

fifteenth, annually, to be used upon said above described and granted premises; provided however, that whenever the supply of water from the system of said Company shall, for any reason be insufficient to supply all of the persons entitled to the use of water from its system, the full amount agreed to be furnished to each, the Company shall have the right, by its Superintendent, to determine the amount of water to be delivered to each user during such shortage.

2. Said Grantee, as a part of the consideration for this conveyance and the agreement of the Company to furnish water as aforesaid, hereby agrees to comply with all the provisions, requirements and regulations of the Company, its successors and assigns, which are now in 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 to the Company.

3. Subject to the provision 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 land which is subject to irrigation from the Company's ditch, 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 on the land 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 connection connecting said premises with the laterals shall be made except by or under the