

tenants, subtenants and occupants of such subdivided property shall be bound by the provisions hereof and shall have the right and may exercise independently any and all of the rights, duties and privileges available under this Agreement.

5. **Dedication.** The parties acknowledge and agree that the Sewer Line may be dedicated to the appropriate governmental agency or instrumentality or an incorporated non-profit association now or hereafter formed for the purpose of maintaining and operating the Sewer Line and other facilities for the benefit of Grantee's Property and other property. The parties hereby agree to cooperate with one another to the extent necessary to facilitate such dedication or conveyance. Once the Sewer Line has been dedicated or conveyed and accepted for maintenance by such governmental agency or instrumentality or association, then, except to the extent of any outstanding liabilities or obligations under this Agreement arising prior to the date of such dedication or conveyance, the parties shall have no further rights or obligations hereunder in respect thereof.

6. **Indemnity.** Grantee shall indemnify, defend and hold harmless Grantor and its successors and assignees from and against any and all claims, suits, causes of action, losses, damages, costs and expenses (including attorneys' fees and expenses actually incurred) which arise out of Grantee's exercise of the rights and benefits granted in this Agreement.

7. **Construction of the Grantor Sewer Line.** (a) Provided that an Avanti Buyer acquires the Property, then such Avanti Buyer shall be responsible, at its sole cost and expense, for construction of the Grantor Sewer Line in accordance with the terms and conditions of this paragraph 7. The Grantor Sewer Line shall be constructed and installed at such time as, or immediately following such time as, Avanti Buyer constructs and installs the Sewer Line. The Grantor Sewer Line will be approximately 1500 linear feet in length extending a boundary of the Existing Sewer Easement, and will be a six inch (6") line with clean-outs every seventy five feet (75'). In addition, the Grantor Sewer Line will include seven (7) laterals (the "**Laterals**") extending two feet (2') beyond a boundary of the Existing Sewer Easement. Within ten (10) days following Avanti Buyer's request therefore, Grantor shall provide Avanti Buyer with a survey depicting the locations of the Laterals, and, if Grantor fails to timely provide such survey, Avanti Buyer shall have the right to install the Laterals in locations determined by Avanti Buyer, in its sole discretion. If Avanti Buyer is able to obtain a private sewer permit from the State of North Carolina (a "**Private Permit**"), then the Grantor Sewer Line will not be required to meet the applicable standards of the Town of Concord, North Carolina for a public sewer line (the "**Town Standards**"). If Avanti Buyer is unable to obtain a Private Permit, then the Grantor Sewer Line shall be constructed and installed in accordance with the applicable Town Standards. The Grantor Sewer Line shall tap into and connect with the Sewer Line, and shall terminate at the point labeled "**Termination of Grantor Sewer Line**" depicted on **Exhibit "B"**, attached hereto and made a part hereof by this reference. Following Avanti Buyer's completion of the initial construction and installation of the Grantor Sewer Line, Grantor shall, at its sole cost and expense, maintain, repair and replace the Grantor Sewer Line.