

In no event shall Grantor (I) use the Property in any manner which interferes in any material way with the unrestricted flow of water within the channel or is inconsistent with the rights granted hereunder, or (II) erect or permit to be erected within the easement property a permanent structure or building, including, but not limited to, monument sign, pole sign, billboard, brick or masonry fences or walls or other structures whether or not they require a building permit. In addition, in no event shall Grantor plant or maintain any landscape material in the Property other than grasses within the drainage channel. Grantee shall be obligated to restore any grasses on the surface of the Property at Grantee's sole cost and expense which may have been removed, relocated, altered, damaged, or destroyed as a result of the Grantee's use of the easement granted hereunder provided, however, that Grantee shall not be obligated to restore or replace irrigation systems or other improvements installed in violation of the provisions and intended use of this Easement.

There is reserved from this conveyance and retained by Grantor all of the oil, gas, sulphur and other gaseous minerals in, on or under the Property but Grantor waives all rights of ingress and egress to or from the surface of the Property for the purposes of exploring, developing, mining or drilling therefor, it being specifically agreed that no operations relating to such reservation will be conducted on the surface of the Property without Grantee's prior written permission.

This grant is made on the condition that the following restrictions shall in all things be observed, followed, and complied with:

(a) The Property, or any part thereof, shall not be used in the operation of, or in conjunction with, any school or other institution of learning, study or instruction which discriminates against any person because of his race, color, or national origin, regardless of whether such discrimination be effected by design or otherwise.

(b) The Property, or any part thereof, shall not be used in the operation of, or in conjunction with, any school nor other institution of learning, study or instruction which creates, maintains, reinforces, renews, or encourages, or which tends to create, maintain, reinforce, renew or encourage a dual school system.

These restrictions and conditions shall be binding upon Grantee, its successors and assigns, for a period of fifty (50) years from the date hereof.

The foregoing restrictions and other covenants hereafter set out are covenants running with the land, and each and every parcel thereof, and shall be fully binding upon any person, firm, partnership, corporation, trust, church, club, governmental body, or other organization or entity whatever (whether private or governmental in nature), without limitation, hereafter acquiring any estate, title, interest or property in said land, whether by descent, devise, purchase or otherwise; and no act or omission upon the part of grantor herein, its successors and assigns, shall be a waiver of the operation or enforcement of such restrictions; but neither restriction shall be construed to be a condition subsequent or special limitation on the estate thereby conveyed.

It is further covenanted, that third party beneficiaries of the restrictions set forth above shall be as follows:

- (1) As to the restrictions set out in (a) above, any person prejudiced by its violation;