

alter, remove, reconstruct, replace, lease, sublease, operate any and all buildings, structures, malls, shopping centers, corridors, halls, plazas, stores, offices, meeting rooms, places of public assembly whatsoever in its discretion upon, over and in those portions of Easement 2 within areas of the Greenville Mall which they in their discretion elect to use or enjoy for such purposes, provided that in the portions of Easement 2 used for improvements or plantings, Grantor shall provide concrete encased conduit according to the specifications of Grantee. Conduit shall not be required under parking areas with asphalt or blacktop paving.

Grantee will repair, replace and maintain said electric distribution system at its own expense and in connection with any repair, replacement or maintenance of said system, shall promptly restore Easement 1 and Easement 2 to the same condition as nearly as possible as existed prior to such repair, replacement or maintenance, provided, however, that the Grantee shall not be responsible for the expense of any repair, replacement, maintenance or restoration of improvements in the event said expense is the result of or occasioned by the negligent act or omission of the Grantor, its successors, assigns, employees, agents, patrons, licensees, permittees or persons under its control; and provided further that Grantee shall not be responsible for the expense of repair, replacement, maintenance or restoration of improvements where Grantor has failed to provide concrete encased conduit as required hereunder.

It is further agreed that in consideration of the grant of Easement 1 and contingent upon said grant being free and clear of all liens and encumbrances, Grantor does hereby release, discharge and quitclaim the property herein described and identified as "Greenville Mall" from the effect and operation of the following right-of-way agreements:

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