

5TH

The second party agrees to pay, and the first party agrees to accept for a perpetual right of use of said water, \$30.00 per acre, assessed on the number of acres capable of being irrigated with water withdrawn from first party's main canals and laterals and conveyed by ditches constructed on proper grades and elevations to second party's land. Five per cent (5%) of the said total per acre assessment shall be due within 30 days after water is available in first party's canal or lateral for diversion into second party's ditch, and the balance of said purchase price to be paid in nineteen equal annual installments on the principal, together with interest at 5% per annum payable annually on the remaining unpaid balance, in addition to the annual installments due upon the unpaid portion of the principal. Each annual installment payment shall be due and payable on the 5th day of January in each calendar year following the date of the initial cash payment is made.

It is expressly agreed that the said second party shall at all times maintain in good repair and securely keep in place, connecting with the first party's canals which convey water for the land hereinbefore described, such headgate or headgates and diversion works as may be required in order to divert and control the quantity of water to which second party is entitled. All headgates and diversion works to be so constructed and installed so as to prevent the loss or waste of water, and be constructed and installed according to requirements of the first party's manager or engineer. Neglect or failure to comply with this requirement shall be deemed sufficient cause for the water supply to be shut off from such portion, or portions of the land hereinbefore described where the necessary headgates have not been placed, or when placed, are found to be defective, or insufficient to properly regulate control and measure the quantity of water diverted from the first party's canal, and the water supply shall be so discontinued until the said requirements shall have been fully complied with.

The first party, its successors and assigns, reserves for all time, without compensation to second party, the right to lay out, construct, main-