

I and Phase II, as the case may be, their successors and assigns, shall be responsible for maintenance of all utility underground cables and conduits, sewer and water lines within the boundary lines of said Common Area.

3. For the rights of ingress and egress from time to time by foot or vehicular traffic over the areas lying within the boundary of the Common Area, provided however the owners or lessees of Phase I and Phase II shall be responsible for the maintenance of any driveways on such Common Area.

It is the intent of this instrument to provide to Phase I and Phase II a non-exclusive appendant appurtenant easement which shall run with the land and which easement is essentially necessary for the enjoyment, use and development of Phase I and Phase II and is also for the mutual benefit of Phase I and Phase II. The easement created herein is for commercial purposes and is transferable by Edgewood, its successors and assigns by deed, mortgage or lease, in connection with any transfer or lease of the premises constituting Phase I and/or Phase II.

The easement provided for herein shall inure to the benefit of, and shall be binding upon the successors, successors in title, agents, heirs and assigns to the parties hereto, and shall remain in full force and effect and shall be binding upon and enforceable by any and all of the parties hereto, their agents, heirs, successors or assigns or any other person or persons owning or having an economic interest in Phase I or Phase II.

For purposes of the easement granted herein, a lessee of the property constituting Phase I and/or Phase II shall

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