

4. -It is further mutually agreed and understood that the said Roy J. Owens will construct at his own expense a private roadway across his property and connecting to a public road and into and connecting the lake area and that the said J. R. Cleveland will have joint use of this roadway with the said Roy J. Owens with all cost of maintenance of the said roadway to be the sole responsibility of the said Roy J. Owens.

5. It is understood and agreed that both of the parties hereto shall have equal rights for and to the use of the said lake or pond as herein contemplated and that each does hereby grant unto the other, their successors and assigns forever, all necessary easements and rights of ways and privileges across and through the respective lands and for the use of the said lake or pond with such easements, rights of ways and privileges to follow their respective properties and shall run with the land for so long as the lake shall remain in existence and on the said properties.

6. It is further understood and agreed that each of the said parties hereto will purchase and will maintain liability insurance in an amount mutually agreeable between themselves to protect and save harmless themselves and each of them from any suits, claims or damages arising from the creation and/or the use of the said lake or pond as herein contemplated.

7. It is further understood and agreed that each of the said parties hereto will execute all and any necessary formal rights-of-ways and easements which may be required by either party for the completion successfully of the intention of the parties hereto in the location,

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