

2. First Party reserves the right to use the 25 foot wide alley as a means of ingress and egress to the 2.31 acre tract located to the rear of the property owned by Second Party and Third Party. This reservation is contingent upon said 2.31 acres being used for industrial or business purposes. If the owner of the 2.31 acres used said driveway, then said owner would be required to pay his pro rata share of the improvements, repairs and maintenance to said driveway (including reimbursement for previous repairs and expenses which reimbursement shall be on an equitable basis). However, should any owner of the 2.31 acres use said property for apartments, condominiums, or other type housing that would result in heavy traffic over the 25 foot wide alley, then said easement for the benefit of the 2.31 acres would immediately cease and the parties owning and/or using the 2.31 acres would be required to use Irene Circle exclusively. This shall be a continuing condition and restriction affecting the said 2.31 acres.

3. It is agreed that the easement created under this Agreement shall be an Easement Appurtenant and shall be a Covenant running with the Land and inure to the benefit of the parties herein, their respective heirs, successors and assigns forever. To the extent any previous easements have been granted relating to this property which are in conflict with the within Easement Agreement, it is agreed that the within Agreement shall control.

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

IN THE PRESENCE OF:

Paula S. Keith

Dreugh R. Evins (SEAL)
Dreugh R. Evins

Chester A. Reece (SEAL)
Chester A. Reece

FIRST PARTY

Jerry W. Norris (SEAL)
Jerry W. Norris

Woodrow J. Norris (SEAL)
Woodrow J. Norris

SECOND PARTY

TEXTILE SPECIALTIES, INC.

BY: Henry J. Hopkins (SEAL)

THIRD PARTY