

m. Enforcement. Grantee and Grantor each shall have the right to take any action, whether at law or at equity, to enforce or prevent the interference with, the easements, rights and privileges, restrictions, duties and/or obligations granted and declared in this Grant of Easement and Agreement.

n. Headings; Sections; Exhibits. The headings of this Grant of Easement and Agreement are for convenience only, shall in no way define or limit the scope or content of this Grant of Easement and Agreement, and shall not be considered in any construction or interpretation of the provisions of this Grant of Easement and Agreement or any part thereof. References to sections, subsections, etc. herein are to those of this Grant of Easement and Agreement. Each and every exhibit referred to or otherwise mentioned in this Grant of Easement and Agreement are attached to this Grant of Easement and Agreement and shall be construed to be a part of this Grant of Easement and Agreement by such reference or other mention at each point at which such reference or other mention occurs, in the same manner and with the same effect as if each exhibit were set forth in full and at length every time such terms are used.

o. Counterparts. This Grant of Easement and Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.

p. Construction. No provision of this Grant of Easement and Agreement shall be construed against or interpreted to the disadvantage of any party by reason of such party having or being deemed to have prepared or drafted such provision.

q. Authority. Grantor and Grantee warrant and represent one to the other that their respective signatories hereto have full power and authority to execute and enter into this Grant of Easement and Agreement. The effective date of this Grant of Easement and Agreement shall not be sooner than the date upon which this Grant of Easement and Agreement is executed and delivered by Grantor and by Grantee.

[Signatures Appear on the Following Pages]