

the waters of Big Cottonwood Creek, and shall preserve and protect inviolate the water rights of and the ownership in the Green Ditch that the respective parties hereto, (their successors and assigns, water owners) herein are entitled; and shall do all things necessary to maintain, defend and protect the title to and the ownership of the parties hereto to said waters and water rights, and, upon the failure of Salt Lake City to protect inviolate, the waters as herein provided, the water owners, parties hereto, their successors and assigns, may do all things necessary for the protection of said water rights and the delivery of the waters as herein provided, and all costs and expenses incurred and money paid by the owners in the defense, protection and maintenance of said rights and the delivery of said water, including court costs and attorney's fees, shall be paid by Salt Lake City and Salt Lake City shall indemnify and hold harmless the said water owners by reason thereof.

If Salt Lake City shall, at any time, for a period of twenty-four hours, fail to deliver to the water owners, parties hereto in quantity, or quality, or kind, the water to which they are entitled, as in this agreement set forth, the water owners, their successors and assigns, shall have the right, during any such period, of a failure to deliver water, to take and use the waters of the Green Ditch, or to which the Green Ditch is now entitled, or so much thereof as may be necessary to supply the water to which the owners, the parties hereto, their successors and assigns, are entitled under this agreement, and Salt Lake City shall be liable for all damages and losses sustained by the said owners, their successors and assigns, by reason of any such failure of breach. All money paid, expenses incurred and losses resulting from the defense, maintenance and security of the water rights herein referred to, and the enforcement of the terms, covenants and conditions of this contract by the water owners, their successors and assigns, including a reasonable attorney's fee, shall be paid by Salt Lake City and Salt Lake City shall indemnify and hold all the said water owners, their successors and assigns harmless against all loss, damages, and expense resulting therefrom.

This contract shall be binding upon the parties hereto their successors and assigns.

This offer is withdrawn, if not accepted by Salt Lake City on or before the 15th day of September 1922. If this offer is accepted by Salt Lake City, Salt Lake City shall begin the work of laying water-mains and the construction of channels for the diversion of irrigation water immediately and shall furnish and deliver to the respective water owners, the water to which they are entitled under this agreement, through the pipe line, on or before the 15th day of September 1922; and the irrigation water on or before the 15th day of September 1922, and shall continuously and perpetually deliver the waters to which the respective owners, parties hereto, are entitled.