

regress upon and over the above-described easement areas for any and all of the purposes aforesaid; and

3. City agrees that upon receipt of a properly executed and acknowledged easement as set forth in paragraph 2 above, that it will deliver to Tempo an appropriate instrument releasing the easement areas from which said waterline has been relocated; and

4. City agrees that it will perform the aforesaid relocation on the basis of cost plus 20% overhead, on which basis the City estimates that the overall cost of performing the work will be approximately \$40 per foot; and

5. Tempo agrees to pay \$ 7600.00 in advance, that being the amount necessary to perform the relocation of the pipeline based on the City's aforesaid estimate. It is understood that if the cost of relocation is in excess of the estimated amount, that Tempo will pay the same upon being provided with a statement for said increased amount supported by adequate evidence of the increased cost. The City agrees that should the cost of the relocation of the waterline be less than the estimated amount, that it will promptly refund said overpayment to Tempo; and

6. City agrees that it will proceed promptly to prepare a construction map by its engineering office and to schedule the commencement of the relocation construction as soon as practicable.

WITNESS the following signatures and seals:

TEMPO HOMES, INC.

By *R. W. Bowers*
Its President

CITY OF ROANOKE, VIRGINIA

By _____
Its _____