

14. Each consumer and any person claiming any interest under consumer shall give notice in writing to said Home Valley Irrigation & Power Company, at its office, of the post office address to which any and all notices or communications of said Company to such party may be addressed and all such notices or communications addressed by the United States mail to the last preceding post office address given by such party shall have the effect of personal service thereof. Notices shall be addressed to parties deceased or under any Guardianship, Receivership, or Trusteeship of any nature until the names and addresses of the Heirs, Executors or Administrators, or other Trustees, with proper evidence of Heirship or official character shall have been furnished said Company in writing.

15. The premises above referred to are situated in Skamania County, State of Washington, and described as follows:

The Southeast One Fourth of the Northeast One Fourth of the Northeast One Fourth of Section One Township Three North of Range Seven and One Half East of the Willamette Meridian, in Skamania County, Washington.

16. Whenever said tract shall, with the consent of said Home Valley Irrigation & Power Company, be subdivided in ownership, the consumer shall at their own expense, subject to approval of said Company, provide, construct and maintain any additional works or conduits necessary to furnish each portion its pro rata share of the above amount of water, and each portion shall thereafter be entitled to, and pay for only its pro rata share of said amount of water; Provided, however, that the minimum amount that shall be paid by any such subdivision of said lands shall not be less than Ten (\$10.00) Dollars each year.

The decision of the Home Valley Irrigation & Power Company of any question as to pro rata share of such payment to be made by any party shall be conclusive.

17. Waiver of provisions hereof can only be established by indorsement of said Home Valley Irrigation & Power Company hereon and waiver in any instance or case, or number or instances or cases, shall not operate as waiver in any other instance or case unless so endorsed in writing hereon by said Company.

18. All provisions hereof shall operate in favor of and against the parties hereto, their heirs, executors, administrators, successors and assigns, whether by voluntary act or operation of law, and all words herein shall be construed as the case may be as either plural or singular, masculine, feminine or impersonal, according to the evident intent;

19. The Grantee shall not erect or place or cause to be erected or placed within Fifty feet of any canal or lateral ditch of the irrigation system of the Grantor, upon or near the premises herein conveyed 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 inclosure or condition productive of offal, or any other refuse injurious to health, or that might befoul the water within said canal or ditches, nor permit any domestic animal or poultry, garbage, offal, manure, slops or refuse of any sort within control of the Grantee to injure or befoul any canal or ditch of the Grantor.