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located. Upon completion of construction of such utility facilities referred to in 6.3 and 6.4 MERCANTILE and DEVELOPER shall join in the execution of an Agreement, in recordable form, appropriately identifying the type and location of such respective utility facility.

6.6 EXCLUSIVE EASEMENT. DEVELOPER hereby grants to MERCANTILE, for the use of MERCANTILE and its agents, invitees and licensees the exclusive easement and right to use and enjoy the "truck loading area" adjacent to the MERCANTILE TRACT, and so designated on Exhibit A annexed hereto.

6.7 STAGING AREA. During all times that MERCANTILE is constructing, remodeling, or enlarging the MERCANTILE BUILDING, MERCANTILE shall have an exclusive easement for a staging and storage area of a size adequate to accommodate the construction or remodeling then in progress on DEVELOPER TRACT, adjacent to MERCANTILE TRACT in the area lying to the west of the western line of MERCANTILE TRACT and lying north of the southern line of MERCANTILE TRACT as both of such lines are extended to the boundaries of ENTIRE PREMISES. MERCANTILE shall not suffer or cause the same to be in disrepair or constitute an eyesore, nuisance, or hazard; and it may, at its option and expense, fence off the staging and storage area provided that, upon completion of construction, remodeling or enlarging, as the case may be, MERCANTILE will remove such fence and repair any damage caused by such fence or MERCANTILE'S use of such area.

6.8 FOUNDATION EASEMENTS. MERCANTILE and DEVELOPER each hereby grant to the other non-exclusive easements in, to, over, under and across their respective tracts for common building components, footings, foundations, supports and common walls, canopies, roof and building overhangs, awnings, signs, lights and lighting devices, and other similar appurtenances, all as are shown in the working drawings approved pursuant to this Agreement or approved pursuant to any other agreement hereafter executed by both MERCANTILE and DEVELOPER. MERCANTILE and DEVELOPER each covenant and agree that their exercise of such easements shall not result in damage or injury to the buildings or other improvements of the other party and shall not interfere with the business operation conducted by the other party.

6.9 MECHANIC'S AND OTHER LIENS. DEVELOPER and MERCANTILE respectively covenant and agree to keep or cause to be kept ENTIRE PREMISES and MERCANTILE TRACT and the improvements thereon, free and clear of and from any and all mechanic's, materialmen's and other similar liens arising out of or in connection with the operations or other

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