

FEDERATED
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ties to the limits of the Developer Site and Federated Site respectively, provided, however, it is recognized that this result is not always achieved in a multi-ownership shopping center development. Accordingly, Federated and the Developer hereby grant, each to the other, for the benefit of the Federated 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 Federated Facilities on and under the Developer Site and the Federated 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 Federated Site, as the case may be, but only to the extent that said projections and encroachments shall extend over the Developer's Site or the Federated Site, as the case may be, after the completion of all construction thereof; provided, however, that the location and dimensions of the foregoing easements shall be subject to the agreement of the Developer and Federated. The party whose projections and encroachments extend over the Site of the other party agrees to maintain at its cost and expense, said projections and encroachments. At the request of either the Developer or Federated, the parties hereto will enter into an agreement, in recordable form, describing the foregoing easements in accordance with a survey which shall be made at the expense of the party requesting such agreement. The foregoing easements shall terminate upon the demolition of the building located on the