

which area she elects to receive as her part of the property; and thereupon the interior lines of the area so selected by her shall be surveyed by a mutual, acceptable, competent surveyor, using the exterior lines of such area as shown on the Frankenfield Plat; the cost of such survey expense to be borne one-half by Elford C. Morgan and one-half by Rowena Morgan Mayson.

IT IS UNDERSTOOD and appropriate provision will be made, so that, wherever the property of Rowena Morgan Mayson touches or crosses or is adjacent to the private road leading to the dwelling house site, that Elford C. Morgan and his successors in title shall have for access and for use, maintenance, widening, improvement and repair and for ingress and egress a strip 20 feet on each side of the center line of the present road; and that Rowena Morgan Mayson and her successors in title shall have access to and for use and for ingress and egress in and over said private road to the farthest point on said road to which her property extends. Whenever Rowena Morgan Mayson, or her successors in title, shall build on any of the property acquired by her under this agreement, located near the said road, and uses said road for ingress and egress, she will pay one-half of the expense of the upkeep of the road from the Morgan property line to the farthest point on the private road where she has the right of use of said road; provided, that neither party hereto shall be chargeable with any expense in connection with said road made by the other party, unless plans and proposed expenditures be first submitted and approved; provided, further, that if either party, at any time, uses said road, or any portion thereof, for removing timber or any other purely personal purpose, such party will promptly, and at his or her sole expense, repair said road wherever damaged.

The Duke Power Company line has heretofore been granted by our predecessor in title, and shall continue, as all other rights-of-way and easements presently existing, or herein provided for, and be in perpetuity.

If the survey of the area selected by Rowena Morgan Mayson discloses an area exceeding 165 acres, appropriate adjustment shall be made in the lines provided to be variable so that the acreage received by her will be 165 acres. If the survey made of the selected area shall disclose 165 acres and if the lines so surveyed do not encroach within the limits as to the dwelling house herein provided, then this Agreement shall be carried into effect by the exchange of appropriate Deeds and such other instruments as may be necessary, to carry this division into effect. The survey of the property shall be run as expeditiously as possible, to the end that this Agreement can be consummated by March 1, 1959.

(continued on next page)

R.M.M. # 3
E.C.M. # 3