

are sometimes hereinafter referred to collectively as the "DP-17 Easements."

1.2 DP-17 hereby grants and conveys to DIC, its successors and assigns, a non-exclusive right and easement for vehicular and pedestrian passage, travel and traffic, parking and the operation, maintenance, repair and replacement of utility facilities (including, without limitation, electricity, gas, telephone, water, sewerage and storm water drainage) over, upon and across those certain areas of the Leased Land currently utilized for the purposes set forth above, as shown on the Leased Plat. The aforesaid easements are sometimes hereinafter referred to collectively as the "DIC Easements."

1.3 The DP-17 Easements shall benefit and be appurtenant to the Leased Land, and shall be binding upon and run with the Remaining Land and every portion thereof. The DIC Easements shall benefit and be appurtenant to the Remaining Land, and shall be binding upon and run with the Leased Land and every portion thereof.

2. Maintenance; Costs. DIC shall maintain the unimproved portions of the Overall Parcel in a manner reasonably acceptable to DP-17. All Maintenance Costs, as herein defined, incurred by DIC in maintaining the Overall Parcel shall, subject to the reimbursement provisions of Paragraph 2.2 below, be paid by DIC. As used herein, the term

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