

licensees, invitees, customers, employees, successors and assigns of the parties hereto.

4. No Obstructions. No barriers, fences or other hindrances to free and unrestricted movement along and across the DP-17 Easement Areas by pedestrian and vehicular traffic shall be erected or maintained anywhere along or within the DP-17 Easement Areas except with the prior written consent of DP-17. No barriers, fences or other hinderances to free and unrestricted movement along and across the DIC Easement Areas by pedestrian and vehicular traffic shall be erected or maintained anywhere along or within the DIC Easement Areas except with the prior written consent of DIC.

5. Encumbrances. The DP-17 Easements shall be subject to all easements, restrictions and conditions of record to the extent applicable to Remaining Land. The DIC Easements shall be subject to all easements, restrictions and conditions of record to the extent applicable to the Leased Land.

6. No Public Use. The provisions hereof are not intended to and do not constitute a dedication for public use, and the rights and easements herein created are private and for the benefit only of the parties designated herein.

7. Further Assurances. DIC, DP-17 and every subsequent owner of fee simple title to the Overall Parcel or any portion thereof shall from time to time execute and deliver

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