

(a) Use and Access for Repairs, Etc. 600.1161-528

The use, at City's expense, of such portion or portions of the Superstructure, the Equipment located within the Superstructure, the facilities appurtenant thereto, and such rights of way in, on, around, and through the Superstructure as may be reasonably necessary or convenient fully to use, occupy, maintain, service, repair, renew, make replacements of, and rebuild the Main Building and any portion thereof, any Equipment located in the Main Building either for the exclusive use of the Main Building or joint usage for the benefit of the Main Building and the Superstructure, the roof to be constructed by City over an atrium depicted in the Greenville Commons Plans (which will be supported by and partially constructed upon the top of the Superstructure), and any other improvements, landscaping, or other facilities or personal property placed upon or built upon any portion of the City Land. Notwithstanding any other provision herein to the contrary, the uses and easements reserved in this subparagraph shall be limited to those which are included within or substantially similar to the uses, systems, specifications, and plans affecting the Main Building, the City Land, and the Equipment servicing same which are incorporated into the Greenville Commons Plans, as modified from time to time at the request of Camel (or its lessees, successors or assigns) by the architects named above, or any other architects retained for the purpose of modifying such plans. The limitations expressed in the preceding sentence shall not be altered by any substantial modification in the Greenville Commons Plans unless such substantial modifications shall have been previously approved by City and Camel; and City and Camel, for themselves, their respective lessees, successors and assigns, covenant that their approval shall in no event be unreasonably withheld.

(b) Ingress and Egress - General

Such rights of way and easements through, in and under such portions of the Superstructure and the parcels of land and air rights granted to Camel herein as may be necessary or convenient for City, its lessees, successors and assigns, and all invitees of any of them, and all other persons not prohibited by City, its lessees, successors and assigns, to have ingress to and egress from certain portions of the ground level and the second level of the Main Building and other buildings to be constructed by City pursuant to the Greenville Commons Plans. The specific dimensions of the easements required to guarantee access to such areas are shown on the two surveys hereinabove described, identified as the "Level One - Easements" and the "Level Two - Easements" surveys, and shown on said surveys, according to the Legends thereof, as the "Easements from Camel Company to City of Greenville."

As to those portions of said easements which affect property of Camel not conveyed to Camel by this instrument (i.e., property already owned by Camel and designated as parcels 7 and 8 on the Ownership Plat), CAMEL, BY ITS EXECUTION OF THIS INSTRUMENT, HEREBY GRANTS, SELLS, SETS OVER, AND RELEASES UNTO THE CITY, its successors and assigns, a nonexclusive easement across those portions of its property designated for such easements as stated above on either of the two aforesaid Easements surveys, for the purposes described in this subparagraph (b) and subparagraphs (c) and (d) below.

(c) Access and Egress - Level One

The primary purpose of that portion of the easements shown on the LEVEL ONE - Easements survey designated as E-11 is to provide access and egress through one or more hallways to be constructed within the property conveyed to Camel herein, leading to various portions of the Main Building from North Main Street

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