7. That the parties hereto do hereby grant, bargain, and convey to each other, their heirs, successors or assigns, that right, title, and interest in their respective premises to carry out the terms of this Agreement.

8. That Tract 1 above described and Tract 2 shall share in the cost of any construction, repair, or maintenance of the driveway, subject to the condition that should any additional residences or structures be placed on either tract served by this Agreement, anticipating the use of the driveway, such owner of the same shall assume proportionate costs of said construction, repair, or maintenance. So long as the owner of Tract 2 does not engage in dairying, the above costs shall be shared equally between Tract 1 and Tract 2, however, should the owner of Tract 2 engage in a dairy operation, then Tract 2 shall pay two-thirds of any costs of repair, maintenance, or replacement and Tract 1 shall pay one-third of such costs.

9. That said driveway shall be used for the customary and ordinary purposes in serving said residences and farming operation and shall be kept unobstructed for use at all times.

10. That any right, title, interest, or obligation under this Agreement shall run with the land and shall extend not only to the above parties but also to their heirs, successors, or assigns.

IN WITNESS WHEREOF, we have hereunto set our hands to this Agreement the day and year first above written.

C. J. Porter

Bernice E. Porter

Richard A. Schaefer

STATE OF MINNESOTA)
) ss.
COUNTY OF OLMSTED)

On this 1st day of May, 1984, before me a Notary Public within and for said County and State, personally appeared C. J. Porter and Bernice E. Porter, husband and wife, to me known to be the same persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

HOWARD E. WEST
NOTARY PUBLIC—MINNESOTA
OLMSTED COUNTY

Howard E. West, Notary Public