

being a point in the line of property now or formerly of Kendrick and North-Coombs; Payne and Freeman, likewise, do give and grant to Hughes, his heirs and assigns, a non-exclusive easement for ingress and egress over, across and upon the extreme western portion of Parcel No. 1 being shown on Exhibit "A", attached hereto as the eastern one-half of a twenty-four foot driveway easement.

2. The easements herein given and granted shall be deemed covenants running with the land and shall inure to the benefit of both the parties hereto, their respective heirs, successors, and assigns, forever.

3. The parties hereto do further agree that all maintenance and upkeep for the property described in the easements herein set forth shall be mutually borne by the owners of Parcels 1 and 2 on the one hand and Parcel 3, on the other hand. Additionally, each party, for themselves and their successors and assigns, shall indemnify and hold harmless the other from any loss, claim or damage as a result of injury to person or property which may arise due to the use by any business guest, licensee or invitee of each party and the use of the easements herein set forth.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this day and year first above written.

WITNESSES

Lauren R. Costenovo  
Mary R. Johnson

Lauren R. Costenovo  
Mary R. Johnson

Susan R. Hughes  
Russell N. Erwin III

Michael W. Payne M.D.  
Michael W. Payne, M.D.

Lawrence W. Freeman M.D.  
Lawrence W. Freeman, M.D.

G. J. Hughes, Jr.  
G. J. Hughes, Jr.

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