

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 that would, in the opinion of the Grantee, injure, endanger or render inaccessible the sewer pipe lines or their appurtenances.

It is Further Agreed: That in the event a building or other structure should be erected contiguous to said sewer pipe line, no claim for damages shall be made by the Grantor, his heirs or assigns, on account of any damage that might occur to such 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.

During construction and installation of the subject sewerline, the right-of-way granted shall extend to a width of 50 feet (25 feet either side of center).

All other or special terms and conditions of this right-of-way are as follows: (1) This sewer line right-of-way is granted for so long as the Grantee shall use and maintain the sewer line. (2) The sewer line must be laid within a strip of land fifty feet wide and running along the northeast property line of the Grantor. (3) The right-of-way granted herein is limited to the purposes specifically set forth herein or reasonably incidental thereto, and no others. (4) The Grantee shall restore the Grantor's property to its original condition and appearance and repair any damage thereto within one year after the sewer line has been laid across the Grantor's property.

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 hand and seal of the Grantor(s) herein and of the Mortgagee, if any, has hereunto been set this 29<sup>th</sup> day of May, 19 81, A.D.

SIGNED, sealed and delivered in the presence of:

J.D. Coleman  
Carl D. Dool

THE BABCOCK & WILCOX COMPANY (SEAL)  
By: John Hill (SEAL)

Printed Name - J. R. Hill (SEAL)

Title - Vice President (SEAL)

J.D. Stufflebean (SEAL)

Printed Name - J. D. Stufflebean (SEAL)

Title - Division Controller (SEAL)

MICHIGAN  
STATE OF ~~XXXXXXXXXXXX~~ )  
COUNTY OF )

PROBATE

PERSONALLY appeared the undersigned witness and made oath that (s)he saw the within named Grantor(s) sign, seal and as the Grantor's (s') act and deed deliver the within Sewerline Right-of-Way and that (s)he, with the other witness subscribed above witnessed the execution thereof.

Carl D Dool

SWORN to before me this 29th day of May, 19 81.

Marian E Smith (L.S.)  
Notary Public for ~~XXXXXXXXXXXX~~ Michigan  
My Commission expires: Notary Public, Oakland County, Mich.  
My Commission Expires on July 22, 1981

0.557

4328 RV-23