

464

6

under the said canal or ditch. Provided such assessment, with the limitations above described, shall not exceed the proportionate share of the Purchaser in the said irrigation system and water permits. Said assessment is to be due and payable on the first day of November, in the year the assessment is made, and it is expressly stipulated and agreed that such assessment, when made, shall become a lien upon the proportionate interest of the Purchaser in said irrigation system and water permits and the land described herein, in favor of the Company, and in case the Purchaser shall remain in default for ninety days after the mailing by the Company of a written notice addressed to the last known place of residence of the Purchaser, the Company may enforce said payment by foreclosure upon said interest of the Purchaser in said irrigation system and water permits and upon the lands herein described, or by suit in any court of competent jurisdiction brought by the Company.

And it is also further provided, that in case of default in the payment of any of said assessments, it shall be lawful for the Company to shut off the water supply for the lands described herein from the use of the Purchaser until the amount of any such assessment due and remaining unpaid shall have been paid.

5. It is stipulated and agreed that if from casual, unforeseen, or unavoidable accidents, or if the volume of water shall prove insufficient from drought, or from any other cause beyond the control of the Company the full amount of water herein contracted for cannot be furnished as herein provided, the Company shall not be, in any way, liable because of any such shortage or deficiency of water supply occasioned by any of said causes.

6. 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 Purchaser for use through said irrigation system according to its estimated capacity, or, if from any cause beyond the control of the Company 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 Company and purchasers of proportionate interests in said irrigation system and water permits for use upon lands described therein, then and in such case the Company shall have the right to distribute the available water delivered through said irrigation system to the owners of proportionate interests in said irrigation system and water permits in pro rata shares, and for the purpose of so doing may establish and enforce such rules and regulations as it may deem necessary and expedient.

7. The Purchaser, in consideration of the agreements herein entered into on the part of the Company, hereby waives any and all claim or claims which might hereafter arise or accrue to the Purchaser for any loss or damage by reason of leakage or overflow from said canal, laterals or ditches, belonging to the Purchaser, either upon the land hereinbefore described or upon any other tract or tracts of land owned by the Purchaser anything in any statute, law or custom to the contrary notwithstanding.

8. It is agreed by the Purchaser that any of the foregoing described land for which application is being made for Desert Land Entry in the office of the United States Land and Survey Office of the Bureau of Land Management or any successor agency, that if said entry is allowed he will proceed with diligence to cultivate and improve such land and procure a Patent to the same as soon as possible.

9. At any time after the sale of water rights representing 50% of the total irrigable acreage under the said canal (ditch), the Company may elect to turn over the administration and management of the project by mailing a notice to each purchaser of a time and place for a meeting for the purpose of organizing a ditch company or organization. Each irrigable acre in the project shall represent one share of voting stock in any such ditch company or organization. Within 30 days after the sale of water rights representing 90% of the total irrigable acreage, such ditch company or organization shall be organized in the manner above described and management of the project turned over to the purchasers. The Purchaser does hereby appoint the Company attorney in fact to vote the shares of stock of the Purchaser in the organization of said Ditch Company at any such meeting at which the Purchaser is not present in person. When the organization of any such ditch company or organization is completed, the Company may elect to dispose of any unsold water right as follows: (a) to retain said water permits for future sale, with the right to vote the shares of stock represented thereby in any meeting of such ditch company or organization; (b) to sell said water permits to such newly organized ditch company or organization; or (c) to cancel said permits by petition to the State Engineer of Wyoming.

10. The Purchaser agrees to grant a right-of-way over, upon or across any of the above described land, free of charge, for the purpose of constructing, operating and maintaining any ditches or laterals necessary for the irrigation of any lands upon or in connection with such water or irrigation system or project, under such ditch or canal.

11. In consideration of the premises and the covenants herein contained to be performed by the Company, the Purchaser hereby agrees to pay unto the said party of the first part, its successors or assigns, the sum of One Thousand One Hundred Eighty-five Dollars (\$ 1185.00) at the time of execution of this Contract and to pay the remainder of the purchase price in 10 deferred payments, with interest thereon payable annually, before maturity, at the rate of six per cent per annum, and after maturity at the rate of eight per cent per annum, said deferred payments to be paid in installments as follows:

(Total purchase price, \$6710.00)