

THIS INSTRUMENT PREPARED BY AND RETURN TO:
FRED A. MORRISON
McLin & Burreed P. A.
Post Office Box 491357
Leesburg, Florida 34749-1357

**EASEMENT
AGREEMENT**

(RESERVED FOR RECORDING)

THIS EASEMENT AGREEMENT is executed effective as of the 25th day of May, 2012, by and between **MACERICH LAKE SQUARE MALL LLC**, a Delaware limited liability company, c/o Macerich, 401 Wilshire Boulevard, Suite 700, Santa Monica, CA 90401, Attention: Chief Legal Officer, hereafter referred to as Grantor, and **THE CITY OF LEESBURG, FLORIDA**, whose address is P.O. Box 490630, Leesburg, FL 34749-0630, hereafter referred to as Grantee,

WITNESSETH:

That for and in consideration of the sum of \$1.00 and other good and valuable considerations, in hand paid and tendered unto Grantor, receipt whereof is hereby acknowledged, Grantor does hereby grant, bargain, sell, convey and confirm unto Grantee, its successors and assigns forever, a perpetual easement over and across the following described real property as more particularly described below:

AS DESCRIBED ON EXHIBIT "A" ATTACHED

for the sole purpose of construction, installation, repair, maintenance, replacement and improvement of underground electric and fiber optic utilities, together with above ground utilities supporting such underground utilities, such as pull boxes and transformers in locations reasonably approved by Grantor. In exercising any rights hereunder, Grantee shall not reduce the capacity or functionality of an existing retention basin. Grantor retains the right to use the area described in Exhibit "A" but shall make no use thereof which would conflict with the uses to which Grantee now or hereafter lawfully puts the easement under the terms of this instrument. Should Grantor ever redevelop the area described in Exhibit "A" with paving and other parking lot improvements (pursuant to required City of Leesburg land use approvals, Grantee agrees that Grantee shall be responsible for the repair and replacement of such paving and other parking lot improvements should it become necessary for Grantee to disturb and/or remove the same incident to the installation, operation, maintenance, repair, alteration or replacement of the utility lines or other facilities. If Grantee damages any surface improvements in its use of this easement, it shall repair any such damage at its expense, and restore the improvements to substantially the same condition they were in prior to the activities of Grantee which caused the damage. Grantee is also given an easement to cross the adjoining real property owned by Grantor, for the purpose of conducting any activities permitted by this Easement within the area described on Exhibit "A" provided that such right of passage shall not interfere substantially with Grantor's use of its adjoining property, and any damage to the adjoining property shall be repaired by Grantee in accordance with the terms set forth above.

Grantee agrees by its execution of this instrument that it accepts this Easement subject to those covenants and promises contained herein, running from Grantee to Grantor, and Grantee agrees to abide by all terms and conditions of this Agreement in its use of the Easement granted hereby.

TO HAVE AND TO HOLD unto Grantee, its successors and assigns forever. Grantor does hereby warrant the title to the interests conveyed to Grantee hereunder and will defend the same against the lawful claims of all persons whomsoever.

This Easement is given and granted subject to the following covenants, terms and conditions, which will run with the easement and bind both parties hereto and their lawful successors in interest:

1. Except for emergencies, no work will be done by Grantee in the area of the Easement from November 26 to January 2 in any given year.

2. Except for emergencies, Grantee must schedule and coordinate all work in the area of the Easement, so as to keep open all driveways from the property of Grantor to Radio Road or U.S. Highway 441 during the normal hours of operation of the mall located on the servient parcel. This may be done, among other ways, by scheduling work in the driveway areas after business hours, or by utilizing barricades and flagmen to block off only a portion of any driveway while leaving open a sufficient part of that driveway to allow adequate space for the passage of vehicular traffic. If traffic is relegated to one way passage at any driveway due to the activities of Grantee within the Easement, Grantee shall supply sufficient personnel to direct traffic so as to minimize the possibility of a vehicular accident.

3. All facilities installed in the Easement by Grantee shall be maintained in good and serviceable condition by Grantee at its expense. Any landscaping or irrigation removed or damaged by Grantee shall be restored at Grantee's expense to its condition prior to such removal or damage within a reasonably short time after completion of the work which led to the damage or removal.

4. Subject to the limitations of §768.28, Fla. Stat. (2003) and without further waiver of its sovereign immunity beyond the limits of the aforesaid statute, Grantee shall indemnify Grantor, and hold it harmless, from and against all claims for death, personal injury or damage to property, arising out of any negligent or intentionally wrongful conduct of Grantee, its agents, servants or employees, during the exercise of any rights of Grantee under this Easement.

5. Grantee shall indemnify Grantor, and hold it harmless, from and against any and all loss or damage suffered by it as a result of the loss of its rights under this Easement due to foreclosure of any mortgage or security interest against the servient estate, or any conveyance or transfer in lieu of foreclosure; this indemnity shall specifically include, but shall not be limited to, the cost of obtaining any replacement easement rights, and the cost of removing or relocating any of Grantee's utilities or other improvements lawfully located within the area of this Easement.

6. A two page Addendum to Easement Agreement is hereby incorporated hereby by this reference.

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to set their hands and seals the day and year first above written.

WITNESSES (two required)

GRANTOR: MACERICH LAKE SQUARE MALL LLC,
A Delaware limited liability company

Ellen Wacker
Ellen Wacker
(Type or print name of witness)

BY: [Signature]
Name: Stephen L. Spector
Its: Senior Vice President

David R. David
David R. David
(type or print name of witness)

STATE OF _____
COUNTY OF _____

BEFORE ME, the undersigned Notary Public, personally appeared _____, as _____ Of Macerich Lake Square Mall LLC, a Delaware limited liability company, who acknowledged before me that (s)he executed this instrument on the _____ day of _____, 2012, and who was either _____ personally known to me, or who _____ produced _____ as identification.

NOTARY PUBLIC
Type or print name of Notary

Commission Number

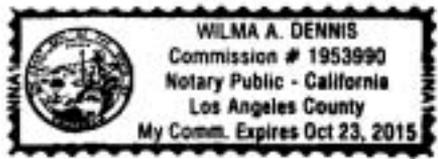
Commission expiration date

STATE OF CALIFORNIA)
) SS
COUNTY OF LOS ANGELES)

On May 25, 2012, before me, Wilma A. Dennis,
Notary Public, personally appeared Stephen L. Spector, who proved to me on the basis of
satisfactory evidence to be the person whose name is subscribed to the within instrument
and acknowledged to me that he executed the same in his authorized capacity, and that by
his signature on the instrument the person, or the entity upon behalf of which the person
acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that
the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Wilma A. Dennis

THIS AREA FOR OFFICIAL NOTARIAL SEAL

THE CITY OF LEESBURG, FLORIDA

BY: _____
SANNA HENDERSON, Mayor

Attest: _____
BETTY RICHARDSON, City Clerk

Approved as to form and content:

FRED A. MORRISON, City Attorney

STATE OF FLORIDA
COUNTY OF LAKE

BEFORE ME, the undersigned Notary Public, personally appeared SANNA HENDERSON, as Mayor, and BETTY RICHARDSON, as City Clerk, respectively, who acknowledged before me on the _____ day of _____ 2012, that they executed the foregoing instrument on behalf of the City of Leesburg, Florida, and who were either {CHECK ONE} personally known to me, or who produced _____ as identification.

NOTARY PUBLIC, State of Florida

Commission Number

Type or print name of Notary

Commission Expiration Date

EXHIBIT "A"

PARENT PARCEL:

PARCEL ID # 23-19-25-000200000200. ALTERNATE KEY # 1703751.
AS DESCRIBED IN OFFICIAL RECORDS BOOK 4117, PAGE 1825. TO WIT:

PARCEL 1,

THAT PART OF SECTION 23, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, AND A PART OF LOTS 5, 6 AND 7, BLOCK 41, OF SILVER LAKE ESTATES, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 10, PAGES 66, 67 AND 68 (SEE TAB 71), OF PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:
FROM THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF SECTION 23, TOWNSHIP 19 SOUTH, RANGE 25 EAST, RUN SOUTH 0°13'00" EAST ALONG THE EAST LINE OF THE NORTHWEST 1/4 FOR 700.00 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; FROM SAID POINT OF BEGINNING RUN SOUTH 89°37'40" WEST 400.00 FEET; THENCE NORTH 0°13'00" WEST 700.00 FEET TO A POINT ON THE NORTH LINE OF THE NORTHWEST 1/4, SAID POINT ALSO BEING ON THE SOUTH LINE OF BLOCK 41 OF SILVER LAKE ESTATES; FROM SAID POINT RUN NORTH 0°30'20" WEST 500.00 FEET; THENCE SOUTH 89°37'40" WEST 928.60 FEET TO THE WEST LINE OF BLOCK 41 OF SAID SILVER LAKE ESTATES, RUN THENCE SOUTH 0°30'20" EAST ALONG THE WEST LINE OF BLOCK 41 A DISTANCE OF 100.00 FEET; THENCE NORTH 89°37'40" EAST 664.30 FEET TO THE EAST LINE OF LOT 6 OF SAID BLOCK 41; THENCE SOUTH 0°30'20" EAST ALONG THE EAST LINE OF SAID LOT 6 A DISTANCE OF 500.00 FEET TO THE SOUTHEAST CORNER OF LOT 6; THENCE SOUTH 0°15'40" EAST A DISTANCE OF 668.51 FEET; THENCE SOUTH 89° 41'00" WEST 631.60 FEET; THENCE SOUTH 0°18'51" EAST ALONG EAST RIGHT OF WAY OF RADIO ROAD A DISTANCE OF 278.41 FEET; THENCE NORTH 89°37'51" EAST 7.00 FEET; THENCE SOUTH 0°18'51" EAST ALONG EAST RIGHT OF WAY OF RADIO ROAD 1382.13 FEET TO THE NORTHERLY RIGHT OF WAY OF U.S. HIGHWAY No. 441; THENCE SOUTH 71°58'30" EAST 1039.31 FEET TO THE P.C. OF A CURVE CONCAVE TO THE SOUTHERLY AND HAVING A RADIUS OF 7863.11 FEET; FROM SAID P.C. OF CURVE RUN SOUTH 71°01'00" EAST ALONG A CHORD BEARING 315.90 FEET; THENCE NORTH 18°13'06" EAST 1500.00 FEET; THENCE NORTH 71°46'54" WEST 500.00 FEET TO A POINT THAT IS 0°13'00" EAST OF THE POINT OF BEGINNING, RUN THENCE NORTH 0°13'00" WEST 479.81 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT THE FOLLOWING:

A STRIP OF LAND OF EQUAL WIDTH 50 FEET WIDE OFF THE ENTIRE WEST SIDE OF THE FOLLOWING PARCEL: THE SOUTH 100 FEET OF THE NORTH 150 FEET OF LOT 5, BLOCK 41, ACCORDING TO THE PLAT OF SILVER LAKE ESTATES AS RECORDED IN PLAT BOOK 10, PAGES 66-68, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA. SAID PROPERTY IS IN SECTION 14, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA.

AND LESS:

FROM THE NORTH 1/4 CORNER OF SECTION 23, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, RUN SOUTH 0°13'00" EAST ALONG THE NORTH-SOUTH MID-SECTION LINE 1179.81 FEET; THENCE SOUTH 71°46'54" EAST, 350.79 FEET TO THE POINT OF BEGINNING; CONTINUE SOUTH 71°46'54" EAST, 149.21 FEET; THENCE SOUTH 18°13'06" WEST, 140.20 FEET; THENCE NORTH 71°58'34" WEST, 155.19 FEET; THENCE NORTH 20°39'06" EAST, 140.85 FEET TO THE POINT OF BEGINNING.

PARCEL DESCRIPTION CONTINUED ON NEXT PAGE.

GENERAL NOTES

- 1. This is NOT A BOUNDARY SURVEY.
2. This sketch is to show existing site information and improvements for the sole purpose of conceptual design.
3. This sketch was prepared for the City of Leesburg and its assign's as their interests may appear. Use of this sketch by any other parties is strictly forbidden.
4. Use of this sketch shown on sheet 3 & 4 for any other purpose than that stated in note (2) is the sole responsibility of the user. The City of Leesburg assumes no liability for the misuse of this information.
5. All information outside the labeled limits of this site is for general reference purposes only. Assumption of correctness outside of said site boundary is the liability of the user.
6. The Bearings, shown hereon, are relative to assumed datum and are Based on the Legal Descriptions as described in O R Book 4117, page 1825, and O R Book 1205, page 0385, in section 23, Township 19 South, Range 25 East, Lake County, Florida.
7. This sketch was prepared by the City of Leesburg, Public works Department, Survey Division, under the direction of Steven C. Davis, Electric Service Planner, for the City of Leesburg.
8. This sketch contains 4 sheets in which NONE are valid without all remaining sheets.

I Steven C. Davis, HAVE REQUESTED THE INFORMATION DEPICTED HERON AND ACKNOWLEDGE RECEIPT OF THE INFORMATION AND IT IS SATISFACTORY FOR MY NEEDS AS OF THE DATE OF THIS SIGNATURE.

NAME: DATE:

Electric Service Planner, for the City of Leesburg.

REVISIONS

Table with 2 columns: DATE, DESCRIPTION. Includes revisions for 02-15-2012 (Changed Easement to 10' on North Line), 02-15-2012 (Property Sold Change Name and CR, Book & Page), and 04-10-2012 (Removed Parcel 2 & 3 from Parcel Description).

SECTION: 23-19-25



CITY OF LEEBSBURG PUBLIC WORKS DEPT. ENGINEERING DIVISION 150 S. 14th ST. - P.O. BOX 490630 LEEBSBURG, FLORIDA 34748 PHONE (352) 725-9755 FAX (352) 725-9879

SKETCH OF DESCRIPTION 10' UTILITY EASEMENT MACERICH LAKE SQUARE MALL LLC, to the CITY OF LEEBSBURG

DATE: 11/02/2011 DRAWN: DDF CHECKED: AP APPROVED: SCD SCALE: NTS FILE NO.: EA11020

SHEET NUMBER 1 OF 4

PARENT PARCEL:

EXHIBIT "A"

PARCEL ID # 23-19-25-000200000200. ALTERNATE KEY # 1703751.
AS DESCRIBED IN OFFICIAL RECORDS BOOK 4117, PAGE 1825.

PARCEL 1, DESCRIPTION CONTINUED FROM PREVIOUS PAGE:

ALSO LESS:

COMMENCE AT THE NORTHEAST CORNER OF NORTHWEST 1/4 OF SECTION 23, TOWNSHIP 19 SOUTH, RANGE 25 EAST, IN LAKE COUNTY, FLORIDA, AND RUN SOUTH 00°13'00" EAST, ALONG THE EAST LINE OF THE NORTHWEST 1/4 A DISTANCE OF 700.00 FEET; THENCE CONTINUE SOUTH 00°13'00" EAST, ALONG SAID EAST LINE OF THE NORTHWEST 1/4 A DISTANCE OF 152.48 FEET; THENCE RUN SOUTH 89°37'40" WEST, 93.85 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; FROM SAID POINT OF BEGINNING, RUN THENCE SOUTH 03°01'30" WEST, 427.71 FEET; THENCE RUN NORTH 86°58'30" WEST 295.96 FEET; THENCE RUN SOUTH 03°01'30" WEST, 8.18 FEET; THENCE RUN NORTH 86°58'30" WEST, 348.95 FEET; THENCE NORTH 03°01'30" EAST, 446.90 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIAL BEARING OF NORTH 03°03'51" WEST, AND A RADIUS OF 382.00 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 20°58'29" AN ARC LENGTH OF 139.84 FEET TO THE END OF SAID CURVE; THENCE SOUTH 65°55'41" WEST, 0.67 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 382.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 12°13'23" AN ARC LENGTH OF 81.46 FEET TO THE END OF SAID CURVE; THENCE RUN SOUTH 53°42'18" WEST, 95.32 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 217.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 27°42'24" AN ARC LENGTH 104.94 FEET TO THE END OF SAID CURVE; THENCE RUN SOUTH 25°59'54" WEST, 156.66 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 88.00 FEET; THENCE SOUTHWESTERLY AND WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 63°41'15" AN ARC LENGTH OF 108.83 FEET TO THE END OF SAID CURVE; THENCE RUN SOUTH 89°41'09" WEST, 42.94 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF RADIO ROAD; THENCE RUN NORTH 00°18'51" WEST, ALONG THE EASTERLY RIGHT-OF-WAY LINE OF RADIO ROAD 18.00 FEET; THENCE LEAVING SAID EASTERLY RIGHT-OF-WAY LINE OF RADIO ROAD, RUN NORTH 89°41'09" EAST, 42.94 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 80.00 FEET, THENCE EASTERLY AND NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 63°41'15" AN ARC LENGTH OF 88.92 FEET TO THE END OF SAID CURVE; THENCE RUN NORTH 25°59'54" EAST, 156.66 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 235.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 27°42'24" AN ARC LENGTH OF 113.64 FEET TO THE END OF SAID CURVE; THENCE RUN NORTH 53°42'18" EAST, 95.32 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 400.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 12°13'23" AN ARC LENGTH OF 85.33 FEET TO THE END OF SAID CURVE; THENCE RUN NORTH 65°55'41" EAST, 0.67 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 400.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 27°05'49" AN ARC LENGTH OF 189.17 FEET TO THE END OF SAID CURVE; THENCE RUN SOUTH 86°58'30" EAST, 497.56 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 200.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 32°12'47" AN ARC LENGTH OF 112.45 FEET TO THE POINT OF BEGINNING.

DESCRIPTION : 10' UTILITY EASEMENT

FROM THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF SECTION 23, TOWNSHIP 19 SOUTH, RANGE 25 EAST, RUN SOUTH 0°13'00" EAST ALONG THE EAST LINE OF THE NORTHWEST 1/4 FOR 700.00 FEET ; THENCE CONTINUE SOUTH 0°13'00" EAST, 30.00 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; FROM SAID POINT OF BEGINNING CONTINUE SOUTH 0°13'00" EAST, TO THE NORTHEASTERLY LINE OF THE EXISTING 15.00 FOOT WIDE CITY OF LEESBURG UTILITY EASEMENT AS DESCRIBED IN OFFICIAL RECORDS BOOK 1138, PAGE 0589, A DISTANCE OF 260.73 FEET; THENCE RUN NORTH 19°43'11" WEST, ALONG SAID NORTHEASTERLY EASEMENT LINE, A DISTANCE OF 30.27 FEET; THENCE RUN NORTH 0°13'00" WEST, PARALLEL WITH AND 10.00 FEET, PERPENDICULAR MEASURE, WEST OF SAID EAST LINE OF THE NORTHWEST 1/4 FOR 222.12 FEET; THENCE RUN SOUTH 89°37'40" WEST, A DISTANCE OF 406.46 FEET; THENCE RUN NORTH 45°22'20" WEST, A DISTANCE OF 44.24 FEET; THENCE RUN 89°41'00" WEST, TO THE EASTERLY LINE OF AN EXISTING 22.00 FOOT WIDE CITY OF LEESBURG UTILITY EASEMENT AS DESCRIBED IN OFFICIAL RECORDS BOOK 2575, PAGE 1874, A DISTANCE OF 824.88 FEET; THENCE RUN NORTH 00°18'51" WEST, ALONG SAID EASTERLY EASEMENT LINE, TO A POINT 30.00 FEET SOUTH OF THE NORTH PROPERTY LINE OF THE ABOVE DESCRIBED PARENT PARCEL, A DISTANCE OF 10.00 FEET; THENCE RUN NORTH 89°41'00" EAST, ALONG A PARALLEL LINE TO SAID PROPERTY LINE AND THE EASTERLY EXTENSION THEREOF, A DISTANCE OF 829.16 FEET; THENCE RUN SOUTH 45°22'20" EAST, A DISTANCE OF 44.24 FEET; THENCE RUN NORTH 89°37'40" EAST, A DISTANCE OF 412.35 FEET TO THE POINT OF BEGINNING, ALL LYING WITHIN THE ABOVE DESCRIBED PARENT PARCEL, AS DESCRIBED IN OFFICIAL RECORDS BOOK 4117, PAGE 1825. THE ABOVE DESCRIBED TRACT OF LAND LIES IN SECTION 23, TOWNSHIP 19 SOUTH, RANGE 25 EAST, IN THE CITY OF LEESBURG, LAKE COUNTY, FLORIDA AND CONTAINS AN AREA OF 15,223.190 SQUARE FEET OR 0.350 ACRE, MORE OR LESS.

REVISIONS

DATE	DESCRIPTION	DATE	DESCRIPTION	DATE	DESCRIPTION
02-15-2012	Changed Easement to 10'	02-15-2012	Property Sold Change Name	04-10-2012	Removed Parcel 2 & 3
DDF	on North Line	DDF	and OR, Book & Page	DDF	from Parcel Description

SECTION: 23-19-25



CITY OF LEESBURG
PUBLIC WORKS DEPT.
ENGINEERING DIVISION
960 S. 14th ST. - P.O. BOX 490630
LEESBURG, FLORIDA 34749
PHONE (352) 728-0755
FAX (352) 728-9879

SKETCH OF DESCRIPTION
10' UTILITY EASEMENT
MACERICH LAKE SQUARE MALL LLC,
to the CITY OF LEESBURG

DATE: 11/02/2011
DRAWN: DDF
CHECKED: AP
APPROVED: SCD
SCALE: NTS
FILE NO: EA11020

SHEET NUMBER
2
OF
4

ADDENDUM TO EASEMENT AGREEMENT

The following provisions constitute a part of and are incorporated within that certain Easement Agreement (“Easement Agreement”) dated May 25, 2012 executed by Macerich Lake Square Mall LLC (“Grantor”) in favor of the City of Leesburg, Florida (“Grantee”) for underground fiber optic and electric utilities and supporting above ground utilities (such above and below ground utilities collectively the “Facilities”), to which this Addendum is attached:

1. The interest conveyed by the instrument to which this Addendum is attached is an easement for the limited purposes and uses and upon the terms stated herein, and the Grantor expressly reserves all other rights and interests in the property described in “Exhibit A” (the “Property”). The use of the Property granted to Grantee by this instrument is limited to that portion necessary for the installation and maintenance of underground Facilities and above ground Facilities permitted by the Easement Agreement and such temporary use of the surface of the land as is hereinafter provided. Except as permitted in the Easement Agreement and herein, Grantee shall not exercise its easement rights in any way which would permanently impair Grantor’s use of the surface of the land.

2. The installation of the Facilities shall be performed in accordance with a schedule which shall be submitted in advance to Grantor for approval, and no work shall be performed upon the surface of the land except in accordance with the approved schedule.

3. Grantee shall maintain and repair the Facilities without cost to Grantor. Any maintenance or repair which requires work upon the surface of the land shall be performed only after not less than 15 days’ notice to Grantor, except in the case of emergency, and any such work shall be done so as to cause as little interference with the use of the surface of the land as is practicable and in accordance with Section 2 of the Easement Agreement. Without limitation of the foregoing, to the extent feasible, any such work shall be performed during hours that Grantor’s business adjacent to the easement area is not open to the public, and the surface of the land disturbed by the work shall be restored in an expeditious manner so that there is minimum disruption of traffic flow and parking availability. Upon completion of the work, the surface of the land disturbed by the work shall be repaved and restriped as necessary and such other restoration performed so that there is no damage to or reduction in the utilization of the surface of the land.

4. Grantor shall have the right at any time to relocate the easement and the Facilities, provided that such relocation shall be performed only after at least 30 days’ notice to Grantee of Grantor’s intention to relocate the same, and such relocation (a) shall not reduce or unreasonably impair the usefulness or function of such service, and (b) shall be performed without cost to Grantee. Notwithstanding such relocation, maintenance and repair of the Facilities shall remain the obligation of Grantee.

5. Notwithstanding that the easement is "perpetual", if the use of the Facilities is abandoned, or the same are not used for a period of two consecutive years, then Grantor shall have the option, upon written notice to Grantee, to terminate such easement, and upon expiration of 90 days after such notice, such easement shall terminate, unless within such 90-day period, Grantee in good faith notifies Grantor that it intends to utilize the easement again within a period of one year.

[Remainder of this page intentionally left blank.]