

erect, construct, repair, 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.

The parties mutually understand and agree that the Grantor, in the exercise of the rights herein specified with respect to its use of Easements 1 and 2, as herein defined, shall not unreasonably interfere with the rights conferred upon the Grantee with respect to said easements nor shall Grantor damage the facilities or equipment of the Grantee located within said easements.

Grantee will repair, replace and maintain said electrical and/or electronic communication transmission and 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.

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