

the foregoing, the Developer shall not, without the prior approval of Penney, utilize any portion of the Penney Building for any load bearing function. In the event Penney approves a load bearing function, the Developer shall reimburse Penney for any additional expense incurred by Penney by reason thereof. In the event the roof of the Mall shall be designed to be supported by independent columns rather than the adjacent wall of the Penney Building, the location of such columns shall, to the extent they are adjacent to the wall of the Penney Building, be subject to the prior approval of Penney. The foregoing easements are not intended to create a common party wall and shall terminate upon the demolition of the Mall and the store buildings on either side thereof but shall not be affected by a termination of this Agreement.

Section 3.02. Easements for Footings and Encroachments. The Developer and Penney intend to confine the location of the Developer Facilities and Penney Facilities to the limits of the Developer Site and Penney Site respectively, provided, however, it is recognized that this result is not always achieved in a multi-ownership shopping center development. Accordingly, Penney and the Developer hereby grant, each to the other, for the benefit of the Penney 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 Penney Facilities on and under the Developer Site and the Penney 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, to permit the installation, maintenance and repair of canopies, roofs, building overhangs, exterior light fixtures, signs, pillars and other similar projections