

paid by the First Parties on settling out of court, any claim for damages brought by any Invitees, Licensees or other occupants of the Second Parties premises for damages, injuries, or harms befalling such Invitees, Licensees, or other occupants or their property wherein the well, the water therein or the pump attached thereto is the proximate cause of such damage, injury or harm. And said indemnity shall include the actual sum of the judgment recovered or settlement made, court costs to the First Parties, Attorney's fees and all other expenses directly incurred by the First Parties in defending such suits or settling such claims.

6. The First Parties herewith reserve the right to cut off the water to the premises of the Second Parties at any time that the said well or pump or both is unable to furnish an adequate water supply to the premises of the First Parties.

7. This agreement shall terminate and cease:

- a. On the death of either of the First Parties.
- b. On the conveyance of the above described premises of the First Parties, or any portion thereof, either by deed, devise by will, intestate succession, or by other operation of law.
- c. On the default of any of the covenants of the Second Parties at the option of the First Parties or on default of any of the covenants of the First Parties at the option of the Second Parties.
- d. At any time the Second Parties so desire PROVIDING they shall give written notice thirty days in advance to the First Parties.
- e. At any time the First Parties so desire PROVIDING they shall give written notice ninety days in advance to the Second Parties but this section shall in no manner be construed to limit or restrict the First Parties rights under Paragraph 6 nor shall written notice be required of the First Parties at any time they shall cut off the water due to an insufficiency of supply according to Paragraph 6.

8. In the event the First Parties cut off the water to the premises of the Second Parties under Paragraph 6, they shall pay only a pro-rata share for the number of days during that month for which they received water.

9. Any of the options of termination given by this instrument shall be exercised in writing and shall be effective to terminate this instrument and all rights and duties thereunder upon delivery of said writing to the other parties or any permanent occupants of the other parties premises.

10. In the event the First Parties waive any rights under this agreement, such waivers shall at no time be construed to be permanent or continual waivers of such rights.

11. The rights given to the Second Parties by this instrument shall not be assigned or otherwise transferred without the written consent of the First Parties, and in the event such consent is given, such assignees will take subject to all the rights and duties set forth above.

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