

paved surface areas and ditches or other acceptable means, in, upon, through, over, under and across the Easement Area so as to outlet, drain or flow into the drainage facilities provided all surface water accumulating on the Easement Areas;

(e) The privilege and right, where necessary and consistent with the development scheme of the Tracts to do the following:

(1) As to Parcels A and B extend footings and other underground improvements necessary for wall and building support into various portions of the Easement Areas;

(2) To join together all eaves, soffits, canopies and other design and construction elements necessary for a unified and continuous exterior elevation design in conformance with the improvements currently erected upon a portion of the Parcels;

(3) To join together by abutting the individually constructed building walls necessary for the construction of the aforesaid building improvements;

(4) To use any side wall constructed as a common party wall wherein a separate building wall does not have to be constructed. Any building erected wherein such sidewalls are used will be constructed in accordance with the appropriate building and fire codes, and any building so erected will not be used for any purpose which would create an undue fire hazard and/or cause an increase in the insurance premiums for the building permitting the use of its sidewalls. Each party further agrees to share in the cost of maintaining and repairing any sidewall(s) so used on a reasonable basis in accordance with the facts and equities as involved in such maintenance and repair.

(5) Any use made under the provisions of this subparagraph shall result in the construction of additional buildings and improvements which are harmonious and compatible with the exterior design of the buildings and improvements existing upon the applicable portions of the Parcels as of the date of this instrument. Before any such use is made under the terms and provisions of this subparagraph, the party desiring to construct such buildings or other improvements shall submit a set of architectural plans and drawings, showing sufficient details of the proposed construction to indicate whether or not same is in conformance with the terms hereof. The party receiving such plans and drawings will have 15 days in which to accept the plans and drawings. If such plans and drawings are not acceptable to the receiving party, then written notice will be given to the other party stating the objections and what procedures are necessary to cure the objections. Failure by the receiving party to so respond within 15 days after the receipt of said plans and drawings shall constitute acceptance under the terms and conditions of this subparagraph.

The Easements and rights herein granted may be amended, altered or changed by mutual agreement of Bi-Lo and Greenville, subject to the prior written approval of any tenant and/or mortgagee. Such mutual agreement will be evidenced by a written instrument duly recorded at the same place as this instrument.

TO HAVE AND TO HOLD as appurtenant to the Easements and rights hereby granted at all times hereafter, forever for Bi-Lo and Greenville and their respective successors or assigns.

3. Bi-Lo and Greenville shall keep and maintain in good order and repair the various elements of the Easement Areas, and