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South as the owner of the Adjoining Premises desire to grant, each to the other, for the benefit of each and every Site and the Adjoining Premises certain perpetual rights of use, maintenance, repair and replacement of utility and drainage facilities to be located upon or under the Entire Premises.

NOW, THEREFORE, the Developer, Penney, Federated, Sears and New South and Haywood for themselves and their legal representatives, successors and assigns, hereby grant, convey, covenant and agree as follows:

1. Permanent Access Easement. The Developer, Penney, Federated, Sears and New South do hereby grant and convey, each to the other, and to the heirs, successors and assigns of each, for the benefit of each and every Site and the Adjoining Premises, subject to the limitations set forth in Paragraph 4 hereof, a perpetual, mutual, reciprocal and nonexclusive easement, license, right and privilege of passage and use, both pedestrian and vehicular, for the purpose of ingress and egress upon, over and across any and all portions of the Permanent Access Easement. The Developer, Penney, Federated, Sears and New South may grant the benefit of the easement, license, right and privilege granted pursuant to this Paragraph 1 to the tenants, customers, employees and invitees of such party.

2. Utility Easements Benefiting the Entire Premises. The Developer, Penney, Federated and Sears do hereby grant and convey, each to the other, and to the heirs, successors and assigns of each, for the benefit of each and every Site, subject to the limitations set forth in Paragraph 4 hereof, a perpetual, mutual, reciprocal and nonexclusive easement, license, right and privilege to install, use, maintain, repair, replace and relocate all utility facilities (herein individually and collectively referred to as the "Utility System") including water, gas, electric and