

but the remaining portion of said lot is unencumbered, said remaining portion being shown as Tract No. 2 on said plat; and

WHEREAS, The property of Center, Inc., is being developed as a shopping center under an over-all architectural plan with adequate parking space; and

WHEREAS, It is the desire of McPherson and Center, Inc., to allow the aforesaid property of McPherson to tie into said Center under the terms of this Agreement,

NOW, THEREFORE, In consideration of the premises and the covenants and agreements herein contained, IT IS MUTUALLY AGREED AS FOLLOWS:

(1) Tract No. 2 shown on the attached plat shall have access to the Center and will be fully paved by McPherson in the same manner as the present paving of the Center and as a part thereof. This parking and that of the shopping center will be in common for the joint use of the parties hereto and persons rightfully using said shopping center. Except upon written consent of the parties hereto, no other property or buildings will have access to or use of this parking area or the parking of the shopping center except the property hereinafter referred to in Paragraph 4 hereof.

Center, Inc.  
C. W.  
Treas.

(2) A private alley-way thirty (30) feet in width along the southern line of Tract No. 1 as shown on said plat will be provided for the joint use of the persons occupying Tracts F and G and for the use of the occupants of the property on the south side of said alley and the use of Center, Inc., its