

2. There is reserved to the Grantor, their heirs and assigns the right and privilege to use the above described land of the Grantor at any time, in any manner and for any purpose not inconsistent with the full use and enjoyment by the Grantee, its successors and assigns, of the rights and privileges herein granted.

3. The Grantee is responsible for operating and maintaining the works of improvement herein described.

4. a. The Grantee shall have the right to obtain embankment material from the vicinity of the dam as needed.

b. The Grantee shall have the right to clear and remove underbrush and trees from the pool area and a fifteen (15') foot horizontal strip adjacent thereto.

c. The Grantor shall remove all existing fences from the right-of-way that he so desires to salvage, confine his livestock on other lands during construction and replace all fences needed at the expense of Grantee upon completion of construction. The Grantor agrees to prevent grazing on the emergency spillway, borrow area and dam except upon written permission of and upon the terms specified by the Grantee.

d. The Grantor agrees not to permit the placement of any screen or other obstruction around the outlet of the dam including the emergency spillway, or to change the water level established by the Grantee.

5. The Grantee agrees to pay to Grantors rent during the two (2) year construction period in the total amount of Five Hundred Sixty and no/100 (\$560.00) Dollars, payable in advance upon the signing of these presents.

TO HAVE AND TO HOLD the aforesaid easement in, over, and upon the above described land of the Grantor, with all the rights, privileges, and appurtenances thereto belonging or in anywise appertaining, unto the Grantee, its successors and assigns forever.

IN WITNESS WHEREOF, Grantors have executed this instrument on the 14th day of Sept., 1982.

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