

for the use and benefit of party of the first part; Said line and conduit shall connect with the main switchboard facility operated by party of the second part and shall run and extend to a point on the easternmost property line of the service station site described above. Installation of said underground telephone line and conduit shall commence within forty-five (45) days following written notification from party of the first part and shall proceed diligently to completion.

3. The parties hereto hereby covenant and agree that there shall be free and unrestricted access between the service station property owned by party of the first part and the motel and restaurant property owned by party of the second part over and across the common property line; said access shall be provided by a driveway, the width and location of which shall be mutually agreed upon by the parties hereto. For said purpose, the parties hereto further covenant and agree that neither party will do anything to obstruct, hinder, impede, restrict or prohibit the free flow of traffic to and from the business area of the service station property of party of the first part or to and from the motel and restaurant property of party of the second part over and across the aforesaid driveway access.

4. The parties hereto each agree, should they default in any of the covenants and agreements contained herein, to pay all costs and expense that may arise from enforcing this agreement, either by suit or otherwise, including a reasonable attorney's fee.

5. Wherever the terms "party of the first part" and "party of the second part" appear in this agreement, the terms shall also include their successors and assigns.

IN WITNESS WHEREOF, CHEVRON OIL COMPANY, has caused these presents to be executed by its Vice President, attested by its Assistant Secretary, for and on its behalf this the 4th day of April, 1973, and HONEY PROPERTIES, INC., has caused these presents to be executed by its President,