

28

nine hundred and seventy-five dollars (\$10,975) whichever is the smaller sum. Payment of said amount to be made in three equal installments. The first payment to be made when the dam is approximately one-third (1/3) completed, the second when the dam is approximately two-thirds (2/3) completed, and the final installment after the dam is fully completed and accepted by said District.

10. The Commission agrees that the management, operation, and control of said reservoir basin and the retaining dam, including the regulation, closing and opening of the release gates and the filling of said reservoir basin, shall be under the exclusive control and management of the District, provided that the District must so regulate said release gates as to deliver to the Commission in the channel of Boulder Creek at a point immediately below the District's diversion the amount of water to which the Commission is entitled under this agreement.

11. The District will not be liable to the Commission for any injury or damage it may sustain caused by the elements or any condition beyond the control of the District.

12. This agreement is binding upon the successors, grantees and assigns of the parties hereto.

Wendell Groble
President, Boulder Irrigation District

Floyd E. Bousman
Secretary, Boulder Irrigation District

Attest:

Chief Clerk

W. J. Rawlins
STATE GAME AND FISH COMMISSIONER, Wyoming Game and Fish Commission.