

prepared by and stamped and signed by a registered surveyor that reflects any subsequent corrections, changes, additions or deletions to the Pipeline, Pipeline Systems and/or Easement Area, as permitted by this Grant of Easement and Agreement or as consented to in writing by Grantor.

9. Excavation or Construction Concerning Replacement, Maintenance or Repair. Once the Temporary Pipeline Construction Easement has expired, in the event of any replacement, maintenance, repair, or other work or activities regarding the Pipeline or Pipeline Systems, all work and activity shall be contained within the Permanent Easement unless and until a separate temporary easement is agreed to in writing by Grantor. All standards and requirements applicable for construction, maintenance, or other work or activities set forth in this Grant of Easement and Agreement shall be equally applicable to any such replacement, maintenance, repair or other work or activities.

10. Warnings. Grantee shall install above ground pipeline markers identifying the Pipeline location as required by federal pipeline safety statutes, rules and regulation. The pipeline markers will include the name of Grantee, an emergency phone number and reference to the existence of an underground natural gas pipeline.

11. Grantee Contact Person. Grantee shall at all times provide Grantor with the name, address, telephone number for Grantee's operations office responsible for the Pipeline, Pipeline Systems and Easement Area. Such contact person shall have information and knowledge pertinent to the Pipeline, Pipeline Systems and Easement Area sufficient to address safety and other issues and questions and concerns from Grantor.

12. Access to Easement Area by Grantee. Other than in case of emergency, or as permitted by federal pipeline safety regulations, Grantee shall not utilize Grantor's lands adjacent to the Easement Area for ingress and egress to the Easement Area. The permanent easement rights granted herein shall extend to and include the free and full right of ingress and egress by Grantee, its employees, contractors, subcontractors, agents and representatives within the Permanent Easement; otherwise, Grantee shall access the Easement Area through the point where the southeasterly end of the Easement Area intersects with the public right-of-way of State Highway 31/Madison Highway, except in each case with Grantor's prior written consent, and Grantee shall install and maintain a fence and locked gate (on which Grantor may also install and maintain its own lock) across such intersection point and may at Grantee's expense install an access driveway perpendicular from the Madison Highway right-of-way to bridge any ditch or other similar impediment at such intersection point to vehicles traversing into the Easement Area from such right-of-way. Without Grantor's prior written consent, Grantee shall not permit any person or entity to have access to the Easement Area other than Grantee, its employees, contractors, subcontractors, agents and representatives and then only for purposes of construction, inspection, maintenance, repair, replacement, operation and use and activity regarding the Pipeline and Pipeline Systems, or as otherwise required by federal pipeline regulations.

13. Taxes. Grantee shall assume and pay the amount of any taxes lawfully assessed and applicable to Grantee and due and owing on the Pipeline, Pipeline Facilities or Easement Area.