

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that in consideration of the sum of Ten Dollars (\$10.00) each paid to the other, receipt of which is hereby acknowledged, and in consideration of the premises, the undersigned parties agree for themselves and their respective successors, heirs and assigns, as follows:

1. College agrees at its expense to relocate a sewer line from the existing service line on Lot No. 20 to run down the western side of Lot No. 36 and tie onto the existing sanitary sewer line. The location of the new sewer line is more fully shown on Exhibit "A" which new sewer line is referred to as "New Service".

2. College hereby grants a ten foot (10') wide service easement (five [5'] feet from either side of the center line of the sewer) in favor of Bettendorf for the purpose of maintaining said new service sewer line. The ten foot (10') wide easement appears on the attached Exhibit "A".

3. Bettendorf at her sole expense hereby agrees to maintain and repair said new service sewer line including the clean out as is shown on Exhibit "A".

4. Bettendorf further agrees at her sole expense to repair any and all damage caused to Lot No. 36 as a result of any repairs made to said new service sewer line.

5. Bettendorf acknowledges and agrees that she has no other easements or sewer lines running across the said Lot No. 36.

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