

(b) At any time DEVELOPER shall have the right to relocate on DEVELOPER TRACT any such sewers, drains, mains and lines and related equipment then located on DEVELOPER TRACT pursuant to 6.3 or 6.4 provided that such relocation shall be performed only after thirty (30) days notice, and such relocation: (i) shall not interfere or diminish the utility services to MERCANTILE; (ii) shall not reduce or impair the usefulness or function of such utility; and (iii) shall be performed without cost or expense to MERCANTILE. Notwithstanding such relocation, maintenance shall be the obligation of MERCANTILE; provided that if there shall be any material increase in such cost by reason of such relocation, DEVELOPER shall bear such excess.

#### 7.2 DURATION.

(a) The easements granted by 6.2 shall terminate and expire on the date this AGREEMENT is terminated or expires.

(b) The easements granted by 6.1, 6.3, 6.4, 6.6 and 6.7 shall be perpetual and shall survive the termination of this AGREEMENT.

(c) The easements granted by 6.8 shall remain in existence so long as the building of the grantee shall be in existence, except to the extent that same physically relate to the building of the grantor, in which latter event such easements shall remain in existence so long as the buildings of both the grantor and grantee shall be in existence.

### ARTICLE VIII

#### DESTRUCTION

8.1 DAMAGE TO MERCANTILE TRACT. During the period during which MERCANTILE has covenanted to operate, MERCANTILE agrees and covenants that in the event MERCANTILE TRACT shall be damaged or partially or totally destroyed by fire or other casualty or a taking described in ARTICLE X hereof, MERCANTILE will promptly proceed, without expense to DEVELOPER, to repair, restore and replace the damage or destruction to MERCANTILE BUILDING subject to any of its rights or elections under ARTICLE X in the event of such taking. However, if MERCANTILE TRACT is totally destroyed or damaged to the extent of 33-1/3% or more of the value thereof within two years prior to the end of the twenty-five year period during which MERCANTILE covenanted to operate a J. B. WHITE & COMPANY store or a store under its trade name or a department store in 11.5 hereof, or any time thereafter, then MERCANTILE shall not be obligated

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