

4. The Authority shall install a retainage wall of twelve (12") inch thick concrete blocks which are to be filled with concrete. This wall shall be a minimum of eight (8') feet in height from the footing which shall be on solid ground, not fill. This wall shall be located at the toe of the slope on the rear of Mr. Lyda's property and shall be a minimum of eighty (80') feet in length. This wall shall be constructed in a vertical position. Both sides of this wall to be backfilled with solid fill so that a minimum of twelve (12") inches of the wall is exposed above the finished grade. The remainder of the existing slope, approximately one to one, to have approximately 3,200 square feet of twelve (12") inch thick rip rap material installed.

5. All excavated dirt shall be replaced and any excess dirt shall be provided to the Owner at no charge. It is further agreed that upon removal, the existing 48" pipe and 30" pipe shall be broken into pieces and dumped onto the low-lying area of Owner's property identified as that area east of the construction area nearest to Lots No. 54 and No. 55 as shown on the attached plat of W. R. Williams. It is further agreed that all excavated dirt and other dirt used for filling or packing will be dumped in the same designated area.

6. The parties agree that all construction involved in the above-described project shall be at the sole and complete expense of the Authority.

7. The Owner agrees that the installation of the new reinforced concrete pipe drains shall be a permanent improvement to his property and that he shall not obstruct, damage or otherwise interfere with the operation of said drainage pipes.

8. The Authority agrees that once installed, said new reinforced concrete pipe drains shall become the sole possession and property of the Owner.

9. The Owner agrees that once the new drain pipes are installed, he will be responsible for any and all maintenance and repairs on said drain pipes.

10. The Authority agrees that all construction on said drain pipe replacement shall be completed on or before July 30, 1983, and that during the construction period, the Owner shall have the right at all times to inspect the construction premises.