

Plantation may have the opportunity to approve or disapprove; and further that all such construction will be made in accordance with the terms of this agreement and the specifications made a part hereof.

- (2) Plantation reserves the right to cut any crossing or encroaching street, drive, line of any nature, airstrip runway, or any other installation which may be permitted pursuant to Paragraph 1 above, for the purpose of exercising its easement rights, including, but without being limited to, maintenance and repair of the existing pipelines or the construction of additional pipelines, without liability for restoring the surface of the street or drives or for interruption of service, including the airstrip runway, in the use of such installations, at such time and in such manner as Plantation in its sole discretion may deem necessary or desirable for the proper operation of the pipeline system. Plantation will back-fill or restore its excavation to normal grade.

Except to the extent made necessary by the construction and maintenance of such permitted crossings and encroachments, and the reasonable use thereof, the exercise of any rights permitted to Developer shall not interfere with or supersede the rights of Plantation under its easement(s) aforesaid.

- (3) The construction of any installations permitted pursuant to Paragraph 1 above shall be made in accordance with "Specifications and Conditions for Pipe Line Crossings," attached hereto, marked Exhibit "A", and "Specifications and Conditions for Underground Telephone and Electrical Power Cable Crossings," attached hereto, marked Exhibit "B", both being made a part hereof.
- (4) In the development of these properties, including any construction which may be permitted under this agreement, Developer agrees to reimburse Plantation for: (1) all damages to Plantation's pipelines and other facilities, including any loss of product; and (2) any modification to said pipelines, including casing, which is necessitated in Plantation's sole opinion as a result of the construction, maintenance, or repair of any subdivision installations.
- (5) Developer shall investigate, defend, indemnify, and hold Plantation, its officers, employees, agents, servants, and representatives, harmless from all claims, loss, liability, attorney fees, cost and expense, including death, personal injury, and property damage, including the airstrip runway and any aircraft, occurring to Developer or its Contractor, or its subcontractors, or Plantation, their respective officers, employees, agents, servants, and representatives, or to third parties which arise out of, or in connection with, or by reason of, performance of the work development herein contemplated or the existence of said installations thereafter, including those claims which are alleged to have been caused from Plantation's sole or concurrent negligence but which arise out of, or in connection with, or by reason of, performance of the work development herein contemplated or the existence of said installations thereafter.
- (6) The undersigned Developer(s) covenant(s) and warrant(s) to and with Plantation, its successors, and assigns, that said Developer(s) (is, are) the owner(s) of the above described lands and (has, have) the full right, title, and capacity to execute this instrument for the purposes herein outlined.
- (7) This agreement shall run with the land and shall inure to and be binding upon both parties hereto and their successors in title.
- (8) Developer may, with prior approval from Plantation's representative, place additional clean soil, up to a maximum of two (2) feet, over Plantation's easement area. Developer shall use caution during soil compaction of the airstrip runway.