

2. Temporary Easement for Construction. During the period of original construction of the underground Pipeline and the Pipeline Systems as described in this Grant of Easement and Agreement, the Easement Area shall include a temporary easement for construction (the "Temporary Easement for Construction") as specifically shown as "Temporary Workspace" and "Additional Temporary Workspace" on the Surveys. During the existence of the Temporary Easement for Construction, Grantee shall have a non-exclusive right, in, upon, under and through the specific area of the Temporary Easement for Construction to undertake activities necessary for the safe and efficient construction of the Pipeline and Pipeline Systems (as defined herein) including, but not limited to, moving, staging and storing dirt, construction and other related machinery, apparatus, pipes, parts, equipment, vehicles and personnel as required for the original construction of the underground Pipeline and Pipeline Systems as permitted and required by the provisions of the Final Environmental Impact Statement ("FEIS") and the terms of the Federal Energy Regulatory Commission Order of Public Convenience and Necessity ("FERC Certificate") applicable to the Easement Area. Grantee's ingress and egress in, to and from the specific area of the Temporary Easement for Construction shall be limited to, from and through the area of the Permanent Easement. The existence of and right to use the Temporary Easement for Construction shall terminate without notice or further action upon the earlier of (i) completion of the restoration of the Easement Area as accepted by Grantor or approved by FERC or (ii) May 1, 2019.

3. Consideration. Grantor acknowledges receipt from Grantee of full payment of consideration for this Grant of Easement and Agreement, including existing timber in the Easement Area and including damages reasonably anticipated to be caused by the original construction and installation of the Pipeline and Pipeline Systems. Such consideration shall be considered fully earned upon payment to Grantor. In addition, Grantee shall pay to Grantor additional amounts, if any, as from time to time required by the specific terms and conditions of this Grant of Easement and Agreement.

4. Purpose and Limitations on Use of Easement. This Easement is granted solely for, and is limited and restricted to, the purposes and uses set forth below:

a. Single Pipeline; Pipeline Depth. This Easement allows a single underground Pipeline with a maximum pipe outer diameter of thirty-six (36) inches, and with the "maximum allowable operating pressure" of natural gas transported within the pipeline as permitted by applicable law, rule or regulation. The upper, outer surface of the Pipeline shall at all times be constructed and maintained underground at a minimum depth of thirty-six (36) inches below the surface top soil (after construction and settlement) or, constructed at such depth as may be required by any applicable law, rule or regulation and by prudent industry practices.

b. Transportation of Natural Gas. The Pipeline permitted by this Grant of Easement and Agreement shall be used solely for the transportation of natural gas.

c. Appurtenances. The following appurtenances, when necessary or useful to the natural gas underground transmission Pipeline permitted by this Grant of Easement and Agreement, shall be permitted by Grantee within the Easement Area: pipes, fittings, tie-overs, valves, tap valves, cathodic protection and ac mitigation devices, rectifiers and