

Premises for the purpose of inspecting said lines and facilities, making necessary repairs and alterations thereon, provided, however that the premises are restored to the condition existing before such repairs and alterations.

3. A perpetual exclusive easement to 276 standard size parking spaces located on the Easement Property, together with a perpetual non-exclusive easement over the remainder of the Easement Property for the purpose of access, ingress and egress to and from the parking spaces. Grantor, at its expense, may at any time change the location of the parking spaces within the Easement Property, provided that (i) such relocated parking spaces, together with direct access thereto, remain within reasonable proximity to the Subject Property, (ii) at all times, 276 standard size parking spaces are available for the use of Grantee, its tenants, employees, agents, invitees and licensees, and (iii) Grantor shall have the full and unqualified right to construct a parking garage on the Easement Property and/or buildings on the Easement Property.

GRANTOR shall be responsible, at its sole cost and expense, for operating, managing, equipping, lighting, insurance, repairing and maintaining the Roadway Premises and Easement Property in a first class manner including, without limitation, keeping same suitability paved, marked, cleaned and free from ice and snow. In addition, Grantor shall be responsible at its sole cost and expense, for any gardening, landscaping, planting and replacing of flowers and shrubbery which is necessary to keep any planted areas of the Roadway Premises and Easement Property in first class condition.

Upon expiration of the lease (the "Lease") of even date herewith between Grantee, as lessor, and Grantor, as lessee, Grantee shall thenceforth reimburse Grantor, following notice accompanied by proof of Grantor's expenditures,, for one-half (1/2) of the ordinary maintenance expense of the Private Roadway and for one-half (1/2) of the ordinary maintenance expenses which Grantor is required to pay pursuant to the Easement of American Federal Bank, (but excluding any payments made by Grantor in consideration for the granting of such Easement) including gardening, planting, landscaping, replacing flowers and shrubbery. Upon expiration of the Lease and the waiver and release of the right to relocate the parking spaces as provided in Paragraph 3 above, Grantee shall reimburse Grantor, following notice accompanied by proof of Grantor's expenditures, for Grantee's pro rata share of the ordinary maintenance expenses of the parking spaces covered by the easement herein granted, excluding any capital improvements and, in the event that parking spaces are located in a parking garage, any structural repairs to such garage. Grantor, however, shall remain fully liable, at its sole cost and expense, for complying all governmental laws, rules, regulations and requirements relating to the Roadway Premises and the Easement Premises.

The rights herein granted shall run with the land and be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Upon sale of the estate, burdened or benefited by the easements herein granted, the obligations of the transferor of such estate thereafter accruing, shall cease and terminate.