

any replacement thereof for the purpose of having water supplied from the said driven deep well for the benefit of the adjoining premises of the said Nellie E. Clendaniel, Elisabeth Lewis and Mary S. Kersey, subject to the following conditions:

(a) That said pipe or any replacement thereof shall be used for the purpose of supplying water to the premises of the said Nellie E. Clendaniel, Elisabeth Lewis and Mary S. Kersey only, with no right to grant unto the owners of any other lands the right to tap and connect to said pipe or to otherwise draw water from said driven deep well.

(b) That the said Nellie E. Clendaniel, Elisabeth Lewis and Mary S. Kersey shall from time to time pay one-third of the costs of the up-keep of the driven deep well along with the owners of the property of the parties of the first part and the parties of the fourth part.

(2) To grant and do hereby grant unto Nellie E. Clendaniel, Elisabeth Lewis and Mary S. Kersey the right, whenever it might be necessary to repair or replace the said pipe in the premises of the parties of the first part, to enter upon the said premises for the purpose of repairing or replacing the same, provided the said premises after each such entry so made shall be left in the same condition as possible as when entry was made.

THE PARTIES OF THE FIRST PART  
FURTHER COVENANT AND AGREE:

(1) To grant and do hereby grant unto Ames Horney forever, full right and liberty to tap and connect by pipe the aforesaid driven deep well on the property of the parties of the first part and to use said pipe or any replacement thereof for the purpose of having water supplied from the said driven deep well for the benefit of the adjoining premises of the said Ames Horney, subject to the following conditions:

(a) That said pipe or any replacement thereof shall be used for the purpose of supplying water to the premises of the said Ames Horney only, with no right to grant unto the owners of any other lands the right to tap and connect said pipe or to otherwise draw water from said driven deep well.

(b) That the said Ames Horney shall from time to time pay one-third of the costs of the up-keep of the driven deep well along with the owners of the property of the parties of the first part and the parties of the third part.

(2) To grant and do hereby grant unto Ames Horney the right, whenever it might be necessary to repair or replace the said pipe in the premises of the parties of the first part, to enter upon the said premises for the purpose of repairing or replacing the same, provided the said premises after each such entry so made shall be left in the same condition as possible as when entry was made.

THE PARTIES OF THE FIRST PART  
FURTHER COVENANT AND AGREE:

(1) To pay from time to time one-third of the costs of the up-keep of the driven deep well with the owners of the property of the parties of the third and fourth part.