

Save and except therefrom all public highways, and the right of said Company to construct and maintain upon and across said premises all necessary canals, flumes or ditches for its irrigation system, with the right to enter upon said premises at any and all times to inspect and repair the same.

TOGETHER WITH, all and singular, the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD said above described and granted premises unto the said Grantee and unto her heirs and assigns forever.

And the said Company hereby covenants to and with said Grantee, that it is the owner in fee of said premises; that the same are free from all incumbrances, and that it will and its successors and assigns shall, forever warrant and defend the same, and the peaceable possession thereof, unto the said Grantee, and unto her heirs and assigns forever, against the lawful claims of all persons whomsoever.

1. The said Company further hereby sells and agrees to convey and deliver to the said Grantee the perpetual right to take and use from the conduits of said Company, for irrigation purposes only (3 1/3) Three Miners inches of water, during the irrigation season, which is hereby agreed to be from May fifteenth to September 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 hereafter 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 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 land which is subject to irrigation from the Company's ditch, (10) Ten 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 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