

1. **Sewer Easement.**

(a) Grantor hereby grants, bargains, sells and conveys to Grantee a non-exclusive perpetual easement (the “**Sewer Easement**”) on, over, through, under and across the Easement Area. The Sewer Easement shall be for the purposes of constructing, installing, maintaining, repairing and replacing a sanitary sewer line and other related equipment and facilities (collectively, the “**Sewer Line**”) and tapping into, connecting to, using and maintaining any sanitary sewer lines or facilities, now or hereafter constructed on Grantor’s Property. The Sewer Easement shall be an appurtenance to Grantee’s Property and for the benefit of Grantee, its successors-in-title, successors and assigns.

(b) The Sewer Easement shall include the right of ingress and egress on, over and through Grantor’s Property as reasonably required for the purpose of construction, installation, operation, maintenance, use, inspection, repair, alteration, removal and replacement of the Sewer Line, together with the right to use and operate the same continuously and in perpetuity.

(c) Grantee shall have the full right and authority from time to time to lease, sell, assign, transfer, grant easements and convey to others, the estates, title, interests, rights and privileges granted or declared in this Agreement, in whole or in part, without the prior consent of Grantor or any other party. Without limiting and in addition to the foregoing, Grantee shall have the right from time to time to add additional property to be included within the definition of Grantee’s Property by amending this instrument without the prior consent of Grantor, or any other party, and without Grantor, or any party, signing such amendments.

(d) Through and including the completion of the construction and installation of the Sewer Line, the Sewer Easement shall also include a temporary construction easement on, over, through under and across that portion of Grantor’s Property extending thirty feet (30’) on each side of the of the center line of the Easement Area.

2. **Maintenance and Repairs.** Prior to such time as the Sewer Line is dedicated pursuant to paragraph 5 of this Agreement, Grantee shall, at its sole cost and expense, maintain, repair and replace the Sewer Line so that the Sewer Line remains in good repair and in a sound and functional condition.

3. **Use of Easement.** The Sewer Easement may be used by Grantee and its successors, successors-in-title and assigns and the tenants of Grantee’s Property (collectively, “**Grantee’s Parties**”). Grantor shall not take any action, and Grantor shall not permit or allow anyone under Grantor’s control, employment or supervision to take any action, which would block, impede or restrict in any manner whatsoever the use of the Sewer Easement by Grantee or Grantee’s Parties.

4. **Subdividing; Exercise of Rights.** Nothing herein shall prevent the subdivision of any portion of Grantor’s Property or Grantee’s Property, but all owners,