

the southern side of the Church property (said 30 feet being measured after the conveyance of the triangular strip for road purposes) and no more than 22 feet from the rear line on the northern side line of the Church property.

2. United agrees to terrace said slope area in such a fashion that a portion of the surface water from the Church property shall flow into a catch basin located in a roadway of said subdivision and the other portion of the surface water shall flow to the rear part of Lots 7 and 8 of said subdivision. All work shall be done at the sole expense of United, which agrees to remove as few trees as possible, and to be responsible for any damage done to the Church property, such as damage to any water lines, sewer lines, or any other type lines that may be located in said area. After said work is done, United agrees further to plant said area in grass, ivy or other suitable vegetation and to use asphalt or concrete in areas that may be necessary so as to prevent erosion to said area. United agrees to hold Church harmless from any damage that may result from work done in the slope easement area.

3. United agrees to properly maintain, repair and keep said slope easement area in good condition, both from the standpoint of beautification and ability to properly drain the surface waters of Church property to the appropriate areas of Lost Valley Subdivision property. It is understood that said maintenance shall be continuous which shall be performed by United until such time as United, in accordance with its development of Lost Valley Subdivision, forms a non-profit association which will assume said obligation, together with other duties and responsibilities as provided for in its charter and by-laws.

4. It is agreed that should the Church alter any part of its property in such a fashion that the surface water from the Church property is substantially increased so that the slope easement area is unable to properly care for the run-off, then and in said event, the parties hereto, their successors and assigns, shall meet to determine what additional work might be required under the circumstances. In said event should the parties be unable to agree to a proper solution, then each party shall appoint an arbitrator with each arbitrator, if necessary, appointing a

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