

located upon the property of the Grantor. The easement for the storm water pipe is located along the North right-of-way of Butler Avenue and located along the South boundary of a 0.69 acre parcel retained by Grantor from a larger parcel conveyed to Grantee. The easement is more fully described and defined upon the attached Exhibit "A", which is incorporated herein by reference, and the easement thereon being labeled "Storm Water Pipe Easement".

3. Grantor hereby grants, bargains, conveys and sells unto Grantee, its assigns and successors in title, an easement on and over its real property as defined upon the attached Exhibit "A". The easement shall be 10' in width and 200' in length for the construction and maintenance of a surface water drainage swale across the property of the Grantor. The easement for the drainage swale is located along the Northeast boundary of the 0.69 acre tract retained by Grantor from a larger parcel conveyed to Grantee. The easement is more fully described upon the attached Exhibit "A", which is incorporated herein by reference, and the easement thereon being labeled "Surface Water Run-off Easement". Grantor hereby covenants and agrees that surface water run-off from the lands of the Grantee shall be accepted over and across the land of the Grantor as described herein.

4. Grantor hereby covenants and agrees that Grantee, its agents, contractors and employees may go upon the areas defined in the easements to construct said lines and thereafter to maintain said lines. Grantee hereby covenants and agrees that it shall restore the surface of the ground within the easement areas after construction or maintenance to its pre-existing condition, including any re-paving necessary.

5. The Grantee, its successors and assigns, understand that they shall be solely responsible for the maintenance of said easements and, further, the Grantor, its successors and assigns, shall have the right to cross said easements and to make curb cuts over the 30' easement along the Northern boundary of Butler Road. The Grantor herein shall be solely responsible for the maintenance and care of the curb cuts.

6. These easements shall be appurtenant to and run with the land of the Grantee in perpetuity.

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