

(f) Grantor specifically acknowledges that Avanti Buyer's sole obligation pursuant to this paragraph 7 is the initial construction and installation of the Grantor Sewer Line. Without limiting the generality of the foregoing provision, Avanti Buyer shall have no duty, obligation or liability in connection with, and Grantor shall be solely responsible and liable for: (i) all maintenance, repair and replacement of the Grantor Sewer Line following the initial construction and installation thereof; (ii) constructing and installing all additional sewer lines and related equipment and facilities necessary to connect the Grantor Sewer Line to the residences now or hereafter located on Grantor's Property; and (iii) the payment of all tap and other fees, and the satisfaction of all other governmental requirements of any kind or nature whatsoever, applicable to the connection of the residences now or hereafter located on Grantor's Property to the Grantor Sewer Line.

(g) Notwithstanding any provision of this paragraph 7 to the contrary, Avanti Buyer shall not be deemed to have failed to timely complete the construction and installation of the Grantor Sewer Line if Avanti Buyer's failure so to complete is due to any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, acts of war, terrorism, delay occasioned by inability to obtain labor and materials (or reasonable substitutes therefor), delays by governmental agencies, civil commotions, fire or other casualties, unknown subsurface conditions (including, without limitation, the presence of hazardous materials, archeological and the historical resources (including artifacts) and unanticipated adverse soil conditions), delays caused by Grantor or its agents and other non-financial causes beyond Avanti Buyer's reasonable control (with any of the foregoing delays being individually called a "**force majeure delay**"). A force majeure delay shall excuse Avanti Buyer's performance of its obligations with respect to the construction and installation of the Grantor Sewer Line, and extend the Completion Deadline, for a period equal to the duration of such force majeure delay.

8. **Run with the Land; Binding Effect.** This Agreement and the rights, benefits and burdens herein shall run with the title to Grantor's Property and Grantee's Property, shall be appurtenant to Grantee's Property, and shall be binding upon, and shall inure to the benefit of, Grantor and Grantee and their respective successors, successors-in-title and assigns. With or without specific reference thereto, the conveyance of any interest in any portion of the areas affected by any of the easements granted or created herein shall be subject to the benefits and burdens hereby created to the same extent as if all of the terms of this Agreement were set forth in such conveyance in full.

9. **No Third Party Consents.** Notwithstanding that the easements created hereby may ultimately run to the benefit of tenants, subtenants, employees, invitees, agents, independent contractors, customers or guests of Grantee's Property, nothing contained in this Agreement shall imply that the consent of any such other beneficiaries is required in connection with an amendment, modification or termination of this Agreement or any approval or consent under this Agreement, unless expressly provided either in this Agreement or in an amendment or written instrument which is duly executed by the parties hereto, is recorded and makes reference to the recording information of this Agreement.