

11. It is expressly agreed that the Authority shall replace any property pins that are removed or knocked down during construction. Owner shall be responsible for indicating to the Authority the location of pins on site prior to construction.

12. The Owner agrees that during construction the Authority shall have the right to store its excavation and other construction equipment on Owner's property and that the Authority shall have ingress and egress to the construction site by way of the road leading from Worley Road across Owner's property to the construction site. However, the parties expressly agree that if the equipment or movement of same causes ruts or depressions in said road, the Authority shall provide sufficient gravel to cover said ruts.

13. After construction is completed, the Authority shall install a fence (maximum of eighty feet in length and four feet in height) made of material chosen by the Authority along the top of the rip rapped slope so as to prevent dumping of debris, trash, or other materials on Owner's property at or near the site of the installation of the new 60" reinforced concrete pipe.

14. The Plat of W. R. Williams concerning this property is attached hereto and marked as Exhibit "A" and incorporated by reference.

15. It is further agreed that all other excavated dirt from any of the property involved in the construction designated on the Plat of W. R. Williams shall be dumped on the Owner's property in accordance with the terms above listed.

16. The parties expressly agree that the Owner shall continue to have the right to permit dumping on the Owner's property during construction so long as the dumping does not encroach on the construction site or interfere with the Authority's construction efforts.

17. The Owner agrees that once said construction is completed the Authority is released and held harmless from any and all responsibility or liability with regard to any portion or all of the drain pipe or other construction, installation, maintenance or repairs.

18. Any and all amendments or modifications to this Agreement must be in writing and executed by both parties.