

claim, damage, cost or expense arising from or relating to any damages or interference to any such Monitoring Wells or Survey Marker, arising from or relating to the activities of Grantee, its contractors, its subcontractors and other representative or employees, to the same extent as provided for in Paragraph 14, above.

b. Other Pipeline Easement. Shown as the "Southern Gas Pipeline" on the Surveys, Grantee acknowledges and agrees that it is aware of an existing separate underground pipeline and easement therefor that has been granted and overlays the properties of Grantor on which the Easement Area is located.

c. No Joint Venture, Partnership, Etc. For purposes of this Grant of Easement and Agreement, neither Grantor nor Grantee, nor any of their respective agents, servants, employees, contractors or subcontractors are, shall become, or be deemed to become agents, servants, or employees of the other party. This Grant of Easement and Agreement shall not be construed so as to create any partnership or joint venture between the Grantor and Grantee. Grantee acknowledges and agrees that, except as otherwise specifically required by this Grant of Easement and Agreement, Grantor shall have no responsibility, risk, costs, or expense arising from or relating to the Easement, Easement Area, Pipeline or Pipeline Systems (except as provided for in paragraph 14, above).

d. Title. Grantor makes no representation or warranty as to title to Grantor's lands of any type, kind or nature including but not limited to warranties as to the title to, sufficiency of the legal description of, suitability of use, or condition of the Easement Area (including the Temporary Easement for Construction Area). It shall be Grantee's burden and obligation to assure itself of the quality of title to Grantor's lands for the purposes and to the extent deemed necessary by Grantee in order for Grantee to enter into this Grant of Easement and Agreement and make use of the Easement Area. Grantee acknowledges and agrees that it is aware of: (i) a landfill having formerly been operated on, and landfill materials presently being located on, the lands of Grantor containing the Easement Area, and (ii) a lease of a portion of the lands of Grantor on which the Easement Area is located for a radio antenna tower and its operations. Grantee takes and shall utilize the Easement subject to such landfill materials and the radio antenna tower and its operations.

e. Environmental Matters. Grantee shall be responsible for and shall comply with all applicable laws, rules and regulations, including any required authorizations, approvals, permits, licenses, or fees relating thereto or arising from Grantee's use of the lands described in this Grant of Easement and Agreement (collectively, "Applicable Laws"). Except as provided for under or in compliance with Applicable Laws, Grantee shall not itself or allow its servants, agents, contractors, subcontractors, employees, invitees, guests and permittees to use, transport, store, dispose of or release or permit to exist on, in, through, above or under the Easement Area or on Grantor's lands adjacent thereto, any substances which are defined as "hazardous materials", "toxic substances", "solid waste", or the like in Applicable Laws. Should any such use transportation, storage, disposal of or release occur in other than a lawfully compliant manner, on the lands described in this Grant of Easement and Agreement Grantee shall notify Grantor as promptly as reasonably possible after any required notice to the applicable governmental body(ies) of such event. Grantee shall be responsible for (and indemnify and hold Grantor harmless from) and timely pay all costs of clean-up, remediation, and other claims and costs related to and arising from any such occurrence or