

(b) In connection with the construction and installation of the Grantor Sewer Line, Avanti Buyer shall have the right of ingress and egress on, over, through, under and across Grantor's Property as reasonably required for the purpose of the construction and installation of the Grantor Sewer Line.

(c) Notwithstanding any provision of this Agreement to the contrary (including, without limitation, paragraph 10 hereof), in the event that an Avanti Buyer has not acquired title to Grantee's Property and commenced construction of the Grantor Sewer Line on or before August 30, 2007 (as such date may be extended pursuant to paragraph 7(g)) (the "**Completion Deadline**"), then, Grantor shall have the right, as its sole and exclusive remedy, to terminate the Sewer Easement by recording an affidavit in the Cabarrus County, North Carolina Registry certifying that an Avanti Buyer has not so acquired title to Grantee's Property and commenced construction of the Grantor Sewer Line. Such affidavit may in no event be recorded prior to the business day following the Completion Deadline. Other than the right of termination set forth in this paragraph 7(c), Grantor hereby waives and releases any and all other rights and remedies in the event the Grantor Sewer Line is not constructed and installed. If, at any time following the execution and delivery of this Agreement, the Acquisition Contract is terminated, AIA shall give Grantor written notice thereof, and Grantee and AIA shall, upon the request of Grantor, execute and deliver a termination of this Agreement in recordable form. Conversely, upon each of the assignment of the Acquisition Contract by AIA to an Avanti Buyer, the acquisition of Grantee's Property by an Avanti Buyer and the commencement of the construction and installation of the Grantor Sewer Line, AIA or Avanti Buyer shall give Grantor written notice thereof, and, at the request of AIA or Avanti Buyer, Grantor shall execute and deliver an addendum to this Agreement in recordable form acknowledging such facts. If Grantor fails to execute and deliver such addendum within five (5) business days following such request, Avanti Buyer shall have the right to unilaterally execute and record such addendum.

(d) Grantee shall in no event be obligated to construct and install the Grantor Sewer Line.

(e) Grantor represents and warrants to Grantee and AIA that the construction and installation of the Grantor Sewer line in the Existing Sewer Easement will not breach or violate any of the terms and conditions set forth in the Existing Sewer Easement. Furthermore, in the event that Mervin asserts any such breach or violation in connection with the construction and installation of the Grantor Sewer Line, or in the event that Mervin takes action pursuant to the Existing Sewer Easement between the date of this Agreement and the construction and installation of the Grantor Sewer Line that would render the construction and installation of the Grantor Sewer Line impossible, impractical or unfeasible, then Avanti Buyer shall have no further obligation to construct and install the Grantor Sewer Line, and, notwithstanding any provision of paragraph 7(c) of this Agreement to the contrary, Grantor shall have no right to terminate the Sewer Easement.