

1. Parcel "B" is used by the Grantor as an automobile parking lot to serve tenants and their licensees, customers and invitees in, and to a Shopping Center owned and operated by Grantor on adjoining property. During the construction and installation of the storm sewer, Grantee, its agents and licensees, may come in, upon, across, through and under Parcel "B" with such equipment and machinery as is necessary to construct and install said storm sewer. Grantee shall cause the storm sewer line to be constructed and installed in segments in such a method and manner that the open ditch will at no time extend more than one-half the distance across Parcel "B".

2. Grantee is hereby granted the right to come in, upon, across and under Parcel "B" with such equipment and machinery as is necessary for the purpose of inspecting, maintaining and repairing said storm sewer.

3. Upon completion of any work done or caused to be done by Grantee in constructing, installing, inspecting, maintaining and repairing the storm sewer, junction box and tap, Grantee shall leave the premises in as good or better condition as the same existed immediately prior to the commencement of such work.

4. All such work so done in connection with the sewer line shall at all times be at the expense of the Grantee and shall be done in such method and manner as to interfere with Grantor's use of Parcel "B" in as small a degree as is reasonably possible.

5. Grantee shall at all times during the continuance of this easement indemnify and save harmless the Grantor from the claims of all persons arising from or out of Grantee's use and exercise of this easement.

6. This is an easement appurtenant and shall run with the land and shall continue for so long as the same may be necessary and required for providing storm sewer drainage from the property of the Grantee (being Parcels "C" and "D" on the recorded plat referred to above) into the storm sewer owned by the Grantor, which connects with

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