

current status thereof, percentage of completion thereof, and conformity thereof to such Plans and Specifications and the approximate number of days required to complete the same.

5.7 PAVING SERVICE AREA. DEVELOPER understands that, as shown on Exhibit A, there shall be a 60 foot by 60 foot service area (SERVICE AREA) adjacent to MERCANTILE BUILDING. DEVELOPER, as a part of DEVELOPER'S construction, and at DEVELOPER'S expense, will pave the SERVICE AREA by the date set forth in Exhibit E.

5.8 CONSTRUCTION EASEMENTS. THE PARTIES hereby grant to each other nonexclusive easements in, to, over, under and across their respective tracts to the extent necessary in initial development and construction and, thereafter, over common roads, walks or means of ingress and egress to the extent necessary during the term of this AGREEMENT for the performance of maintenance upon, for the making of repairs to, for the making of construction alterations, additions or improvements to, or for the replacement in whole or in part of, their respective buildings. Each of THE PARTIES covenants and agrees that its exercise of such easements shall not result in injury or death to persons or destruction or damage to the buildings or other improvements of the other, and that it shall defend, hold harmless and indemnify the other against any claims, causes of action, damages, costs, attorneys' fees, or expenses, and promptly repair any damage or destruction of property as to the same; and each agrees its exercise of such easements shall not interfere with construction as to, and/or the business operations conducted in the SHOPPING CENTER. The easements granted in this 5.8 shall terminate and expire at the termination of this AGREEMENT.

ARTICLE VI

EASEMENTS

6.1 EASEMENTS IN MERCANTILE EASEMENT AREA. DEVELOPER hereby grants to MERCANTILE, for the use of MERCANTILE, its officers, agents, employees, customers, invitees and licensees, a non-exclusive easement

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