

CORNER OF THE I. H. BUSH DONATION LAND CLAIM; THENCE WEST 2200 FEET, THENCE SOUTH 329 FEET, THENCE WEST 600 FEET, THENCE SOUTH 271 FEET, THENCE EAST 2306.5 FEET TO A POINT 30 FEET WEST OF THE CENTER OF THE NORTH BANK HIGHWAY, THENCE NORTH 29° EAST 320 FEET TO THE PLACE OF BEGINNING.

ALSO THE RIGHT TO CONSTRUCT AND MAINTAIN UPON THE SAID LAND, SUCH DAMS OR RESERVOIRS AS MAY BE NECESSARY OR CONVENIENT FOR THE PURPOSE OF IMPOUNDING AND TAKING THE WATER FROM SAID CREEK AS AFORESAID; ALSO THE RIGHT OF WAY OVER AND ACROSS THE ABOVE DESCRIBED LAND FOR THE PURPOSE OF LAYING AND MAINTAINING THEREON, A PIPE LINE, FLUME OR OTHER CONDUIT, TOGETHER WITH THE RIGHT TO GO UPON SAID LANDS FOR THE PURPOSE OF REPAIRING, REPLACING AND MAINTAINING SAID INTAKES, CONDUITS OR OTHER PROPERTY APPURTENANT THERETO, OR USED IN CONNECTION THEREWITH.

TO HAVE, HOLD, USE AND ENJOY THE SAME FOR A TERM OF THREE (3) YEARS FROM THE DATE HEREOF.

THE SAID PARTY OF THE SECOND PART PROMISES AND AGREES TO PAY AS RENTAL FOR THE USE OF SAID EASEMENT AND PRIVILEGE, THE SUM OF TWENTY-FIVE (\$25.00) DOLLARS PER ANNUM, PAYABLE ANNUALLY IN ADVANCE, AND IN CASE OF DEFAULT IN SUCH PAYMENT, THIS AGREEMENT SHALL BECOME NULL AND VOID AND ALL RIGHTS HEREUNDER SHALL IMMEDIATELY TERMINATE, BUT IF THE SAID PARTY OF THE SECOND PART SHALL PAY THE RENTAL AFORESAID; IT SHALL AND MAY HAVE THE RIGHT TO USE AND ENJOY THE ABOVE GRANTED EASEMENT AND PRIVILEGES DURING THE FULL TERM AFORESAID.

THE SAID PARTIES OF THE FIRST PART FURTHER PROMISE AND AGREE THAT IN CASE OF SALE OF THE ABOVE DESCRIBED REAL PROPERTY OR OF THE LAND OWNED BY THE PARTIES OF THE FIRST PART IN SECTION 11 TOWNSHIP 2 NORTH OF RANGE 7, KNOWN AS THE ASH RANCH, DURING THE TERM HEREOF, THE PARTY OF THE SECOND PART SHALL AND MAY HAVE THE OPTION TO PURCHASE THE RIGHTS, PRIVILEGES AND EASEMENTS ABOVE DESCRIBED FOR THE SUM OF \$1000.00.

IT IS MUTUALLY AGREED AND UNDERSTOOD THAT IN CASE THE PARTY OF THE SECOND PART SHALL CAUSE A WATER RIGHT TO BE FILED UPON SAID STREAM, IT SHALL AT ALL TIMES BE SUBJECT TO THE TERMS AND CONDITIONS OF THIS LEASE AND SHALL NOT OPERATE IN ANY MANNER TO DEPRIVE THE PARTIES OF THE FIRST PART OF ANY OF THEIR RIGHTS AS RIPARIAN OWNERS, OTHERWISE THEN AS EXPRESSLY CONVEYED HEREIN.

IT IS FURTHER MUTUALLY AGREED AND UNDERSTOOD THAT THE RIGHT TO THE USE OF SAID WATER COVERS THE WAIVER DURING THE PERIOD OF THIS AGREEMENT TO ALL THE RIPARIAN RIGHTS OF THE PARTIES OF THE FIRST PART APPERTAINING TO ALL THE LAND THEY NOW OWN IN SAID SECTIONS 10 AND 11 TO THE ABOVE DESCRIBED ONE-HALF OF THE WATER OF SAID BLUE CREEK, BUT THAT THE REMAINING ONE-HALF OF SAID WATER SHALL BE LEFT TO FLOW ACROSS ALL OF THE PROPERTY OWNED BY THE PARTIES OF THE FIRST PART IN THE NATURAL COURSE OF SAID BLUE CREEK.

THE SAID PARTIES OF THE FIRST PART FURTHER COVENANT AND AGREE THAT THIS LEASE MAY, AT THE OPTION OF THE PARTY OF THE SECOND PART, BE EXTENDED FOR A FURTHER TERM OF THREE YEARS AT A RENTAL OF \$50.00 PER YEAR, PAYABLE IN ADVANCE AND THEREAFTER MAY BE EXTENDED FOR SUCH FURTHER LENGTH OF TIME AS THE SAID PARTY OF THE SECOND PART MAY DESIRE THE SAME, AT AN ANNUAL RENTAL OF \$100.00, PAYABLE IN ADVANCE.

IN CASE THE SAID PARTY OF THE SECOND PART SHALL DESIRE TO SO RENEW, NOTICE THEREOF SHALL BE GIVEN TO THE PARTIES OF THE FIRST PART, THEIR HEIRS AND ASSIGNS, AT LEAST TEN (10) DAYS PRIOR TO THE END OF SUCH TERM.