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8. It is stipulated and agreed that if from casual, unforeseen or unavoidable accidents, or from the volume of water proving insufficient from drought, or from any other cause beyond the control of the said party of the first part, its successors or assigns, shall not be in any way liable because of any such shortage or deficiency of water supply occasioned by any of said causes.

9. It is further stipulated and agreed that, if for any reason or any cause, the supply of water shall be insufficient to furnish all the water granted by the State Engineer of the State of Wyoming to the said party of the first part for use through said irrigation system according to its estimated capacity, or, if from any cause beyond the control of the said party of the first part, its successors or assigns, the water supply shall be insufficient to furnish an amount equal to that provided for in all the contracts then in full force and effect between the said party of the first part and purchasers of proportionate interests in said irrigation system and water permits for use upon lands described therein, then and in such case the said party of the first part, its successors or assigns, shall have the right to distribute the available water delivered through said irrigation system to the owners of proportionate interest in said irrigation system and water permits in accordance with the provisions of said decree and the laws of Wyoming relating thereto.

10. The said party of the second part, his heirs or assigns, in consideration of the agreement herein entered into on the part of the said party of the first part, its successors or assigns, hereby waives any and all claim or claims which might hereafter arise or accrue to him for any loss or damage by reason of seepage, leakage or overflow from said canal, laterals or ditches, belonging to said party of the first part, either upon the land hereinbefore described, or upon any other tract or tracts of land owned by the said party of the second part, his heirs or assigns, anything in any statute, law or custom to the contrary notwithstanding.

11. In consideration of the premises and the covenants herein contained to be performed by the party of the first part, said party of the second part, his heirs or assigns, hereby agrees to pay unto the said party of the first part, its successor or assigns, the sum of Three Hundred (\$300) Dollars, with interest thereon payable annually at the rate of six per cent. per annum, and at interest at the rate of eight per cent. per annum after maturity, said sums to be paid in yearly installments, as follows:

First Deferred Payment	<u>Nov. 20-1946</u>	Seventh Deferred Payment	.....
Second Deferred Payment	<u>Nov. 20-1947</u>	Eighth Deferred Payment	.....
Third Deferred Payment	<u>Nov. 20-1948</u>	Ninth Deferred Payment	.....
Fourth Deferred Payment	.....	Tenth Deferred Payment	.....
Fifth Deferred Payment	.....	Eleventh Deferred Payment	.....
Sixth Deferred Payment	.....	Twelfth Deferred Payment	.....

And it is expressly stipulated and agreed that the said party of the first part, its successors or assigns, shall have, and are hereby given a first and prior lien on said proportionate interest in said irrigation system and water permits herein contracted for and upon the lands herein described, for all the above deferred payment as well as for assessments for maintenance, operation and repairs of said irrigation system as hereinbefore set forth. Said lien is to be in all respects prior to any and all other liens created or attempted to be created upon said proportionate interests and lands by said party of the second part, his heirs or assigns. Said lien is to remain in full force and effect until the last of the deferred payments is fully paid and satisfied, and upon default being made on any of said deferred payments or assessments, the said party of the first part, its successors or assigns, shall have the right to foreclose the lien hereby created, and may sell and dispose of the said land and proportionate interest in said irrigation system and water permits, and all the right, title and interest of said party of the second part, his heirs or assigns, therein under the provisions of the Statutes of the State of Wyoming for the foreclosure of real estate mortgages, or in accordance with the special provisions of Chapter 38 of the Session Laws of Wyoming of 1895 and acts amendatory thereof and supplementary thereto, or by suit in equity, and out of money arising from such sale, to retain the said principal sum and interest, together with all costs, fixed charges thereon, taxes and assessments due remaining unpaid, and

for attorney, solicitor, or counsel fees; and said party of the second part hereby covenants and agrees to pay all taxes and assessments upon said land and proportionate interest, and if he shall fail to do so, then in that case, the party of the first part, its successors or assigns is hereby authorized to pay said taxes and assessments, and any such sums of money so expended by said party of the first part, its successors or assigns, shall be added to the debt hereby created and secured, and the same shall draw interest at the rate of eight per cent. per annum; but no lien shall be created, or attempted to be created upon the interest in water permits, rights of way, easements, franchises, and irrigation system represented thereby, other than to secure the deferred payment or payments on his water right, interest, charges, taxes and assessments incident thereto.

12. In consideration of all and singular the premises, it is agreed that the said party of the second part, his heirs or assigns, may enter into the use and enjoyment of said proportionate interest herein contracted for to the full extent of said right from and after the 26th day of Nov. A. D. 1946, as fully as though all payments had been made; provided always that such use and enjoyment of said right shall always be, and it is hereby so made to be, subject to all and singular the terms and conditions, and the intent thereof, in this contract hereinbefore set forth.

IN WITNESS WHEREOF, THE BOULDER IRRIGATION DISTRICT has hereunto caused its corporate name to be subscribed by its president, and its corporate seal to be affixed, as well as to triplicate copies hereof, and the said party of the second part has subscribed his name and affixed his seal hereto, as well as to triplicate copies hereof, the day and year first above written.

Attest:

Sam Stark

(SEAL)

Secretary.

THE BOULDER IRRIGATION DISTRICT,

By

S. F. Taylor

President.

Donald Sparks

Signed, sealed, and delivered in the presence of