

system of distribution of water to the irrigators in turn and by rotation as will best protect and serve the interests of all the users of water from said system, devised by the party of the first part, its successors or assigns and used by and with the consent and approval of the State Board of Land Commissioners, in accordance with the terms of the contract between the State of Wyoming and The Uinta County Irrigation Company, and this certificate also entitles the owner to a proportionate interest in all dams, canals or other irrigation works, dam, canal or reservoir permits granted by the State Engineer, and all other rights and franchises of The Uinta County Irrigation Company applicable to The Cottonwood Canal Company, said proportionate interest being based upon the number of shares finally sold in accordance with the said contract between the said Company and the State of Wyoming, each share representing such interest as a unit of 40 acres of irrigable land bears to the total area of irrigable land included in said permits, and reclaimed by the said irrigation system.

This certificate and the interest it represents cannot be sold or disposed of separate and apart from the land described herein. A sale or disposal of the land carries with it this certificate and the interest it represents as part and parcel thereof and the right to the use of water represented by this certificate cannot be transferred to any other land than that described in this certificate.

Attest:

THE UNTA COUNTY IRRIGATION COMPANY,  
Wm. L. Maxwell Secretary (CORPORATE SEAL) By J. E. Maxwell President.

Said certificate to be delivered as provided in said State Contract and under the conditions therein stated.

The water which the purchaser shall have the right to conduct and receive through the said canal system shall be used upon and the water shall become dedicated and be appurtenant to the following described land and no other, to-wit:

Northwest quarter of Section 23 Township 31 North of Range 111 W., containing

160 (152.2 irrigable) acres, in Fremont County, State of Wyoming.

And the parties hereto expressly agree as follows, to-wit:

1. This agreement is made in accordance with the provisions of said contract between the State of Wyoming and the Company, which, together with the laws of the State of Wyoming under which this agreement is made, shall be regarded as defining the rights of the respective parties, and shall regulate the provisions of the shares of stock to be issued to the purchaser by The Cottonwood Canal Company.

2. The Company agrees that so long as it retains control of The Cottonwood Canal Company, to-wit: so long as it shall continue to vote a majority of the stock of said company, as provided by the State Contract, that it will cause said Company to keep and maintain the said irrigation system in good order and condition and to cause any necessary repairs thereto to be made as soon as practicable and expedient.

Said The Uinta County Irrigation Company is to have power to levy all necessary tolls, charges and assessments upon all users of water in proportion to their respective holdings of stock, whether water is used or not, and the Company hereby agrees that no charges shall be made for the delivery of water from this date until after the first day of May, 1913, and that thereafter the annual charge for maintenance shall not, during the period prescribed in the State Contract, exceed the sum of 40 cents for each and every acre susceptible of irrigation. The purchaser agrees to pay the proper assessed charges at the office of the Maxwell Investment Company, Kansas City, Missouri, on the first day of May of each year without notice.

3. The consideration for the water rights hereby agreed to be conveyed is the sum of \$3805.00 and the balance thereof remaining due after the cash payment hereinbefore acknowledged, to-wit: the sum of \$3348.40, is due and payable as follows, to-wit:

Number of Payment	When Due	Amounts	Remarks
	Day: Month :Year	Principal:Interest: Total	
First Deferred Payment	1 : November:1914:	3 334.84: \$ 200.90: \$355.74:	Pd. 45.00 7/6-15
Second Deferred Payment	1 : November:1915:	334.84: 180.81: 515.65:	Pd. 6.00 6/7-15
Third Deferred Payment	1 : November:1916:	334.84: 160.72: 495.56:	Pd. 45.00 2/2-16
Fourth Deferred Payment	1 : November:1917:	334.84: 140.63: 475.47:	as Cr. \$23.40
Fifth Deferred Payment	1 : November:1918:	334.84: 120.54: 455.38:	Pd. 45.00 Aug. 10
Sixth Deferred Payment	1 : November:1919:	334.84: 100.45: 435.29:	1915
Seventh Deferred Payment	1 : November:1920:	334.84: 80.36: 415.20:	* 30.00 Sept.
Eighth Deferred Payment	1 : November:1921:	334.84: 60.27: 395.11:	30 - 1915
Ninth Deferred Payment	1 : November:1922:	334.84: 40.18: 375.02:	* 15.00 Oct. 28
Tenth Deferred Payment	1 : November:1923:	334.84: 20.09: 354.93:	1915
			/of 4/21-15

All of which said payments the purchaser agrees to make at the office of Maxwell Investment Company, Kansas City, Missouri.

Interest from Nov. 1, 1913 at six per cent per annum shall be paid annually, but if interest is not paid within thirty days from the date the same falls due, then in such case it shall be computed for the entire period at the rate of eight per cent. per annum.

All interest accruing prior to the date on which notice is given to the entryman that the Company is prepared to furnish water under the terms of this contract is hereby waived.

4. The purchaser hereby covenants and agrees that upon default in the payment of any of the payments above specified or of the interest thereon, or any annual charge, toll or assessment, for the operation and maintenance of the irrigation system herein-