

hereto. This is not intended to restrict the rights of the Grantee to lay one or more additional pipe lines between the lines now existing in accordance with the terms of the original right-of-way agreement.

(2) Grantor shall not place or construct upon the said permanent right of way any buildings or other improvements or obstructions, or make any other use of the same, that would endanger Grantee's pipe lines or interfere with the construction of additional pipe lines; Grantee shall have no liability for damages within said permanent right of way caused in the exercise of its rights under said right of way agreement as amended herein.

(3) Some question has existed as to the location in relation to Grantee's right of way of the 4.65 acre tract of land conveyed to Nan Martin Hopkins by deed from R. H. Boyd dated October 10, 1960, recorded in Book 660, page 389. To the extent that said tract might lie within the boundaries of the permanent right of way and temporary work space described in paragraph (1) above, the said right of way agreement dated November 9, 1949 is amended so as to include the said 4.65 acre tract in the land descriptions thereof.

For and in consideration of the premises, Grantor does hereby grant, bargain, sell, convey, ratify and confirm unto Grantee, its successors and assigns, a right of way and easement, with the appurtenant rights and privileges and subject to the duties and obligations, all as described in the above mentioned right of way agreement, as herein and hereby modified, amended and supplemented.