

shall be subject to the agreement of the Developer and Belk. At the request of either the Developer or Belk, the parties hereto will enter into an agreement, in recordable form, describing the foregoing easements in accordance with a survey which shall be made at the expense of the party requesting such agreement. The foregoing easements shall terminate upon the demolition of the building located on the Site which is benefited by said easement but shall not be affected by a termination of this Agreement or the demolition of the building which is located on the Site which is burdened by said easement.

Section 3.04. Easements for Common Footings and Encroachments. In the event the Developer and Belk agree to use a common footing for the mutual support of the wall of the Belk Building and the Mall and the store buildings on either side thereof, each of which adjoin the other, Belk and the Developer hereby grant, each to the other, for the benefit of the Belk Site and the Developer Site, the mutual and reciprocal right and easement to install and maintain such footings and underground supports necessary in connection with the construction of the Developer Facilities and Belk Facilities on and under the Developer Site and the Belk Site which footings and supports shall not extend horizontally more than six (6) feet under the Site which is burdened thereby; provided, however, that the location and dimensions of the foregoing easement shall be subject to the agreement of the Developer and Belk. At the request of either the Developer or Belk, the parties hereto will enter into an agreement, in recordable form, describing the foregoing easement in accordance with a survey which shall be made at the expense of the party requesting such agreement. The foregoing easement shall terminate upon the demolition of