use does not interfere with the safe and efficient construction, operation, or maintenance of the Facilities, and further provided that such use is not inconsistent with any laws, ordinances, or codes pertaining to the construction, operation, or maintenance of the Facilities.

F. Grantors covenant that they have the right to convey the easements. The easements and other rights granted herein are and shall be subject to any and all easements, covenants, restrictions, and conditions of record affecting the property.

G. The easements and covenants set forth in this deed shall run with the land and shall be binding on Grantors and Grantee, their heirs, successors and assigns. The Temporary Construction Easement shall automatically terminate upon conclusion of construction activities.

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