

event, including, but not limited to fines and penalties, except to the extent caused or created by Grantor's negligence.

f. Assignments. This Grant of Easement and Agreement shall inure to and be applicable to Grantor and Grantee and their respective representatives, successors and permitted assigns. Grantee shall have the right and authority from time to time to sell, assign, transfer, and convey to others all but not less than all of Grantee's rights and obligations granted or declared in this Grant of Easement and Agreement, without the prior consent of Grantor or any other party for the sole purpose of utilizing the Easement Area and constructing, operating, maintaining, removing, and other work or activities regarding the Pipeline and Pipeline Systems. In the event of any such sale, assignment, transfer or conveyance by Grantee or any successive Grantee, such conveyance shall include the specific responsibilities and liabilities of the "Grantee" under this Grant of Easement and Agreement (including, but not limited to, requirements as to indemnity and insurance). Grantee or a successor-Grantee, as the case may be, shall give Grantor written notice in reasonable detail of each such sale, assignment, transfer or conveyance. The provisions of this Section shall survive the termination or abandonment of the Easement or the Grant of Easement and Agreement.

g. Governing Law. This Grant of Easement and Agreement shall be construed, enforced and interpreted in accordance with the laws of the State of Georgia without regard to its conflicts of laws provisions. The federal and state courts sitting in Lowndes County, Georgia shall have the exclusive jurisdiction over any claim, demand, or other matter or lawsuit arising from or relating to this Grant of Easement and Agreement or the Easement and venue shall be appropriate in those courts.

h. Recording. This Grant of Easement and Agreement (and any amendments thereto) shall be recorded of record in the public real estate records of Lowndes County, Georgia.

i. Time of the Essence. Time is of the essence with respect to all provisions of this Grant of Easement and Agreement.

j. Entire Agreement. This Grant of Easement and Agreement supersedes all prior discussions and agreements between the parties and contains the entire agreement between the parties with respect to the Easement, Grant of Easement and Agreement and the other matters described herein.

k. Severability. If any of the provisions of this Grant of Easement and Agreement are hereinafter expressly declared by a court of competent jurisdiction to be invalid or unenforceable, then any such provision shall be canceled and severed from this Grant of Easement and Agreement and the other provisions of this Grant of Easement and Agreement shall continue in full force and effect.

l. Running with the Land. The Easement and provisions of this Grant of Easement and Agreement shall run with the land and bind the Easement Area and, except as otherwise specifically provided in this Grant of Easement and Agreement, shall be and remain in effect perpetually.