

To have and to hold said right-of-way and easement unto the Grantee, its successors and assignees, until such pipe line be constructed and so long thereafter as the same is maintained upon the said land, and the undersigned hereby binds himself, his heirs, executors, administrators, successors and assignees to warrant and forever defend all and singular the said premises unto the Grantee, its successors and assignees, against the claims of the Grantor, his heirs, successors and assigns.

The right herein granted is expressly limited to such rights as the Grantor may, by reason of his interest in the said lands, be capable of granting.

The right herein granted includes the laying, maintaining and operating, as set forth above, of one pipe line and specifically does not include the laying, constructing, maintaining, operating, repairing or altering of any additional lines, except that the rights granted shall be deemed to include the removal or replacement of the said line with a substitute line.

The Grantee shall have all other rights and benefits necessary for the full enjoyment or use of the rights herein granted, including the right of ingress and egress over and across the said right-of-way and the right from time to time to cut any trees, undergrowth or other obstructions on or over the said right-of-way which may injure, endanger or interfere with the construction, operation, maintenance or repair of said pipe line; and the Grantee shall have the right to assign this grant in whole or in part.

The Grantee hereby agrees to bury all pipes to a sufficient depth so as not to interfere with cultivation of the soil and agrees to pay such damages as may arise to growing crops, timber or fences from the construction, maintenance or operation of the said pipe line. Grantee further agrees that no surface valves, manholes or other fittings, pipes or mechanisms shall be erected on or above the surface of the ground at any point within the right-of-way herein granted.

The Grantor reserves the right to fully use and enjoy the said land and premises except for the purposes granted to the Grantee, provided the Grantor shall not construct or permit to be constructed any house, structures or obstructions on or over, or that will interfere with, the construction, maintenance or operation of the pipe line, and will not change the grade over such pipe line, but the Grantor fully reserves the right to construct roads or driveways over or across the right-of-way for purposes of ingress and egress to and from any other property of the Grantor after the pipe line shall have been laid; and in the event it shall be necessary for the Grantee in the exercise of any of the privileges herein granted to cut through or remove a portion of any such road or driveway, the Grantee shall within a reasonable time replace the

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