or maintained in such a manner as to deprive the Grantees of the rights of ingress and egress to the property on this date conveyed in fee simple by the Grantor to the Grantees.

- (3) The Grantor covenants and agrees never to construct any permanent buildings upon the property described in Paragraph (1) above in order that the same may be perpetually maintained as an open area for the purposes of ingress, egress and parking for the mutual benefit of the parties.
- (4) The terms and conditions contained herein shall inure to the benefit of and become binding upon the undersigned Grantor and Grantees, their heirs, assigns, successors, executors and administrators.

IN WITNESS WHEREOF, the Grantor and Grantees have caused this Agreement to be executed this date and year first above written.

IN THE PRESENCE OF:

MAULDIN PLAZA, INC. (LS)

By Darl S. Costner, Sr., President

Paul B. Costner, Sr., President

Paul S. Goldsmith, Secretary

GRANTOR

JAMES E. DODENHOFF, JR.

Thure B. Mary Paul B. COSTNER, JR.

GRANTEES

(Continued on next page)