

AND TOGETHER WITH the water and water rights and ditch and ditch rights situate thereon or appurtenant thereto;

SUBJECT HOWEVER to the following:

- (1) Provisions of United States patents;
- (2) Easements and rights of way or record or in actual use;
- (3) Exceptions and reservations of the mineral estate;

2.

The purchase price shall be paid in the manner and at the times hereinafter set forth:

- (a) Purchaser shall pay TWO THOUSAND THIRTY DOLLARS EIGHTY CENTS (\$2,030.80) upon execution of the within agreement, receipt whereof by Seller is hereby acknowledged;
- (b) Purchaser shall pay EIGHT HUNDRED THIRTY-THREE DOLLARS THIRTY-FOUR CENTS (\$833.34) on the 1st day of October, 1971, and EIGHT HUNDRED THIRTY-THREE DOLLARS THIRTY-FOUR CENTS (\$833.34) on the 1st day of October in each year thereafter succeeding until the purchase price has been fully paid;
- (c) Purchaser reserves the right and privilege of paying the deferred balance of the purchase price in full at any time after the 1st day of January, 1971;

3.

Purchaser agrees that interest at SEVEN PER CENT (7%) per annum shall accrue upon the unpaid portion of the purchase price from and after the 1st day of June, 1970; and further Purchaser