

or interfere with their proper operation or maintenance; the right of ingress to and egress from said strip of land across the land referred to above for the purpose of exercising the rights herein granted; provided that the failure of the grantee to exercise any of the rights herein granted shall not be construed as a waiver or abandonment of the right thereafter at any time and from time to time to exercise any and all of same. No building shall be erected over said pipe line nor so close thereto as to impose any load thereon and cause injury thereto.

3. It is agreed that the grantor may use this strip of land, provided that such use by the grantors shall not in the opinion of the grantee, interfere or conflict with the use of said strip of land by the grantee for the purposes herein mentioned, and that no use shall be made of the said strip of land by grantor that would, in the opinion of the grantee, injure, endanger or render inaccessible the pipe line or their appurtenances.

4. It is further agreed: That in the event a building or other structure should be erected contiguous to said pipe line, no claim for damages shall be made by the grantor, its successors or assigns, on account of any damage that might occur to such structure, buildings or contents thereof due to the operation or maintenance of said pipe lines or their appurtenances, or any accident or mishap that might occur therein or thereto.

5. The payment and privileges above specified are hereby accepted in full settlement of all claims and damages of whatever nature for said right of way.

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