

(3) That the height of said dam will not be altered without the written consent of all the parties hereto, or their heirs and assigns.

(4) That Sisk, or her heirs and assigns, shall have the right to discontinue the maintenance of said dam at any time she so desires. That if Sisk or her heirs or assigns discontinues the maintenance of said dam, then Huguenin or her heirs and assigns shall have the right to maintain said dam at its present height of 16.5 feet and to flood the 50-foot strip hereinabove referred to and the respective properties of the parties hereinabove referred to with the waters impounded by said dam.

(5) That if both Sisk and Huguenin, or their respective heirs and assigns, discontinues the maintenance of said dam, then either party shall be entitled to remove said dam and upon removal of said dam and lake, this agreement shall be of no force and effect and the parties hereto will own their respective properties free and clear of the license, permission, easement and right of way granted herein.

(6) That Gunter and her heirs and assigns shall not be required to maintain said dam, and she and her heirs and assigns shall not have the right to require the maintenance of said dam by Huguenin and Sisk, or to require the continuation of the lake created thereby.

(7) That Gunter, on none of whose land the lake is situate, shall not be required to maintain said dam, nor shall she or her heirs and assigns, have the right to require the maintenance of the same by Sisk or Huguenin or to require the continuation of the lake created by the erection of the same, nor shall Gunter have the right to sell, assign or in any way convey to any person, firm or corporation not a party to this agreement any rights to said dam and/or

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