

The Pipeline Facilities shall only be used for the purpose of transporting natural gas. The Pipeline Facilities shall be designed, constructed and operated in accordance with U.S. Department of Transportation requirements for interstate natural gas pipelines. Except for pipeline markers, AC mitigation devices and cathodic protection devices, Grantee shall cause no other above ground appurtenances or improvements to be constructed on the Permanent Easement in connection with the Pipeline Facilities without the prior express written consent of Grantor, which shall not be unreasonably withheld.

To facilitate the construction of the Pipeline Facilities, Grantee has used the temporary workspaces shown on the attached Exhibit A drawing and identified as "Temporary Workspace" and "Additional Temporary Workspace" (collectively, the "Temporary Workspace"). As of the date hereof, Grantee's right of possession and use of the Temporary Workspace for construction purposes is terminated. However, Grantee will still be permitted access to the Temporary Workspace to monitor and maintain the restoration of the Temporary Workspace in accordance with Grantee's federal and state authorizations for the pipeline installation. Grantee shall not construct any permanent improvements within the Temporary Workspace.

Grantor and Grantee agree that the above-mentioned consideration included payment for all damages for the construction of the Pipeline Facilities, including any severance damages to Grantor's Land.

The pipeline shall not exceed thirty-six inches (36") in diameter and shall be buried to a minimum depth of thirty-six inches (36") from the top of the pipeline to the existing surface of the ground. Neither party shall diminish or reduce the soil cover over said pipeline without the prior written consent of the other party.

Grantee has restored the contours of the surface of the Permanent Easement and the Temporary Workspace to their prior condition, as near as reasonably practicable.

The Permanent Easement includes a right of access including ingress and egress over, upon and across the Permanent Easement, but does not include any rights to ingress and egress over any other portion of Grantor's Land. The right of access is limited solely for the purpose of operating and maintaining the Pipeline Facilities and for vegetative restoration and is not to be construed as a general grant of access easement.