

c. West River Street Strip Sidewalk. Grantee agrees to construct the sidewalk (the "West River Street Sidewalk") and curbing in the strip of West River Street conveyed by Grantor to Grantee on even date herewith. In the event Grantee has not completed the West River Street Sidewalk by December 31, 2018, Grantor may complete the West River Street Sidewalk and assess Grantee for the cost thereof which shall be paid within thirty (30) days of such assessment.

d. MLK, Jr. Park. Grantee agrees to construct a green space at the northern terminus of the MLK Extension, and to locate therein a commemorative statue of Dr. Martin Luther King, Jr., acceptable in form and size to the Grantor (the "MLK, Jr. Park"). Grantee shall have the right, at Grantee's expense, to provide security for the MLK, Jr. Park for such hours and on such terms as Grantee shall deem appropriate in its sole discretion. Grantee agrees that all costs of construction and maintenance of the MLK, Jr. Park shall be borne by Grantee.

e. Existing Utility Facilities. Grantee shall relocate, at Grantee's expense, any utilities in the right of way of the MLK Extension which relocation may be necessary or appropriate to effectuate the improvements made by Grantee under this Agreement.

f. Plans and Specifications. As of the date of this Agreement, Grantee has submitted construction plans and specifications for each of the Storm Water Facilities, the Walkway, the MLK, Jr. Park, and all other construction and building plans associated with the Project prepared by Thomas and Hutton, last revised July 29, 2016. Grantor has approved the plans and specifications, and Grantee may commence construction of the Walkway and the MLK, Jr. Park in conformity therewith.

g. Costs of Construction. Except as otherwise provided herein, all of the costs of construction for the Walkway, MLK, Jr. Park, and hardscape and landscape in the Easement Area shall be borne by Grantee. The value of such improvements when completed will be equal to or greater than the Easements granted herein by Grantor.

h. Successors and Assigns. All of the rights, privileges, and easements granted under this Agreement shall continue as long as Grantee, its successors or assigns, use the Easements to support and maintain the Grantee Property. Grantee shall have the right to revise and modify the improvements located on the Grantee Property described herein in the event the improvements on the Grantee Property are damaged, destroyed or otherwise demolished, provided that the improvements are rebuilt or restored.

4. Grantee's Insurance. Grantee shall obtain and maintain commercially reasonable policies of insurance as may be reasonably requested by Grantor. Grantor further agrees that all general contractors and subcontractors working on behalf of Grantee shall have substantially the same insurance coverage. Grantor shall be named as an additional insured on all such insurance policies.