

(3) If it becomes necessary or desirable to repair or rebuild the whole or any part of the wall, the repairing or rebuilding expense shall be borne equally by the parties, or by their heirs, successors and assigns who shall at the time of the repair or rebuilding be using it, in proportion to the extent of their use. Any repairing or rebuilding of the wall shall be on the same location, and of the same size, as the original wall or portion thereof and of the same or similar material of the same quality as that used in the original wall or portion thereof.

(4) The benefits and obligations of the covenants herein shall run with the land herein described so long as the wall or any extension thereof continues to exist, and shall bind the respective parties hereto, their heirs, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

In the presence of:

Marsha S. Ferguson  
D. M. Adair  
Cheryl S. Thompson  
D. M. Adair  
  
Mary S. Grady  
J. H. Grady

Robert H. Yeargin  
 Robert H. Yeargin

Robert M. Austell  
 Robert M. Austell, as Trustee for  
 Robert Lynn Yeargin and Nancy Sitton Yeargin  
 under Trust Agreement dated March 2, 1962

Lloyd D. Auten  
 Lloyd D. Auten

9 4 5 8