

of the City and/or its grantees, successors and assigns to make any use of said strip, including the air space above it as long as such use does not interfere with the use of said space for ingress and egress. The easement herein granted is for the benefit of and appurtenant to that land or any portion thereof owned by Finlay limited and shall exist for the period of time specified herein, and run with the land of the City of Greenville, South Carolina, and inure to Finlay Limited, a General Partnership, its successors, assigns, invitees, guests and licensees.

City does also herewith grant to Finlay temporary easement for the purpose and uses above and herein set forth, which temporary easements are generally shown on Exhibit "B" attached hereto and made a part hereof, subject to termination as set forth in paragraph 3 of this agreement.

It is understood and agreed that the easements herein granted shall be subject to the following:

1. That Finlay deposit in escrow the sum of Thirteen Thousand Four Hundred (\$13,400.00) Dollars to be used for the relocation of sewer lines and grease trap, and to redesign and enclose the existing firestairs in a manner mutually acceptable to the City and Finlay, it being contemplated by the parties hereto that the City, its successors or assigns, may develop and servient parcel, including land encumbered herein, for use as a single or multi-story building or for other use and the improvements to sewer lines and fire escape described above shall be designed in such a manner as to allow for the maximum utilization of the City's parcel and still provide for Finlay's easement as described herein.

2. The temporary easement hereby granted and shown on Exhibit "B" attached and made a part hereof shall continue until such time as the activity as described in paragraph 1 above shall be completed.

3. It is agreed that the easements granted hereunder shall terminate at such time as the building presently located on the property of Finlay Limited shall be demolished and/or destroyed, or in the event that Finlay, its successors and assigns, shall fail to comply with the conditions and/or obligations provided for in the grant of this easement.

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