

NOW THEREFORE, the parties hereto in consideration of the premises hereby agree as follows:

1. Telephone Company hereby permits the flowing of water upon, over and across a portion of its said right of way above described.
2. Whenever, in the opinion of Telephone Company, replacement or reconstruction work on said lines at the points where water may be flowing around said poles or fixtures, draining of the pond or lake will be necessary in order to permit such work to be performed, Land Owners will upon receipt of notice from Telephone Company promptly drain the said pond or lake.
3. Land Owners covenant and agree that the level of water in said pond or lake, where the water is over Telephone Company's right of way or around its poles, will not be permitted to exceed a maximum of 14 feet.
4. The right is hereby reserved to Telephone Company, if it deems such action necessary, to substitute the existing type of construction of its said lines with some other types such as A or H type construction.
5. Land Owners hereby indemnify and save harmless Telephone Company from and against any claims for damage to the said pond or lake or any earthen dam or works constituting a part of same which may arise out of the construction, reconstruction, operation or maintenance of said telephone and telegraph lines.

This instrument shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.