

period and in failing to furnish or deliver irrigation water to the Company during said period shall not be construed or be considered a default on the part of the City.

4. In the event of any default on the part of the City to furnish or deliver any irrigation water agreed to be furnished, and delivered by the City, or to perform any of the other covenants and agreements herein contained, the Company may at once give notice of any such default or failure and if the same shall continue for a period of forty-eight (48) hours after such notice, then the Company may at once retake said water of the stream hereby conveyed and may retain and use the same until such time as the City shall be prepared to and shall give notice of its readiness to cure such default provided that if any such default on the part of the City shall continue for a period of one year, then all rights acquired by the City under and by virtue of this contract shall be forfeited, including the cash payment made hereunder and the right granted to the City to have and enjoy the use of the waters of the Company in the stream, and the Company shall be restored to all the rights it had before this contract was made, and shall be released from all liability hereunder and shall not be liable for any damages resulting from the retaking of said water or any part thereof, or any other matters arising under this contract, except such as may have accrued before the breach by the City and it is understood and agreed that in the event the Company shall retake said stream water by reason of default or forfeiture on the part of the City, that the City shall reimburse the Company for all costs and expenses, including attorney's fees, that may be incurred by the Company in retaking said stream water, or matters incident thereto, including the costs of replacing, repairing, or reconstructing any ditch or other channel necessary for the purpose of securing to the Company the return of said stream water to the original place of use at which it was entitled to receive its proportion of said stream prior to the execution of this agreement, and it being further understood and agreed that in the event any stockholder or water user of the Company shall suffer damages of any nature, including crop losses by reason of failure of the City in its obligation to deliver irrigation water, or its obligation to return to the Company the said stream waters in lieu thereof, that the City shall promptly reimburse such stockholder or water user for any such loss and in the event of disagreement between such stockholder or water user and the City as to the amount of such damage or loss, each of said parties shall appoint a disinterested arbitrator or appraiser, the two so chosen shall appoint a third, and such committee of three shall determine the loss or damage, if any, or such stockholder or water user by reason of any such default on the part of the City, and the City shall forthwith pay such damage so ascertained, it being understood that the Company may, without objection on the part of the City, represent any such stockholders or water users as may have suffered damage or loss above referred to.