

buildings on either side thereof, the location of such columns shall, to the extent they are adjacent to the wall of the Mall and the store buildings, be subject to the prior approval of the Developer. The foregoing easements are not intended to create a common party wall and shall terminate upon the demolition of the Belk Building but shall not be affected by a termination of this Agreement.

Section 3.03. Easements for Footings and Encroachments. The Developer and Belk intend to confine the location of the Developer Facilities and Belk Facilities to the limits of the Developer Site and Belk Site respectively, provided, however, it is recognized that this result is not always achieved in a multi-ownership shopping center development. Accordingly, Belk and the Developer hereby grant, each to the other, for the benefit of the Belk Site and the Developer Site, as the case may be, the right and easement (i) 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, as the case may be, which footings and supports shall not extend horizontally more than six (6) feet under the Site which is burdened thereby and (ii) subject to the prior approval of the parties hereto, to permit the installation, maintenance and repair of canopies, roofs, building overhangs, exterior light fixtures, signs, pillars and other similar projections and encroachments over and across the Developer Site or the Belk Site, as the case may be, but only to the extent that said projections and encroachments shall extend over the Developer's Site or the Belk Site, as the case may be, after the completion of all construction thereof; provided, however, that the location and dimensions of the foregoing easements