

The Lessor and the Lessee, for themselves, their heirs, successors and assigns, agree and covenant as follows in regard to construction and maintenance of a common driveway on property reserved above to the Lessor and over which an easement is herein granted to the Lessee:

- (a) A paved driveway or roadway, 24 feet wide, shall be constructed for the mutual use and benefit of parcels 1 and 2 as shown on the above referenced plat of property of Gault & Williams, the cost of construction to be borne proportionately by all owners or lessees of property abutting the driveway.
- (b) Construction shall be commenced upon demand of either Lessor or Lessee in accordance with plans approved by the parties, or, upon their failure to agree, of such type and quality as is reasonably necessary to serve these properties and their customers.
- (c) All owners or lessees of property abutting the driveway or roadway shall share proportionately in the reasonable costs of maintaining the roadway in a safe condition for use of the abutting property owners and their customers.
- (d) The driveway or roadway shall be under the joint control of the abutting property owners and lessees, shall not be used for parking and shall be kept free of obstructions. The parties shall cooperate in the erection and maintenance of appropriate traffic control signals or devices, and in regulating the flow of drainage waters from the abutting properties.

*W. S. Gault*  
*J. Williams*  
*W. S. Gault*  
*W. S. Gault*  
*W. S. Gault*