

1. The respective Owners and/or Lessee of the 17.18 acre tract and of the 11.21 acre tract shall maintain the lake shore frontage of each tract.

2. Expenses for the maintenance and repair of the dam, spillway and other appurtenances thereto shall be shared equally between the respective Owners and/or Lessee of the 17.18 acre tract and of the 11.21 acre tract.

3. The Owners and Lessee of the Premises shall have the right to the use and full enjoyment of the entire lake for fishing, swimming or boating, provided, however, that no power boats shall be permitted on said lake.

4. Use of the lake bank shall be limited and restricted to use only by the Owners and Lessee of the tract in which said bank lies.

5. Each of the Owners and the Lessee thereof shall have the right to construct and maintain docks, floats or rafts for swimming and fishing purposes in the lake so long as the use of same does not interfere with the use of said lake by the Owners and Lessee of the other tract.

6. The Owners and Lessee of the 11.21 acre tract do hereby grant, sell, bargain and release unto the Owners and Lessee of the 17.18 acre tract, their heirs and assigns, a right of way for the construction, operation and maintenance of a sanitary sewer line, said right of way to have a total width of twenty-five feet, being more particularly shown on the plat referred to hereinabove and having such metes and bounds as are shown thereon. The Owners and Lessee of the 11.21 acre tract agree to execute necessary right of way documents in the event it becomes desirable to convey the right of way to a public authority.

7. The Owners and Lessee will carry premises liability insurance in an amount not less than One Million and No/100 (\$1,000,000.00) Dollars which shall cover the operation, maintenance and use of the dam and lake.

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