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grantee or beneficiary shall have the right to recover from the condemning authority consequential damages suffered by reason of such taking.

9. Dedication. Notwithstanding anything contained in any other provision hereof to the contrary, any easement or right herein granted shall terminate and be of no further force or effect upon the dedication to, and acceptance of such easement or right granted hereunder by (i) the appropriate governmental authority, (ii) a private utility company or (iii) a quasi-public utility company providing such service; provided, however, that any dedication and acceptance of a portion of any such easement or right shall not affect the validity and effect of the easements and rights which are not dedicated and accepted. In the event of a dedication as contemplated in this Paragraph 9, the parties hereto shall be released from any further obligation or liability hereunder with respect to the easement dedicated.

10. Structures Within the Adjoining Premises. New South agrees that no building or structure containing more than one (1) story or being in excess of twenty (20) feet in height above grade level shall hereafter be erected, placed or located on that portion of the Adjoining Premises which is identified and designated as "Parcel 1" on the Easement Survey attached as Exhibit "H" hereto. New South further agrees that any parking area for vehicles located on the Adjoining Premises shall be constructed and maintained thereon to provide not less than five and one-half (5.5) parking spaces for each 1,000 square feet of floor area within any building or structure located thereon. The Adjoining Premises shall be burdened by the foregoing restrictions for a period equal to the term of the Operating Agreement among the Developer, Penney, Federated and Sears of even date herewith unless sooner terminated by operation of law.