

retaining and reserving for itself and its successors and assigns rights under the Drainage Easement for Lowndes County's drainage to continue to drain into and through and utilize the Drainage Easement.

NOW, THEREFORE, for and in consideration of the covenants, agreements, and promises herein, the foregoing premises, the sum of Ten Dollars in hand paid at and before the sealing and delivery of these presents, and other valuable consideration, the receipt whereof is hereby acknowledged, Lowndes County and Lake Park, intending to be legally bound hereby, each agree to the following terms and conditions:

1. Lowndes County does hereby transfer and assign unto Lake Park, and Lake Park does hereby accept and assume from Lowndes County, all the rights, title, interests, and obligations of "Grantor" in, to, and under the Drainage Easement; provided, however, and notwithstanding anything in this Agreement to the contrary, Lowndes County does retain and reserve for itself and its successors and assigns rights under the Drainage Easement for Lowndes County's drainage to continue to drain into and through and utilize the Drainage Easement.
2. Lowndes County makes no warranties relating to the Drainage Easement or this Agreement.
3. Lake Park shall indemnify and hold harmless Lowndes County from any obligations, costs, and claims arising on and after the date hereof from or relating to the Drainage Easement.

IN WITNESS WHEREOF, the parties hereto have signed and sealed this Agreement, by and through its authorized representatives, the day and year first above written.

[*signatures to follow*]