

6/14/78

VOL 1987 PAGE 600

and the other Department Stores of the completion of the construction of such parking area. The easement granted by this Section 1.10 shall also terminate and expire on the date of the expiration or earlier termination of this Agreement or upon the date of any transfer of title to a public authority as a result of condemnation or the threat thereof. Notwithstanding the exclusion of the Federated Site from the terms of this Agreement the termination of the Supplemental Operating Agreement between the Developer and Federated, the easement granted to the Developer pursuant to this Section 1.10 and all of the Developer's obligations with respect to the Easement Premises pursuant to the provisions of this Section 1.10 shall survive such exclusion and termination, remain in full force and effect, and the Developer shall remain liable to Federated and the other Department Stores for the performance thereof for the term of the easement granted by this Section 1.10. In the event of a taking of all or any portion of the Easement Premises which is of the character contemplated under Section 5.02 hereof, the parties agree that, notwithstanding anything contained in Section 5.02 hereof to the contrary, such taking shall be deemed a taking of the Federated Site and a taking of the Developer Site for the purpose of Section 5.02 hereof.

Section 1.11. Unavoidable Delays. The time within which any party hereto shall be required to perform any act under this Agreement, other than the payment of money, shall be extended by a period of time equal to the number of days during which the performance of such act is delayed by Unavoidable Delays.

ARTICLE II

DEVELOPMENT PHASE

Section 2.01. Construction of Developer Facilities. The Developer shall commence and prosecute with due diligence to completion, at its sole cost and expense, the