

E. The parties by this Agreement wish to make provisions for the unobstructed use of said respective driveway improvements for ingress and egress and for the maintenance of said improvements for their mutual benefit, presently and in the future.

Now, therefore, in consideration of Ten and No/100 (\$10.00) Dollars each in hand paid to the other and in consideration of the mutual covenants and easements herein contained, it is agreed as follows:

1. Mutual easements. The Smiths hereby grant to Jones, and Jones hereby grants to the Smiths, an easement of ingress and egress over so much of their respective property as is presently improved as part of a driveway for use of vehicular traffic used in connection with their respective properties.
2. Obstructions. The parties hereto agree not to obstruct, impede, or interfere, one with the other, in the reasonable use of such driveway improvements for the purpose of ingress and egress to and from the respective properties.
3. Maintenance. The parties hereto agree to maintain their respective driveway improvements in a usable, neat, and uniform manner, so that the overall appearance of the said driveway improvements is that of one driveway. Any cost of repair and rebuilding said driveway improvements shall also be shared equally.
4. Binding effect. This agreement shall be binding upon the parties hereto, their respective heirs, executors, administrators, and assigns.

In witness whereof the parties have hereunto set their hands and seals the day and year first above written.

Witnesses:

Phillip B. Smith
 X Teri H. Smith
William P. Jones
 X Betty Lynn
 X Leon H. Payne

Phillip B. Smith
 Phillip B. Smith

Teri H. Smith
 Teri H. Smith

X William P. Jones
 William P. Jones