

provided such relocation shall not interrupt the utility services to the portion of the Subject Property served by such sewer, main or line so to interfere with the operation of business thereon or so as to create any health hazards and shall not reduce or impair the usefulness or function of such utility. Any interruption shall be as brief as possible and all Parties shall use all reasonable efforts to avoid any interruption. Any work done hereunder shall be performed using all reasonable efforts to minimize interference with the operation of the businesses on the Subject Property.

(e) First Party hereby grants to Second Party a perpetual easement to maintain footings, foundations, eaves, walls, and roof overhang to the extent they may encroach upon Parcel I and provided, however, such easement is limited to an encroachment of six (6) inches for foundation and walls, and three (3) feet for footings and roof overhang.

(f) First Party hereby grants to Second Party and to its successors and assigns an easement to pave the area labelled "Optional Paving Area 60' Temporary Easement" and "25' Temporary Easement" on Exhibit "A" and to use said areas for ingress and egress to Parcel II. This easement is a temporary easement and shall be discontinued after construction has been completed on Parcel I it being intended that this easement is solely for the benefit of Parcel II and shall not modify any other easements granted hereunder. The cost of paving the portion of the said temporary easement labeled "Optional Paving Area 60' Temporary Easement" shall be paid to Second Party upon commencement of construction on Parcel I.

(g) Second Party is hereby granted the right and easement to remove fill and materials from Parcel I to Parcel II in conformance with the common grading, elevation and drainage plan referred to in Section 3(e) hereof.

(h) It is specifically understood that no party wall easements are granted hereunder.