

FEDERATED

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Building to the Mall and the store buildings without any obligation by Federated to pay the Developer any amount or sum for such right. The Developer agrees it will provide, at its cost, reglets or similar devices in the exterior walls of the Mall and the store buildings on either side thereof to receive the flashing on the Federated Building. Otherwise the Developer shall have no obligation to Federated to contribute to the payment of the cost of attaching the Federated Building to the Mall and the store buildings. The flashing on the Federated Building shall be installed by Federated; provided, however, that the installation thereof shall not be made until detailed plans therefor shall have been submitted to and approved by the Developer. Federated shall repair, at its sole cost and expense, any damage to the Developer Facilities caused by Federated attaching the Federated Building to the Mall and the store buildings and shall indemnify and hold the Developer harmless from any and all claims, liability, cost and expense, whether in connection with personal injury, property damage or otherwise, which results or arises out of attaching Federated Building to the Mall and the store buildings. Notwithstanding the foregoing, Federated shall not, without the prior approval of the Developer, utilize any portion of the Developer Facilities for any load bearing function. In the event the Developer approves a load bearing function, Federated shall reimburse Developer for any additional expense incurred by the Developer by reason thereof. The foregoing easements shall terminate upon the demolition of the Federated Building provided the Federated Building is not rebuilt within two (2) years after the date of such demolition but shall not be affected by a termination of this Agreement.

Section 3.03. Easements for Footings and Encroachments. The Developer and Federated intend to confine the location of the Developer Facilities and Federated Facili-