

incurred by the Developer by reason thereof. In the event the roof of the Sears Building shall be designed to be supported by independent columns rather than the adjacent wall of the Mall and the store buildings on either side thereof, the location of such columns shall, to the extent they are adjacent to the wall of the Mall and the store buildings, be subject to the prior approval of the Developer. The foregoing easements are not intended to create a common party wall and shall terminate upon the demolition of the Sears Building but shall not be affected by a termination of this Agreement.

Section 3.03. Easements for Footings and Encroachments. The Developer and Sears intend to confine the location of the Developer Facilities and Sears Facilities to the limits of the Developer Site and Sears Site respectively, provided, however, it is recognized that this result is not always achieved in a multi-ownership shopping center development. Accordingly, Sears and the Developer hereby grant, each to the other, for the benefit of the Sears Site and the Developer Site, as the case may be, the right and easement (i) to install and maintain such footings and underground supports necessary in connection with the construction of the Developer Facilities and Sears Facilities on and under the Developer Site and the Sears Site, as the case may be, which footings and supports shall not extend horizontally more than six (6) feet under the Site which is burdened thereby and (ii) subject to the prior approval of the parties hereto, which approval shall not be unreasonably withheld, to permit the installation, maintenance and repair of canopies, roofs, building overhangs, exterior light fixtures, signs, pillars and other similar projections and encroachments over and across the Developer Site or the Sears Site, as the case may be, but only to the extent that said projections and encroachments shall extend over the