

on Exhibit A and delineated by blue cross-hatching),
and

WHEREAS, Developers intends to construct
a shopping center on Developers Property containing
paved parking areas and driveways, and

WHEREAS, Developers desires and intends
by this Agreement to grant Hess the right of ingress
to and egress from Developers Property and to agree
not to erect any curbing, fence, building or other
barrier between Developers Property and the Hess
Property, except as may be necessary for the proper
circulation of traffic.

NOW, THEREFORE, in consideration of the
sum of One (\$1.00) Dollar paid by Hess to Developers,
receipt of which is hereby acknowledged by Developers,
and other good and valuable consideration, Developers
hereby agrees as follows:

1. Developers hereby grants Hess, its
successors, assigns, agents, servants, employees,
customers, licensees and invitees, the right of
ingress to and egress from the shopping center
parking areas and driveways as constructed on
Developers Property to the Hess Property. It is
the intention of Developers that there be a free
and uninterrupted flow of traffic from the shopping
center parking area and driveway constructed on
Developers Property to the Hess Property.

2. Developers agrees that all shopping
center parking areas and driveways on Developers
Property shall be constructed so as to permit the