

recovered from other users and subject to such costs being established as provided in paragraph 2 hereof) provided that Grantee has the power to permit Grantor to discharge through such sewer line into the Trunk Line and provided further that Grantee hereby covenants and agrees to execute any documents and to take all necessary steps to permit Grantor to utilize Grantee's connection to the Trunk Line subject to any use charges normally imposed upon users of the Trunk Line by the Metropolitan Sewer Subdistrict or other public sewer authority.

2. If the sewer line connection from the Property to the Trunk Line is not constructed by Grantee, Grantor hereby reserves, and Grantee hereby grants to Grantor, in perpetuity, such easement rights or other rights as Grantee may have or acquire to install the sewer line connection from the Property to the Trunk Line, and Grantee agrees to pay (at the time of Grantee's hookup) one-half of Grantor's capital costs of construction (limited to hard construction costs) from the point on the sewer line that Grantee taps in to the Trunk Line. Costs will be furnished within six (6) months after completion of the line, bills and invoices showing cost thereof.

3. Upon Grantee's request, Grantor agrees that after the sewer line is constructed it will execute a further document in recordable form which will exactly locate the sewer line easement herein created and that both parties intend that to the extent possible and feasible the sewer lines on the Property servicing property owned by Grantor will be located along the boundaries of the Property.

4. Grantor and Grantee further agree that after both parties are utilizing the sewer line, each will share in the cost, pro-rata, of operating, maintaining and repairing (or making capital expenditures in lieu of repair) of said sewer line, based upon the estimated usage of such line by each property as established by an independent engineer, such engineer to be approved by Grantor and Grantee. The fees and expenses of such engineer shall be divided equally between Grantor and Grantee. If the Grantor and Grantee are unable to choose an engineer

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