

0-1132-105

as shall be necessary and required to maintain, use and operate said dam and the waters it controls. Furthermore, the undersigned J. R. MARTIN contracts, covenants, acknowledges and agrees that FRANK S. LEAKE, JR., his heirs, successors, assigns, grantees, and devisees shall be allowed to maintain that portion of the dam located on property owned by J. R. MARTIN in perpetuity, and that this Easement and Right-of-Way shall run with the land and be appurtenant thereto forever. This Agreement specifically includes the right of Leake, his heirs, successors, assigns, grantees and devisees to come upon my property as is reasonably necessary to repair and/or maintain the dam in the future. The undersigned FRANK S. LEAKE, JR. acknowledges and agrees that any expenses incurred shall be solely the responsibility of himself and his heirs, successors, assigns, grantees, and devisees and furthermore agrees and acknowledges that the right to enter upon the land of Martin shall not be abused or that the free use and enjoyment of the land owned by Martin shall not be unreasonably interfered with or interrupted.

FURTHERMORE, the undersigned FRANK S. LEAKE, JR., his heirs, successors, assigns, grantees and devisees, in consideration of the premises and covenants contained herein do hereby grant to Martin, his heirs, successors, assigns, grantees and devisees the right to use the lake for fishing and recreational purposes and also for irrigation purposes for the property owned by Martin which is adjacent to the lake so long as the irrigation use is not unreasonable and does not interfere with or interrupt the use and enjoyment of the lake by Leake, his heirs, assigns, grantees, successors, and devisees.

This agreement shall be specifically binding upon the undersigned parties and their respective heirs, successors, assigns, executors, administrators, personal representatives, grantees, and devisees in perpetuity.

RV-2  
0  
4  
0

4328 RV-2