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S 20-01 E, 10 feet; thence S 69-59 W, 10 feet, more or less; thence S 31-56 W, 49 feet, more or less, thence S 69-59 W, 150 feet to a point on said commercial alley; thence with said alley, N 20-01 W, 10 feet to the point of beginning."

To have and to hold said easement and right-of-way unto Second Party, his heirs and assigns, forever, subject to the condition hereinafter imposed, with full power and authority to assign same to Parker Sewer and Fire Subdistrict or its successor, at such time as the public authority requests same.

It shall be the sole responsibility of Second Party to construct said line at his own expense and thereafter he or his heirs or assigns, as the case may be, shall repair and maintain same throughout from the manhole in the commercial alley to the trunk line in White Horse Road, holding First Party and Third Party harmless from any and all liability which might arise from the construction, repair and maintenance of said line, all of which is to be done at the expense of Second Party or his heirs or assigns, as the case may be. This obligation shall cease upon the assignment of the easement and right-of-way to any public authority, providing such Authority assumes all liability herein set forth assumed by Second Party relating to repair and maintenance of said line.

In addition to the foregoing, Second Party shall also, at his own expense, construct and connect a line from the service station septic tank on property of First Party to the nearest manhole in the sewer line to be constructed, and further, at his own expense, construct a set of concrete steps from the rear of Lot No. 2A, which Third Party leases from W. M. Kay, Jr., to the top of the bank on the commercial alley to provide access to Third Party to any commercial enterprise erected by Second Party on his property.