

winter season, and said nine hundred gallons per day per acre, during the summer season, so reserved, to be distributed and delivered by Salt Lake City, to said parties, shall be distributed and delivered by Salt Lake City, free of all charges and expense, to the respective owners, through water mains to be laid and maintained by Salt Lake City, as hereinafter more specifically set forth.

The terms and conditions under which Salt Lake City must accept this offer are:

Salt Lake City shall perpetually furnish and deliver in the Green Ditch, at points available for use by the water owners, parties hereto, during the months of April, May, June, July, August, September, and during the first fifteen days of October of each year, for the use of the undersigned parties, their successors and assigns, as their interests shall appear, to be apportioned among them, a continuous flow of water suitable for irrigation purposes in quantities as follows, to-wit: During the month of April, 8 second feet; during the month of May, 14 second feet; during the month of June, 10 second feet; during the month of July, 16 second feet; during the month of August, 12 second feet; during the month of September, 10 second feet; and during the first 15 days of October, 6 second feet. PROVIDED, however, that if any of the owners of said water in the Green Ditch do not enter into this agreement, then Salt Lake City shall deliver to the parties owning waters in the Green Ditch who are parties to this agreement, such proportions of said water in this paragraph set forth, as their combined acreage under this agreement shall be to the total acreage of 573 acres.

Salt Lake City shall at all times place and maintain at its own expense, suitable devices for the measuring of said water at the points of delivery. In the event the parties hereto shall desire to change the place of use of said water and to have said water delivered to them at a point or points other than in the Green Ditch, Salt Lake City agrees to make such delivery of said water to the changed points of use, provided that if in the delivery of said water at the points of use, as changed more expense results to Salt Lake City, then any such additional expense shall be paid by the water owners.

SALT LAKE CITY, in addition to the delivery of water suitable for irrigation purposes, as in the paragraph last above set forth, shall, at its own expense, without charge to the water users, deliver, perpetually, at the points of delivery, as hereinafter set forth, to each of the water owners, parties hereto, their successors and assigns, the waters of the Green Ditch reserved and retained by such parties, through a suitable and efficient pipe line and water mains system to be laid, maintained and operated by Salt Lake City at its own expense, as follows, to-wit: During the winter season, to-wit: From the first day of October to the