

1. Beattie hereby grants to Whittle an exclusive easement for the use and enjoyment of Beattie's property that lies north of the brick wall as shown on Exhibit "A".

2. Whittle hereby grants to Beattie (and to the applicable lot owners and Crescent Place Homeowners Association, Crescent Place Subdivision, as their interest may appear) an exclusive easement for the use and enjoyment of Whittle's property that lies south of the brick wall as shown on Exhibit "A".

3. Beattie (and then Crescent Place Homeowners Association as successor) shall have a continuing obligation to maintain and repair the said brick wall. Whittle hereby grants Beattie (and Association) an access easement for the purpose of going onto Whittle's property in order to provide continuing maintenance of said brick wall.

4. The mutual easements granted hereunder shall be easements appurtenant and shall be covenants running with the land.

5. This agreement shall be binding upon the parties hereto and their respective heirs, successors and assigns forever.

IN WITNESS WHEREOF, the parties hereunto have set their hands and seals this the day and year first written above.

IN THE PRESENCE OF:

W. Lindsay Smith
Sara S. Holliday

W. Lindsay Smith
Sara S. Holliday

THE BEATTIE COMPANY

BY: Helen K. Beattie

Mack I. Whittle, Jr.
Mack I. Whittle, Jr.
Deborah N. Whittle
Deborah N. Whittle

B
9
2
0

(CONTINUED ON NEXT PAGE)

4328 RV-2