

WHEREAS, O. B. Godfrey, hereinafter referred to as Seller, and Thomas W. Edwards, Jr., hereinafter referred to as Buyer, have this day entered into a transaction whereby Buyer purchased from Seller a tract of land known as the Northfield Apartments Complex.

WHEREAS, the parties further desire to provide for a possible relocation of the driveway entrance to said project at some future time and since said proposed relocation affects the parties hereto and/or their successors and assigns:

NOW, THEREFORE, for a good and valuable consideration, the parties agree as follows:

1. This agreement shall run with the land and be binding on the parties, their successors and assigns.
2. Seller may at his option in the future relocate the access to the apartment area to the east on to other property of Seller's so that the access driveway to the apartments runs directly from E. North Street to the approximate center of the apartment parking lot as shown on the plat of the project prepared for Thomas W. Edwards, Jr., dated 18 May 1977, and recorded in Plat Book 6E, at Page 9. The relocation of all improvements and plantings in the driveway area shall be at Seller's sole expense and the relocated improvements and plantings shall be of at least the same quality as the improvements and plantings prior to the removal. Any relocation shall be without unreasonable interruptions of access to the apartment tenants. It is further agreed that Seller will not pave over the water line easement for the water line servicing said project and that if he wishes to locate the paved driveway over the area where the said water easement is located, he will relocate said water line at his expense. Seller may place and pave access driveways from the main driveway to his property across said water line easement.
3. When said driveway is relocated, Buyer shall become the owner of the forty foot wide driveway access to the apartments or a wider width if the County should require, with said ownership to be one half on each side of the centerline of said driveway, but Seller shall have an easement for ingress and egress over and across said driveway to his adjoining property. Costs for the maintenance of said driveway shall be pro rated based on approximately relative usage by Buyer and Seller or their tenants. When said access driveway is relocated, Seller shall become owner of the abandoned driveway area in fee of the tract over which said driveway now initially runs. Seller will be responsible for obtaining any mortgage releases. A boundary line between the Buyer and Seller necessitated by the relocation shall then be created by the current course as shown on said plat being to wit, S. 81-18 W. to the western property line adjoining the property now or formerly of Heritage Hills Subdivision. Seller shall not use the easement of ingress or egress in any manner which would detract from the use of the driveway as an entrance to the apartments.
4. Seller may also as he so desires and at his sole expense relocate any utility lines servicing said apartments to within the boundaries of the relocated driveway referred to above, provided, however, the relocation is outside of any paved areas.
5. Seller gives to Buyer a right of first refusal to purchase any or all of his real estate at the E. North Street location adjacent to the tract sold 31 May 1977 at any and all prices and on the same terms he offers

JWE, Jr.

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