

be sooner terminated, as hereinafter provided; RESERVING, however, unto Realty Company, its successors and assigns, the right to make and permit others to make connections with said water facilities and to take and use water from same if and when such water is available, for fire protection purposes only, upon such terms and conditions as may be agreed upon between Realty Company and such other party or parties and approved in writing by Foundation and Dixie; provided, however, that if the parties hereto are unable to agree upon said terms and conditions, the parties to the dispute shall submit the question in dispute to arbitration in the usual manner and the decision of the arbitrators shall be conclusive and binding upon the parties hereto.

3. That Realty Company will not grant to others the privilege to tap on its water main at any point between the City main and the master meter serving Foundation, which would reduce the normal supply of water, as furnished by the municipality, at said master meter below the amount necessary for the ordinary purposes of the Foundation, or its sublessee, Dixie; and Realty Company will not under any circumstances grant to any person, firm or corporation the privilege of tapping its line between the master meter to be located at or near the old U. S. Highway No. 29 and the 300,000 gallon reservoir. Except as provided in this article, Realty Company shall in no way be limited or restricted hereunder in the use of its water main.

4. That Foundation will pay unto Realty Company the rent or sum of ONE DOLLAR (\$1.00) per annum, payable on the first day of January in each year from the commencement of the term hereby created until title to said water facilities shall have been vested in Foundation, as hereinafter provided.

5. That Foundation will pay unto Realty Company an amount equal to the entire cost and expense incurred by Realty Company in furnishing or providing and constructing said water facilities, payable in twenty-five (25) equal annual installments, one of such installments to be payable on the first day of January, beginning with the first day of January following commencement of the aforesaid twenty-five (25) year term, and one on the first day of January in each year thereafter until, but not after, such payments shall have aggregated a sum equal to the entire cost and expense, including cost of engineering, supervision, the usual percentages of the cost of labor and materials and other incidental expenses, incurred by Realty Company in furnishing or providing and constructing said water facilities, and will pay, in addition thereto, on the date of payment of each installment aforementioned, interest at the rate of three per centum (3%) per annum on unpaid balances due Realty Company by Foundation; it being understood that Foundation shall have the right to make additional payments equal to or in multiples of the initial installment on any such due date and that as each such installment is paid to Realty Company an equity or interest of ownership in said water facilities shall vest in Foundation in the proportion in which its payments, exclusive of interest, bear to the total sum to be paid or repaid to Realty Company; and, further, that title to said water facilities shall remain in Realty Company even though located on property of Foundation except to the extent that the equity or interest of Foundation accrues by virtue of payments made by Foundation, as aforesaid, and that Realty Company shall have an easement or right to keep and maintain said water facilities on said land and premises of Foundation as long as Realty Company shall have or retain ownership or a sole or undivided interest in and to said water facilities.

6. That, except as hereinafter provided, Foundation shall not lease or grant to any person or corporation the right to connect with and take and use water from said water facilities without the consent, in writing, of Realty Company; PROVIDED, however, that Foundation shall have the right to sublet said water facilities to Dixie for fire protection use and for such other uses as its corporate necessities may require, except major manufacturing or factory processing purposes.