

hereof, the Company further agrees to return the Property (other than the Easement Area) which the Company has the right to use under this Agreement, if any, and the Easement Area to Owners at the expiration or sooner termination and/or cancellation of this Agreement in as good order, repair, and condition as when first received, normal wear and tear excepted and exclusive of any trees and/or other obstructions removed pursuant to the terms of this Agreement. The Company further agrees to turn over the Property (other than the Easement Area) which the Company has the right to use under this Agreement, if any, and the Easement Area at the expiration or sooner termination and/or cancellation of this Agreement free of all liens and/or claims of lien of every kind and nature whatsoever arising out of the Company's activities on or possession or use or occupancy or operation on the Property (other than the Easement Area) which the Company has the right to use under this Agreement, if any, and the Easement Area.

8. **Entering of Property.** The Company shall permit Owners, Owners' duly authorized agents, servants, employees, and representatives (including contractors), to enter upon and into the Easement Area at all reasonable times upon reasonable advance notice for the purpose of ascertaining whether or not the Company has complied or is complying with the terms and conditions of this Agreement, and/or for the purpose of making repairs to and/or replacements and/or maintenance of any portion or portions of the Property and/or the Easement Area (exclusive of the Electrical Facilities) which Owners have agreed hereunder to make, and/or for any other purpose or purposes for which this Agreement authorizes such entry by Owners.

9. **Use of Property.** The Property and the Easement Area shall be used solely for the purposes set forth herein, and for no other purposes. The Property and/or the Easement Area shall not be used for any illegal purposes, nor in violation of any applicable law or regulation of any governmental body or agency, nor in any manner to create any nuisance (other than the interference inherent in connection with the construction, operation and maintenance of the Electrical Facilities) or trespass, nor in any manner to vitiate the insurance or increase the rate of insurance on the Property and/or the Easement Area established for the use herein specified.

10. **Reservation of Rights.** Owners reserve reasonable rights of ingress and egress over and across the Easement Area in order to go to and from Owner's other land; provided, however, all such ingress and egress activities shall be conducted at a distance greater than twenty-five feet (25') from any Electrical Facilities and any of the Owners' vehicles or equipment crossing the Easement Area shall be less than fifteen (15) feet in height, unless otherwise approved in advance by the Company. Owners hereby agree and covenant not to use and will prohibit agents, employees and contractors of Owners from using any tools, equipment or machinery within ten feet (10') of Company's electrical conductors. Owners agree to warn all persons whom Owners know or should reasonably anticipate may resort to the vicinity of such conductors of the fact that such conductors are (a) electrical conductors, (b) energized, (c) uninsulated, and (d) dangerous. Owners agree to comply with Official Code of Georgia § 46-3-30, et. seq. (High Voltage Safety Act), and any and all rules and regulations of the State of Georgia promulgated in connection therewith, all as now enacted or hereinafter amended, and further agrees to require any contractor(s) that may be employed by Owners to cross the Easement Area in compliance with such code sections and regulations. Owners shall not place or store, nor permit to be placed or stored, any Hazardous Substances (as defined in 42 U.S.C. Sections 9601, et seq.), petroleum products or other pollutants, toxic substances or environmental hazards, on or under the Easement Area.

11. **Binding Nature of Covenants.** All covenants contained in this Agreement with respect to the obligations of Owners shall be binding upon Owners, and Owners' heirs, executors, administrators, successors, and assigns, and all covenants contained in this Agreement with respect to the obligations of the Company shall be binding upon the Company, and the Company's successors and permitted assigns.

12. **Possession – Notice of Defects.** Owners give to the Company exclusive control of the Easement Area, except as otherwise expressly provided herein, and shall be under no obligation to inspect the Easement Area. The Company shall promptly report in writing to Owners any defective condition of the Easement Area known to the Company which Owners are obligated hereunder to repair and/or replace and failure to so report such defect to Owners shall make the Company responsible to the Owners for any liability incurred by the Owners to the Company or to any third party or parties arising out of or in any way resulting from such defect and shall result in Owners being released and discharged from any liability to the Company arising out of or in any way resulting from such defect.