

(d) The Parties agree to take all safety measures as may be necessary to protect each other and their agents, servants and employees and customers from injury or damage caused by or resulting from construction work on their respective Parcels. In no event shall Parcel II be used or utilized in any manner in connection with any construction work being done by any party (other than the owner of Parcel II) on adjacent property.

(e) The Parties have executed and approved a common grading elevation and drainage plan, the provisions of which are incorporated herein by reference. The Subject Property shall be developed in accordance with said approved common grading, elevation and drainage plan.

(f) Second Party shall obtain mutually acceptable bids from a contractor for the construction of storm drains, sewer lines and fire water lines for the Subject Property and a contract shall be let to the lowest, qualified competent bidder. Each Party shall pay a prorata share of the cost of the construction and installation of such drains and lines upon the satisfactory completion thereof based upon the respective land area in said Parcels I and II.

4. Service Facilities Areas and Building Areas

(a) Areas designated "Building Areas" on Exhibit "A" (Building Areas) represent the only areas on Parcel I and Parcel II where buildings or other structures, including outside sales areas may be built; however at all times (i) there shall be maintained on Parcel I sufficient paved area so that for each one (1) square foot of floor area in the building(s) and outside sales areas located in such parcel there shall be at least three (3) square feet