

upon users of the Trunk Line by the Metropolitan Sewer Sub-district or other public sewer authority.

3. 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 on and from the Property to the Trunk Line, and Grantee agrees to pay (at the time of Grantee's hook-up) one-half of Grantor's capital costs of construction (limited to hard construction costs and net of costs recovered from other users) from the point on the sewer line 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.

4. 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 granted to Grantor 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.

5. 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 acceptable to both parties, the issue of division of maintenance cost shall be arbitrated under the rules then existing of the American Arbitration Association. Said pro-rata payment for such operation, maintenance, and repair costs will be made within

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