

level of the lake contained by the dam shall come up to the stakes presently staked on the lands of the parties hereto.

3. The Party of the First Part agrees to complete construction of the above described dam within twelve months of this agreement.

4. The water level of the lake shall reach a point as shown by the stakes already placed on the properties of the parties hereto.

5. The spillway of said dam shall be located on the property of the Party of the First Part.

6. The Party of the First Part shall maintain the dam and lake and will provide an access service road across the top of the dam for maintenance of said dam and the parties hereto can have ingress and egress to the road on said dam.

7. The parties hereto agree that no motorized boats or commercial fishing shall be allowed on said lake and that no heirs, assigns, invitees or permittees shall go on the land owned by the other party without the express consent of that party.

8. The Party of the First Part anticipates operating a country club resort area and W. M. Riddle and John F. Thomasson have family memberships which shall be of the same class as offered to other members and pursuant to the same rules and regulations hereafter promulgated for the benefit of all members of the proposed club.

9. The Party of the First Part hereby agrees to construct a dam at the point wherein the proposed relocated road crosses the common boundary of the realty subject to this agreement and said dam is to be of sufficient height to insure a water depth of 18 feet at the base of said dam; provided however, that the lake formed by this dam shall not cause waters to flood any properties belonging to persons other than the undersigned. It is further agreed that the Party of the First Part shall not be required to construct the dam herein described within a two year period.

10. In the event the dam described in Item 3 is not completed within 12 months the roadway described in Item 1 shall

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