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telephone lines and storm drainage and sanitary sewer lines, pipes, conduits and wires underground through the Entire Premises at such locations as shall be approved by the Developer and each of the Department Stores.

3. Utility Easements Benefiting the Adjoining Premises. The Developer, Penney, Federated and Sears do hereby grant and convey to New South and its heirs, successors and assigns, for the benefit of the Adjoining Premises, subject to the limitations set forth in Paragraph 4 hereof, a perpetual, mutual, reciprocal and nonexclusive easement, license, right and privilege to use any Utility System located on the Entire Premises upon completion of the installation thereof and to maintain and repair any Utility System providing service to the Adjoining Premises.

4. Limitations. The Developer, Penney, Federated, Sears, New South and Haywood do hereby agree that, upon completion of the installation of any Utility System, the easement with respect thereto shall be limited to a uniform thirty (30) feet in width, being fifteen (15) feet on each side of the centerline of such Utility System which centerline will be more particularly described by a survey thereof to be obtained by the Developer upon completion of the installation thereof, a true copy of which shall be delivered by the Developer to each of the Department Stores, New South and Haywood. It is intended that the easements granted under Paragraph 2 and 3 hereof shall be binding and effective without the requirement for any further amendment to this Easement Agreement; provided, however, that in the event the Developer or any of the Department Stores require that this Easement Agreement be amended to establish the specific location of the Utility System, or any of them, the Developer, Penney, Federated, Sears, New South and Haywood agree to execute an amendment to this Easement Agreement for such purpose and cause the same to be recorded in the Office of