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constructed by Ball on the Premises. The permanent easements, licenses and/or rights-of-way shall provide access for the use and maintenance of proper drainage; provided however, that Ball and U. S. Shelter agree to use their best efforts to encumber no more land within said drainage easements than is reasonably necessary for Ball to achieve adequate drainage of surface water; and

(D) U. S. Shelter agrees not to encumber Ball's property by any easements, licenses, and/or rights-of-way for any purposes, except those easements that may lie within the rights-of-way of public roads. The I-85 North Industrial Center Restrictive Covenants and Easements shall be subject to this Agreement.

(E) U. S. Shelter shall not locate or permit to be located in the I-85 North Industrial Center any business entity that creates loud noise, noxious odors, vibrations, or which generates dust or particulate matter, smoke (as prohibited by local, state and federal laws and regulations), or fumes into the atmosphere through day-to-day operations. The I-85 North Industrial Center Restrictive Covenants and Easements shall be subject to this undertaking.

2. Ball agrees that it will designate and communicate to U. S. Shelter the legal description of the easements, licenses, and/or rights-of-way to be granted pursuant to paragraph 1 above.