

that they will together equally bear the cost of laying the sewer line across the property of Foltz, and of restoring the yard of said property to its original condition following construction, or following any subsequent maintenance. They further agree that they will jointly bear any maintenance cost of said line, and should either refuse to pay his share of such maintenance cost within thirty days after receiving written notice to do so, the other may suspend the right of the party in default to use said common sewer line until such payment is made, and collect besides reasonable attorneys' fees and costs for the enforcement of such payment.

Robert B. and Sharon T. Fenvyes do hereby grant to John W. and Sara C. Foltz the right, privilege, and easement to connect side line anchor fences at each end of the existing rear line anchor fence upon the property of Fenvyes. As a result of this easement it is understood that Foltz will have possession of a small strip of the property of Fenvyes between the Fenvyes fence and the Fenvyes rear property line. This possession is permissive and shall not ripen into title by adverse possession.

Should Fenvyes at any time wish to move his rear fence closer to his rear property line, he may do so, but he must restore without cost to Foltz the connection of the Foltz side line fences to the Fenvyes' rear fence.

The foregoing agreement, rights, easements, and obligations shall be binding upon the heirs, administrators, executors, and assigns of the respective parties.

Robert B. and Sharon T. Fenvyes and Anton T. Nedved, or any person exercising the rights granted them under this

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