

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 claims 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 for irrigation and domestic purposes upon said premises.

12. The Company shall be under no obligation to any successor in interest to said Grantee of said water right or said premises, until the transfer shall have been duly executed and a duplicate thereof filed with the Company.

13. Each Grantee and his or her successor shall give notice in writing to the Company, at its office, of the post-office to which all notices or communications addressed and notice sent by mail shall be sent to such address shall have the effect of personal service.

14. Whenever said tract shall, be subdivided in ownership, the Grantee or his successors shall construct and maintain, subject to the approval of the Company, any additional work necessary to furnish each portion of the land its pro rata share of the water, and thereafter the owner of each portion shall pay for his pro rata share of said water; provided, however, that the minimum amount to be paid by any owner shall not be less than Ten (\$10.00) Dollars per year. The decision of the Company of any question as to pro rata share shall be conclusive. Neither the Grantee nor his successor in interest shall erect or permit to be placed within fifty (50) feet of any canal or lateral ditch of the system of the Company, either upon or near said premises, any stable, corral, hog house, hog yard, poultry house or yard, butchering house or yard, water closet, cess pool, manure pile, compost heap or other structure or deposit injurious to health or that might befoul the water in said canal or ditches, nor permit any garbage, refuse or other objectionable material of any sort to injure or befoul such water.