

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 said structure, building or contents thereof due to the operation or maintenance, or negligence of 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.

IN WITNESS WHEREOF, the said hand and seals of the Grantor and Mortgagee have hereunto been set this 19th day of APRIL, 1965.

In the presence of:

John D. Grogan
Carol Ann Jones
As to Grantor

BELHAM REALTY, INC. (SEAL)

By: Richard H. Carpenter
Grantor

Richard H. Carpenter
Edgar E. Mahlin
As to Mortgagee

FIDELITY FEDERAL SAVINGS AND LOAN ASSOCIATION (SEAL)

By: W. R. [Signature]

(Continued on next page)