

3647, Page 90, Cabarrus County, North Carolina Registry (collectively “**Grantee’s Property**”);

**WHEREAS**, Grantee has requested that Grantor grant an easement to Grantee to construct and establish a sewer line on that portion of Grantor’s Property being forty feet (40’) in width and being described on **Exhibit “A”**, attached hereto and made a part hereof by this reference (the “**Easement Area**”), for the benefit of Grantee’s Property to provide sanitary sewer service to Grantee’s Property;

**WHEREAS**, Grantor has agreed to grant such easement upon the terms and conditions set forth in this Agreement;

**WHEREAS**, Grantee, as Seller, has contracted to sell the Grantee’s Property to AIA, or its successor or assign (with AIA or such successor or assign that acquires Grantee’s Property being herein called “**Avanti Buyer**”), as Buyer, pursuant to that certain Purchase and Sale Agreement dated January 15, 2004, as amended (the “**Acquisition Contract**”);

**WHEREAS**, Grantor and Grantee desire that AIA and any Avanti Buyer be a third party beneficiary of the easements, rights and agreements set forth in this Agreement;

**WHEREAS**, Grantor has requested that, following the acquisition of Grantee’s Property by an Avanti Buyer, Avanti Buyer construct an additional sewer line (the “**Grantor Sewer Line**”) within that certain existing sanitary sewer easement located on Grantor’s Property, and established pursuant to that certain Sanitary Sewer Easement Agreement between Grantor and Gaillard Mervin, Inc., a North Carolina corporation (“**Mervin**”), dated August 19, 2003, recorded in Book 4780, Page 293, Cabarrus County, North Carolina Registry (the “**Existing Sewer Easement**”);

**WHEREAS**, provided that an Avanti Buyer acquires Grantee’s Property, AIA, for itself and such Avanti Buyer, has agreed to construct the Grantor Sewer Line upon the terms and conditions set forth in this Agreement; and

**WHEREAS**, Grantor, Grantee and AIA desire to execute and deliver this Agreement for the purpose of setting forth their agreement with respect to the foregoing matters.

**NOW, THEREFORE**, for and in consideration of the foregoing premises and the sum of Ten and No/100 Dollars (\$10.00) and for other good and valuable consideration, the receipt and sufficiency of which Grantor, Grantee and AIA acknowledge, Grantor, Grantee and AIA agree as follows: