

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.

5. The City further agrees to install, at its own expense, suitable measuring devices to measure the irrigation waters delivered into the Company's ditch and the stream water taken by the City from the stream pursuant to this agreement, the records of such measuring device to be at all times accessible to the officers of the Company, and to pay all costs and expenses that may be incurred or levied against the City or the Company for apportioning and dividing the waters of the stream, and the City is hereby authorized to act for and in behalf of the Company in all matters relating to said water rights and the distribution of the waters of the stream during the life of this contract.

6. The City agrees, if requested by the Company so to do, to install for the Company at the Company's expense, a culinary pipeline system to serve approximately forty families of the Company's water users and to deliver into such system culinary water metered at regular City rates, meters and connections to be paid for by the water users. Such culinary system would extend from the lower end of the Richards Irrigation Company proposed culinary system north on thirteenth east street to the south line of the D. W. Moffat home place, East on Big Cottonwood Road to Barrett Brother's home place and west on sixty-fourth Street to Clara Walker's home place, being approximately one and one-half ( $1\frac{1}{2}$ ) miles in length.

7. It is understood that the Company may serve notice upon the City concerning any matters pertaining to this contract, of the things to be done in pursuance of the provisions thereof, by serving such notice upon the City Engineer or his representatives, or the City Recorder or his representatives, and the City may serve any such notice upon the Company by serving such notice upon the President, Secretary or Water Superintendent of the Company, or in their absence, upon any director, provided that either party hereto may give notice to the other party of the particular officers or agents upon whom it desires any notice to be served and thereafter such designation shall control until modified or changed.

8. The Company hereby warrants that it is the owner of the rights herein granted and conveyed to the City that the same are free and unencumbered and that it has the legal right and title to grant and convey them to the City.

9. The terms of this contract are and shall be binding upon the parties hereto and upon their successors and assigns.