

It is further agreed: that in the event that a building or other structure should be erected contiguous to said sewer pipeline, no claim for damages shall be made by the Grantors, their heirs or assigns, on account of any damage that might occur to such structure, building or contents thereof due to the operation or maintenance, or negligences of operation or maintenance, of said pipelines or their appurtenances, or any accident or mishap that might occur therein or thereto. All other special terms and conditions of this right of way are as follows:

(1) Haywood Commercial Development Company, a Limited Partnership, shall have the right to tie into said sewer pipeline or lines located in said right of way and easement provided they obtain any necessary authorizations and approvals from any concerned governmental bodies.

(2) Any sewer pipeline or lines installed in said right of way and easement shall be installed in such a manner and of such quality that approval from such governmental authorities as may have jurisdiction of the matter may be obtained for the placing of roads upon and over said sewer pipeline or lines whenever such approval may be sought.

Payment and privileges above specified are hereby accepted in full settlement of all claims and damages of whatever nature for said right of way.

IN WITNESS WHEREOF, the Grantors and Haywood Commercial Development Company, a Limited Partnership, have hereunto set their hands and seals this 9 day of November, 1979.

In the presence of:

Margaret A. Jones  
Harold R. Plummer

William R. Timmons, Jr.  
Walter W. Goldsmith

A. Marvin Patterson  
Barbara W. Bishop

Haywood Commercial Development Company, a Limited Partnership

By: [Signature]

Its: GENERAL PARTNER

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