

DATED THIS ___ OF MARCH, 2013

EASEMENT FOR WATER MAINS & APPURTENANCES

AGREEMENT

BETWEEN

CHILDREN OF GOD RELIEF INSTITUTE- NYUMBANI

AND

SOUTH EASTERN UNIVERSITY COLLEGE

OVER

L.R NO. _____

DRAWN BY
AARON TANUI, ADVOCATE
SOUTH EASTERN UNIVERSITY COLLEGE
P.O. BOX 170
KITUI



Handwritten signature

EASEMENT FOR WATER MAINS & APPURTENANCES

THIS AGREEMENT (the "Easement Agreement") is dated this _____ day of _____, 2013, by Children of God Relief Institute - Nyumbani, having an address of P.O. Box _____ Kitui ("Grantor"), and the South Eastern University College of P.O. Box 170-90200 Kitui ("Grantee").

WHEREAS, Grantee desires to acquire an easement for the purpose of the maintenance of a drainage pipe and appurtenant drainage facilities on and through the property more particularly described and depicted in **Exhibit A** ("Easement Property"), attached hereto and incorporated herein by this reference; and

WHEREAS, Grantor is willing to grant an easement to Grantee for the aforesaid purposes on the terms and conditions set forth hereinbelow.

NOW, THEREFORE, for peppercorn rent of Kshs. 2 by Grantee to Grantor, the covenants of Grantee herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant, and for and in consideration of the easement rights herein granted and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantee does hereby covenant and agree as follows:

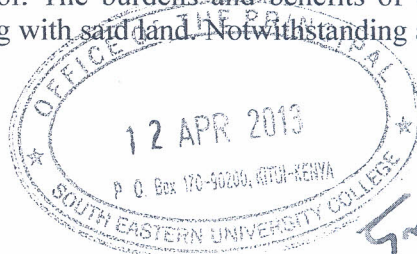
1. Grant of Easement. Grantor does hereby grant and convey unto Grantee, its successors, assigns, lessees, licensees and agents, for a period of() an easement under and through the Easement Property, for the purpose of providing the maintenance of a drainage pipe and appurtenant drainage facilities. Grantee shall also have the specific rights of ingress and egress, consistent with this Easement Agreement, for the construction, reconstruction, operation and maintenance of a drainage pipe and appurtenant drainage facilities, consistent with the easement provided herein. Subject to the other terms and conditions of this Easement Agreement, Grantee shall also have the right to remove impediments to operation and maintenance of the Easement Property such as trees, asphalt and sidewalks. Grantee further agrees all construction, reconstruction, operation, maintenance, removal and any other activities which disturb the Easement Property will be coordinated with Grantor so as to minimize any disruption to Grantor's property.

2. Unencumbered Title. Grantor warrants that the Easement Property granted herein is granted free and clear of all liens and encumbrances.

3. Operation and Maintenance.

The operation and maintenance of the drainage facilities described herein and located within the Easement Property shall be the responsibility of the Grantee; The Grantor acknowledges and agrees that the Grantee has the right to enter the Easement Property to maintain and operate the drainage facilities to maintain and operate the drainage facilities in the manner described herein.

4. Grantor Defined. The word "Grantor" as used herein, whenever the context requires or permits, shall include the heirs, personal representatives, beneficiaries, successors, grantees and assigns of the owners of the land through which the easement runs, or the respective owners from time to time of portions thereof. The burdens and benefits of this Easement Agreement shall be deemed covenants running with said land. Notwithstanding any contrary



provision in this Easement Agreement, however, any obligation under this Easement Agreement which is to be performed by the owner of any land which is burdened by this Easement Agreement shall be enforceable only against the then owner of such land, and not against any such owner's predecessors in interest.

5. Covenants of Grantee. Grantee hereby represents, covenants and warrants in favor of Grantor, and its successors and assigns, as follows:

a. Grantee shall protect the Easement Property, and the adjacent lands of Grantor over which Grantee has rights of ingress and egress, from damage caused, in whole or in part, by acts or omissions of Grantee, its employees, agents, contractors, subcontractors, assigns, lessees, licensees and agents.

b. Grantee shall not cause or permit to be caused by any of its employees, agents, contractors, subcontractors, successors, assigns, lessees or licensees, any hazardous substances to, asbestos and/or urea formaldehyde, or any pollutants or toxic pollutants as defined by the Clean Water Act, and any amendments thereto, to be dumped, spilled, released, permanently stored or deposited on, over or beneath the Easement Property or any other lands owned by Grantor.

c. Grantee shall indemnify the Grantor and keep the Grantor fully indemnified against any leakage or flooding of the drainage pipe and other appurtenances installed on the Easement Property by the Grantee resulting from any cause whatsoever. It shall be the responsibility of the Grantee to ensure the prompt and expeditious stoppage of any leakage or flooding from the said drainage pipe and in the event that the Grantor shall incur any loss damage or expense in stopping such leakage or flooding or in any other way, the Grantee shall reimburse and compensate the Grantor on demand.

6. Retained Rights. Grantor shall have all rights to the Easement Property not granted hereby.

7. Miscellaneous.

a. Except as otherwise expressly provided herein, all provisions herein contained, including the benefits, burdens and covenants, are intended to run with the land and shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto.

b. This easement constitutes all of the agreements, understandings and promises between the parties hereto, with respect to the subject matter hereof.

c. This easement shall be of no force and effect until this easement is duly and validly executed by all parties hereto.



[Handwritten signature]

IN WITNESS WHEREOF, the parties hereto have executed this Easement Agreement as of the date and year first above written.

GRANTOR:

Children of God Relief Institute - Nyumbani) _____

The foregoing instrument was acknowledged before me this _____ day of March, 2013, by _____, as agent and principal officer of the said Grantor.

Witnessing Advocate: _____

GRANTEE:

South Eastern University College) _____



The foregoing instrument was acknowledged before me this _____ day of March, 2013, by _____, as agent and principal officer of the said Grantee.

Witnessing Advocate: _____