

force or hereafter may be promulgated. All alterations or amendments to such rules or regulations hereinafter to be adopted shall be in force only from and after thirty (30) days from the mailing of a copy thereof addressed to the consumer at his last preceding address furnished the Company.

3. Subject to the provisions of this agreement, commencing two (2) years from the date hereof compensation shall be paid for the use of said water at the rate of Two and fifty hundredths (\$2.50) Dollars annually per acre for all of said lands which is subject to irrigation from the Company's ditch, being eighteen acres said payment to be made on or before July first of each year, after said first two years, in advance, at the principal office of the Company. Rates and other charges payable hereunder, together with interest thereon from the dates due and payable respectively until paid, at the rate of eight per cent (8%) per annum, together with all costs and expenses of collection, shall be and are hereby declared to be a lien upon said premises from the time the same become due.

4. Said Company shall furnish, maintain and operate measuring devices at the expense of the Grantee. The method of measuring, delivering and regulating the supply of water delivered to the Grantee and the place of delivery shall be prescribed by the Company and shall at all times be under its control.

5. The Company shall have the right to change the size, course and use of its laterals or ditches, provided such change, use or enlargement shall not interfere with the flow of water to the detriment of the Grantee; the Company shall have a free right of way over said premises for such laterals, supply ditches and conduits, and for their maintenance and repair; provided that the Company shall be responsible for all damages to the permanent improvements and crops of the consumer caused by any change of its laterals, supply ditches or installation of seepage or waste water ditches. The Company shall have the right to shut off the water in any of its conduits in emergencies, for necessary repairs or improvements, without cost or claim for damages by the Grantee; but it shall, with reasonable diligence, restore the same. The Company shall not be responsible for a deficiency of water caused by hostile diversion or obstruction, scarcity of natural supply, forcible entry, riot, legal restraint, damage by flood or other act of God; but it shall use and employ due diligence in restoring and protecting the flow of water in its conduits from any such causes.

6. In case of any damage to the Grantee, immediate notice shall be given by such Grantee to the Company, in writing, at its office, and in no event longer than five days after the discovery of such damage. A failure to give such notice shall constitute a waiver of all claim for such damages.

7. The Company shall have the option to install and own all conduits of every nature connecting said premises with the laterals of said Company. No conduit connections connecting said premises with the laterals shall be made except by or under the supervision of the Company.

8. Whenever the consumer is in default as to any obligation imposed herein, the Company shall have the right to shut off the water from said premises. The appliance for shutting off the water and turning the same on shall be in the exclusive possession and control of the Company.

9. Water for irrigation shall be delivered during said irrigating season of each year, but the particular hours of the day in which the same shall be delivered shall be under the control exclusively of the Company. Water shall be measured at the point of delivery on the Company's conduit.

10. The Grantee shall use economy and good husbandry at all times in the use of water, adopt all approved reasonable expedients for the economical use of the water.

11. Water shall not be used for any purpose, either directly or indirectly, other than