

pipeline markers, all of which shall be installed and utilized underground where reasonably possible and shall remain the property, responsibility and risk of Grantee ("Pipeline Systems"). Provided, however, there shall be no surface or above surface manholes, junction boxes, valve boxes, fire hydrants, service meters, storm drain inlets, power and other utility poles, antenna, trailers, meter stations, meter pits, compression or pumping stations or devices, or structures, other than as specifically permitted by this Grant of Easement and Agreement, or as from time to time agreed to in writing by Grantor.

5. Conformity with Laws. Grantee hereby covenants and agrees to construct, locate, maintain, repair, operate, and otherwise utilize the Pipeline and Pipeline Systems in conformity with all applicable laws, rules and regulations of any and all state and federal authorities, and to conduct all such activities and operations only within the Easement Area and in accordance with prudent and generally accepted industry standards of safety for the transportation of natural gas through underground pipelines.

6. Grantor's Use of Easement Area. Grantor retains, reserves and shall continue to enjoy use of the surface of the Easement Area for any and all purposes that do not interfere with or prevent the use by Grantee of the Easement Area for the purposes hereby granted, including the right to build and use the surface of the Easement Area for walks, gardens, lawns, grazing, plantings and crops, and other like uses. However, Grantor shall not construct any permanent structure (structure with foundation or that is affixed to the ground), drainage ditches, fences, streets, roads, driveways, alleys, parking areas or plant trees in the Easement Area without Grantee's prior written consent.

7. Pipeline Construction and Maintenance.

a. Timetable. Prior to Grantee conducting any clearing of the Easement Area, Grantee shall provide Grantor a written timetable estimating in reasonable detail the construction and completion schedule for the Pipeline and Pipeline Systems within the Easement Area. Additionally, Grantee shall give Grantor thirty (30) days written notice prior to beginning clearing of the Easement Area for the Pipeline and Pipeline Systems construction.

b. Identification of Contractors. Prior to beginning clearing of the Easement Area, Grantee shall give thirty (30) days written notice to Grantor of the name, address, and a contact person for the general pipeline contractor responsible for construction within the Easement Area for or on behalf of Grantee. Nothing herein shall limit the obligation and liability and responsibility of Grantee for any and all actions, activities and risks occurring in connection with such contractor's, subcontractor's, agent's or representative's activities and with Grantee's uses in general of the Easement Area.

c. Work Standards. The design, construction and maintenance and the operation and usage of the Pipeline and Pipeline Systems, and all activities conducted in the Easement Area by Grantee and its contractors, subcontractors, agents or representatives shall at all times be in accordance with sound, prudent, workmanlike standards in the natural gas industry, and also in strict accordance with all applicable laws, rules and regulations.