

appliances of any other company or person to the Electrical Facilities for electrical or communication purposes (not to include cell phone towers); the right to assign this Easement Agreement (this "Agreement") in whole or in part in accordance with the further terms and conditions of this Agreement; the right at all times to enter upon the Easement Area for the purpose of inspecting the Electrical Facilities and/or making repairs, renewals, alterations and extensions thereon, thereunder, thereto, or therefrom; the right to cut, trim, remove, clear and keep clear of said overhead or underground Electrical Facilities, all trees and other obstructions that may, in the reasonable good faith judgment of the Company and consistent with good utility practices, now or hereafter in any way interfere or be likely to interfere with the proper maintenance and operation of said overhead or underground Electrical Facilities, provided, however, that prior to the initial installation of the Electrical Facilities, the Owners shall have the right and option (i) to remove and sell all such trees and to retain the proceeds of such sale(s), or (ii) to permit the Company to remove and sell all such trees and to retain the proceeds of such sale(s), and clean up the residue left after such tree cutting and removal operations have been completed by removing same from the Property in a timely and good and workmanlike manner; the right of ingress and egress over the Property to and from the Easement Area in temporary emergency conditions only, with normal access to be along the access route ("Access Route") shown on Exhibit "A" attached hereto; and the right to install and maintain, within the Easement Area, electrical and communication lines and facilities to existing and future structure(s) under the terms and conditions provided for herein.

The Owners do not convey any land, but merely grant the rights, privileges, and easements hereinbefore set out. Owners hereby specifically reserve to Owners and their successors and assigns, the full, free and perpetual right and privilege, in common with the Company, to use the Easement Area for pedestrian, vehicular and animal traffic, and for any and all other purposes desired by Owner, but only to the extent not inconsistent with the rights, privileges and easements hereby granted, provided such use shall not injure, or interfere with the proper operation, maintenance, repair, or extensions or additions to, the Electrical Facilities.

III. RIGHTS AND OBLIGATIONS OF THE COMPANY AND THE OWNERS

1. Repairs, etc.

(a) All repairs to and/or replacements of the Electrical Facilities which are necessary or required in the Company's sole discretion and consistent with good utility practices during the term of this Agreement shall be made by the Company in a timely and good and workmanlike manner and at the Company's sole cost and expense, including labor and material; provided, however, that if any such repairs to and/or replacements of the Electrical Facilities shall be necessitated or required by or attributable to the sole negligence or intentional misconduct or other legal fault of Owners or Owners' duly authorized agents, servants, employees, and/or representatives (including contractors), then said repairs to and/or replacements of the Electrical Facilities shall be made by the Company in a timely and good and workmanlike manner and at the sole cost and expense of the Owners, including labor and materials, but only to the extent that such repairs and/or replacements are necessitated or required by or attributable to the sole negligence or willful misconduct or other legal fault of the Owners or the Owners' duly authorized agents, servants, employees, and/or representatives (including contractors).

(b) All repairs to and/or replacements of the Electrical Facilities shall inure to the benefit of the Company only and shall be and become the sole property of the Company without further or other cost to the Company except as otherwise expressly provided in this Agreement.

2. **Minimal Impacts.** The Company agrees to not unreasonably interfere with the use of Property by the Owners or any of the Owners' tenants, invitees or guests, subject to the interference inherent in connection with the construction, operation and maintenance of the Electrical Facilities. The Company will use commercially reasonable efforts consistent with good utility practices during the construction or maintenance of the Electrical Facilities to (i) minimize any interruption of the business operation on the Property and (ii) keep the driveways on the Property open to vehicles and pedestrian access. If the Property is fenced, all access roads to the Easement Area shall be gated by Owners at Owners' sole cost and expense, including labor and material, and at all times the Company shall be furnished with keys or other ability to open and close such gates.

3. **Requirements of Governmental Agencies.** The Company, at its sole cost and expense, shall comply in all material respects with valid laws, ordinances, statutes, orders, and regulations of any governmental agency or entity to the extent the same are applicable to the Company, Property, the Easement Area, the Electrical Facilities, all of the easements granted by Owners to the Company described herein, and the Company's possession,