

WHEREAS, the "Shell Stone Lot Owners" notified the said Martha Ann Ross by letter directed to Mr. Michael Ross on or about November 19, 1976, of the objections to such use, and

WHEREAS, the parties, in hopes of reaching an amicable settlement without the necessity of litigation, have met and negotiated an agreement as to the continued use of said drive or roadway.

NOW, IN CONSIDERATION OF THE MUTUAL PROMISES of the parties, specifically that of the said Martha Ann Ross, that she intends to construct a residence on Lot 15 of Shell Stone Park Subdivision and intends to use the adjoining property only for the private and personal use of herself and immediate family, making use of the farmlands and existing buildings thereon and further intends to seal off said property so that neither her adjoining properties or Lot 15 shall become a public right-of-way, and in order to allow this restricted, private use, and upon the further consideration that the "Shell Stone Lot Owners" refrain from litigation concerning what they consider to be a non-conforming use, it is mutually agreed that:

1. The undersigned lot owners of Shell Stone Park Subdivision purchased their properties with knowledge of certain protective covenants applicable to their lots and the existence of limited access roads within the subdivision.

2. Martha Ann Ross may continue to use the drive or roadway constructed across Lot 15 solely for private and personal residential purposes connected with her use of the property adjacent to Lot 15 of Shell Stone Park Subdivision.

3. That the said Martha Ann Ross will so block and post her properties and the driveway entrance from her properties across Lot 15 as shall be necessary to close the drive or roadway from use by the public.

4. In the event of any of the following occurrences, the use herein agreed to shall be considered as abandoned, and this Agreement shall become null and void:

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