

Owner, in consideration of the County's release and conveyance of the Easement to Owner and termination of the Easement Agreement, agrees to release the County from any claim or claims Owner has or may have arising out of or related to the County's use of the Utility Easement Area, including, without limitation, the construction, installation, use, or maintenance of any facilities upon the Utility Easement Area.

The foregoing Recitals are incorporated into and made a substantive part of this instrument.

NOW, THEREFORE, for and in consideration of the agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. DEFINITIONS. All capitalized terms used in this instrument, unless defined within this instrument, shall have the meaning ascribed to such terms in the Easement Agreement.

2. RELEASE, CONVEYANCE, AND TERMINATION OF EASEMENT AND EASEMENT AGREEMENT. The County hereby releases and conveys the Easement to Owner and terminates and all rights granted to the County pursuant to the Easement Agreement so that, effective as of this date, the Easement Agreement is terminated and of no further force and effect.

3. REPRESENTATIONS OF OWNER. Owner represents and warrants that, by virtue of the Vesting Deeds, he is the present owner of the underlying fee interest in the Utility Easement Area and all property abutting the Utility Easement Area, and no other person or entity has any right of ownership or possession in the Utility Easement Area or any property abutting the Utility Easement Area.

4. RELEASE OF CLAIMS BY OWNER. Owner releases the County from any claim or claims, liabilities, demands, actions, or causes of action of any kind, whether absolute or contingent, due or to become due, disputed or undisputed, liquidated or unliquidated, at law or in equity, or known or unknown, which Owner has or may have against the County and/or any of the County's employees, agents, or representatives arising out of or that relate to the Easement and the Easement Agreement, including, without limitation, the use of the Utility Easement Area by the County, the construction, installation, use, or maintenance of any facilities upon the Utility Easement Area, including facilities remaining on the Utility Easement Area and the past or present condition of the Utility Easement Area.

[signatures begin on following page]