

activities of such respective party or others claiming under such party, and to pay and discharge when due any and all lawful claims upon which any such lien may or could be based, and to save and hold the other, the tract of the other and the improvements thereon, free and harmless of and from any and all such liens and any and all claims of liens and suits or other proceedings pertaining thereto by reason of any act, omission, or negligence of such party. The accrual, by operation of law, of mechanics', materialmen's and similar liens shall not in and of itself be a breach of this 6.9. If either party desires to contest any such lien, it shall notify the other of its intention so to do promptly after such party has actual knowledge of the filing of such lien, and shall pay bond or discharge the same within twenty days of the date of notice of filing of such lien. In the event of any such contest the party engaging in such contest shall protect and indemnify the other against all loss, cost, expense and damage resulting therefrom.

ARTICLE VII

EXERCISE OF EASEMENTS

7.1 RESPONSIBILITY FOR INSTALLATION, MAINTENANCE AND RELOCATION.

The exercise of the easements granted pursuant to ARTICLE VI hereof shall be subject to the following provisions:

(a) DEVELOPER shall be responsible for the installation, maintenance and repair of all sewers, drains, pipes, conduits, mains, lines and related equipment installed on DEVELOPER TRACT and for restoration and repair of the portion of the property in which such sewer, drain, pipe, conduit, main, line and equipment is installed as nearly as possible to the condition existing next prior to any such installation, maintenance or repair work. Any such maintenance and repair shall be performed only after two (2) weeks notice, except in the case of emergency, and any such work shall be done without cost or expense to MERCANTILE, (or, in case of emergency, if MERCANTILE causes such work to be done, MERCANTILE shall be reimbursed for the same), and in such manner as to cause as little disturbance in the use of the COMMON AREAS or other portions of ENTIRE PREMISES possible under the circumstances.

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