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LICENSE AGREEMENT FOR
WATER SYSTEMS HOOK-UP LICENSE

THIS AGREEMENT, Made and entered into this 11 day of March, 1976, by and between the city of Grand View, County of Owyhee, State of Idaho, hereinafter referred to and designated as Licensor, and Broken Arrow Farms, Inc., an Idaho Corporation, hereinafter referred to and designated as Licensee,

W I T N E S S E T H :

THAT WHEREAS, Licensee is owner of certain property located adjacent to or near the Licensor's Municipal boundaries and is desirous of obtaining water service to the building located thereon, and

WHEREAS, Licensor is operator of a certain water system owned by the Grand View Water and Sewer Association, Inc., an Idaho Corporation, but said Licensor having full authority to grant licenses for use of said system in all respects as said owner could.

NOW THEREFORE, for and in consideration of the covenants and agreements hereinafter mentioned to be kept and performed by Licensee, Licensor does hereby grant to Licensee a license to hook up and into the water system as aforesaid. This license shall extend to and be used only for domestic purposes.

Licensee shall be responsible for and pay all costs of installing and hooking up such water meters, pumps, piping, valves, electrical connections, meter boxes, and other equipment as may be needed in accomplishing the said hook-up and Licensee shall pay for any and all other related costs connected thereto

but not expressly mentioned herein.

Licensee shall pay the metered rate of water as established by the Grand View Water and Sewer Association, Inc., and/or Licensor. Licensee shall also pay for such electrical fees or rates in an adequate amount to cover the cost for the electricity to operate the left pump that will herein be installed.

Licensee shall be responsible for maintenance of such water system from the point it is hooked into Licensor's system to the point water is diverted from the system, by tap, faucet, or otherwise, and Licensee shall pay for and be responsible for all costs related thereto.

Licensee agrees to hold and save harmless the Licensor, hereunder and also the Grand View Water and Sewer Association, Inc., from any and all liability which may arise out of the construction or installation of said system or any act connected therewith.

It is further agreed that, if for any reason, the water supply of Licensor becomes inadequate to satisfy users of said system within the Licensor's city limits, then Licensor shall have the right to reduce or halt distribution of water to Licensee until such time as water supplies again become adequate; otherwise, Licensee, by complying with all the terms, conditions, agreements, and covenants contained herein, and by promptly paying all charges and assessments occurring by reason of the agreement, shall be entitled to use and benefit of the Licensor's water.

IN WITNESS WHEREOF, the parties hereto, by and through their respective representatives, have hereunto set their hands

