

grant and convey an easement over a portion of the Subject Property that is contiguous to the Existing Easement Area. The net result of the requested partial release of the Existing Easement Area and the grant of the additional easement area will be an enlargement and a reshaping of Grantee's total easement area.

- E. The parties desire to enter into this Agreement for the purpose of accomplishing the foregoing release and conveyance transactions and for setting forth the terms thereof.
- F. The foregoing recitals are hereby incorporated into and made a substantive part of this instrument.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the sum of Ten Dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee hereby agree as follows:

1. Reconfiguration of Utility Easement Area.

a) Conveyance of Reconfigured Easement Area. Grantor, for itself and its successors and assigns, hereby conveys to Grantee, together with its successors and assigns, an easement over, across, and under the entirety of the real property described on Exhibit A attached hereto (the "Reconfigured Easement Area") for the purpose of establishing and maintaining sewer and water utilities and facilities. The Reconfigured Easement Area is further reflected and shown on the drawing attached hereto as Exhibit B. Without limiting the generality of the foregoing it is acknowledged and agreed that Grantee shall have the right to erect, construct, install, maintain, alter, replace, relocate, increase, decrease, and remove sewer, wastewater, and water system lines, main, pipes, pumps, valves, fittings, parts, equipment, component systems, improvements, and other appurtenances associated therewith in, at, under, across, over, and/or through the Reconfigured Easement Area. The foregoing grant of an easement shall be irrevocable and of perpetual duration. Grantor shall not erect, install, or maintain any improvements or structures within the Reconfigured Easement Area, nor shall it allow any tenant or other person to do so, and Grantor agrees that it shall not obstruct or interfere with, or permit the obstruction or interference with, Grantee's use of the Reconfigured Easement Area.

b) Release of a Portion of Existing Easement Area. In consideration of the conveyance contained in Section 1(a) above, Grantee hereby releases, quitclaims, and reconveys to Grantor those portions of the Existing Easement Area that do not lie within the Reconfigured Easement Area.

2. Successors and Assigns. This Agreement shall be binding upon Grantor and its successors-in-interest with respect to the Reames Property, and this Agreement shall inure to the benefit of Grantee and his successors-in-interest with respect to the in the May Property.

3. No Partnership or Joint Venture. Nothing in this Agreement shall be construed to