

consequently, the use of the 25 foot wide alley is not necessary for ingress and egress to the said 2.31 acres. Second Party and Third Party have advised First Party that they would have no objection for the owner and user of the 2.31 acres to use the said 25 foot wide alley for ingress and egress if the 2.31 acres was used for business or industrial purposes which would not interfere with the use thereof by Second and Third Party. However, if the 2.31 acres was developed for apartments, condominiums, or similar housing purposes resulting in heavy traffic use of the alleyway, then this would be objectionable to Second and Third Party. First Party acknowledges the potential problem and all three parties herein have agreed to execute the within Easement Agreement to resolve this matter.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that in consideration of the premises and the sum of \$10.00 paid by Second and Third Party to First Party, the receipt of which is hereby acknowledged, the parties herein agree for themselves and their respective heirs, successors and assigns as follows:

1. First Party, the fee simple owner of the said 25 foot wide alley being more fully described above, does hereby grant, bargain, sell and release unto Second Party and Third Party, their respective heirs, successors and assigns forever, an Easement Appurtenant to use said driveway as a means of ingress and egress to their respective properties. The easement shall have a uniform width of 25 feet and have a depth of approximately 320 feet as more fully appears on plats describing said alleyway. The easement shall be non-exclusive. Second and Third Parties agree that whichever (or both) party who use said driveway shall be responsible for its improvements, maintenance and upkeep. In other words if Second Party and Third Party both wish to use said driveway they are authorized and permitted to pave the same and keep it in a proper state of repair and share the cost on an equal basis. If only one party uses said driveway then that party shall be solely responsible for the cost. Proper records shall be kept of said expenses. If one party initially uses the driveway and subsequently the other party (or parties) begins using said driveway then said party shall be required to reimburse the party who previously paid for improvements or repairs on an equitable basis.