

(6) The Grantees further agree that they will place the property in as good a condition as they found it prior to the installation of said sewer line, including, but not limited to, replacement of any grass, shrubbery, etc. and do further guarantee to the Grantor that they will replace, as best they can, any trees or other shrubs which may be lost as a result of the installation of said sewer line within a period of one (1) year from the date of said installation.

Further, Grantees agree that they will repair any damage to existing trees which may occur within a period of one (1) year from the installation of said sewer line, i.e., any partial loss of said trees, such as deadwooding or otherwise restoring trees which have not been lost but have been damaged. Should, however, any tree be lost that cannot be replaced by the Grantees, then all parties agree that they will arbitrate among themselves as to what would be a fair arrangement between the parties for the loss sustained by the Grantor. In the event the parties cannot agree, then all parties agree that each shall select a nurseryman and that these selected nurserymen will together render an opinion as to what loss has been sustained by the Grantor. It is further agreed that all parties agree to be bound by such decision.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this the 14 day of

December, 1981.

WITNESSES:

As to Grantor:
Christine B. Giles (LS)
John W. Brissey (LS)
Grantor

As to Grantees:
Curdig B. Neudorff (LS)
John Kiriakides (LS)
Grantees
Jina Holcombe
Benjamin Phillip
(Witness)

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