

AND IN CONSIDERATION OF THE PREMISES, and the release hereinabove made by Colonial, Owner (x) does ~~not~~ hereby bargain, sell, grant, and convey the additional rights hereafter described, and otherwise supplement the said right of way and easement by adding thereto the following rights, privileges, terms and conditions, to be applicable only to the said retained strip:

(1) Owner (x) does ~~not~~ hereby bargain, sell, convey and grant to Colonial, its successors and assigns, the right at any time to construct, operate, remove, replace and maintain an additional pipeline or pipelines on said retained strip of land substantially parallel to the existing pipeline(s) located thereon, for the transportation of oil, and gas, and the products of either, water or any other fluid or substance, with ingress and egress to and from the same, without further payment to Owner (x) but subject to the repair of or payment for, by Colonial, of any actual damage which may be done to growing crops, timber, fencing, buildings, or other structures directly caused by Colonial exercising said rights. In the event the original right of way and easement granted the right to Grantee to install additional pipelines, this paragraph (1) will govern.

(2) With respect to said retained strip of land, said right of way and easement, including the rights and privileges granted in numbered paragraph (1) above shall be divisible, assignable or transferable in whole or in part at any time.

(3) Said retained strip of land shall constitute an exclusive right of way and easement owned by Colonial, its successors and assigns, and no further easements or ways may be granted on the same except that streets, sidewalks, driveways, water, gas, sewer, telephone, electricity (and other similar utility lines) may be installed at approximately right angles across, but not along, said strip, subject to the conditions hereinafter stated.

(4) No water shall be impounded on said retained strip of land.

(5) No buildings, structures, engineering works or other obstructions, of any kind whatsoever, shall be placed on said retained strip of land except for those expressly permitted herein and Colonial shall not be liable for damages caused on the right of way by keeping said right of way clear of such obstructions, including trees, undergrowth, and brush in the exercise of its rights granted herein.

(6) No utility poles shall be installed on said retained strip of land and power or telephone lines crossing the same shall have a vertical clearance of at least fifteen feet (15').

(7) All water, sewer, gas and other similar underground lines crossing said retained strip of land shall be installed below the pipeline(s) of Colonial, its successors and assigns, installed thereon and shall have at least two feet (2') of vertical clearance between the top of the same and said Colonial lines.

(8) At no time will Owner (x) be permitted to remove any earth cover from said retained strip of land or to add to existing cover which would cause total cover to exceed six feet (6') over the pipeline(s) of Colonial, its successors and assigns, as installed thereon.