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for mechanical, telephone or electrical equipment, if any, (ii) loading docks and service corridors, (iii) the enclosed mall, (iv) fire corridors and stairs, (v) mezzanines and basements not used as sales areas, (vi) canopied entrances to the enclosed mall, (vii) the office of the mall manager of the enclosed mall, and (viii) maintenance shop storage areas in the store buildings located on the Site owned or leased by the Developer provided such areas do not exceed in the aggregate 10,000 square feet.

6. Beneficiaries of Easements. The easements, licenses, rights and privileges granted under this Easement Agreement shall be for the benefit of and restricted solely to the Developer and the Department Stores as the owners and/or lessees of their respective Sites and to New South as the owner of the Adjoining Premises and their respective heirs, successors and assigns and are and shall not be intended nor shall they be construed as creating any rights in or for the benefit of the general public.

7. Right to Deny Access. The Developer, Federated, Penney or Sears, upon thirty (30) days' prior written notice to the other parties hereto other than Haywood, shall have the right, at least once during each calendar year, to erect barriers for the purpose of denying access to the Permanent Access Easement and to maintain the barriers for the minimum period required under the laws of South Carolina to avoid the dedication thereof for public use or the creation of prescriptive rights therein.

8. Condemnation. The grantee or beneficiary of any easement granted hereunder shall not be entitled to any portion of any award or to the proceeds resulting from any taking or condemnation, of any portion of the Entire Premises or the Adjoining Premises, except to the extent that such grantee or beneficiary shall own in fee or have a leasehold estate in such property so taken or condemned. Any such

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