

it was in prior to the construction of said sewer line and to the satisfaction of the said George E. McClenaghan and Susie J. McClenaghan. It is further understood and agreed that if and when re-entry at some future date is necessary or any repairs or alterations are done on the McClenaghan premises, then the McClenaghan premises shall again be restored as nearly as possible to the same condition it was in prior to any subsequent re-entry or re-entries and to the satisfaction of George E. McClenaghan and Susie J. McClenaghan, their heirs and assigns.

This right-of-way agreement is binding upon the said M. P. Norungolo and Emma E. Norungolo, their heirs and assigns forever and the said George E. McClenaghan and Susie J. McClenaghan, their heirs and assigns, and shall run with the land.

The said M. P. Norungolo and Emma E. Norungolo, their heirs and assigns, do hereby agree that they shall indemnify and save harmless the said George E. McClenaghan and Susie J. McClenaghan, their heirs, successors and assigns, forever from and against any and all liabilities, penalties, damages and judgments which shall arise by the use of this right-of-way by M. P. Norungolo and Emma E. Norungolo, their heirs and assigns with regard to any injuries to a person or property of any kind and nature.

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