

11. That Realty Company shall have the right to enter upon the land or premises of Foundation at all times for the purpose of inspecting said water facilities, or any part or portion thereof.

12. The water furnished or obtained by Foundation for use in or in connection with the operation of said water facilities shall be used for fire protection only, except that Dixie may use same for the purposes hereinabove provided in Article 6, and the said water facilities shall not be used for manufacturing or factory processing or other purposes; it being understood that Foundation shall furnish, install or provide, without cost or expense to the Realty Company, such connecting pipes and other facilities as it may deem essential or elect to furnish or provide for the purpose of obtaining water from or through said water facilities for sanitary and drinking purposes, the Realty Company to have no responsibility or liability for furnishing such connecting pipes and facilities or the water used or to be used for such purposes.

13. That for the purpose of registering the amount of water obtained or used in said water facilities, Realty Company shall install at its own expense a master meter at or near the old U. S. Highway No. 29 and Dixie shall arrange to pay directly to the municipality furnishing same, the cost of all water passing through and registered by said meter; PROVIDED, however, that Realty Company does hereby guarantee the repayment to Dixie, at the same rate charged by the municipality, of the cost of all water used by any person, firm or corporation who may be granted the privilege of tapping said water facilities for fire protection purposes as hereinabove provided.

14. (a) That in the event Foundation shall make default in the payment of any amount or sum of money, including interest, to be paid by it to Realty Company, as aforesaid, for more than thirty (30) days after the same shall have become payable, or shall fail to perform any of the other covenants and agreements herein expressed and contained, to be performed on its part, and shall not remedy such default within thirty (30) days after being notified, in writing, by Realty Company of such default, Realty Company may declare this agreement terminated and thereupon all sums of money payable by Foundation to the Realty Company hereunder, whether then due or not, shall become forthwith due and payable, and Realty Company shall have the right, hereby reserved, if it elects to do so, (1) to enter upon the land of Foundation, take possession of and own, operate and maintain said water facilities in their present location without the payment by Realty Company of any rental or other charge therefor, any interest of Foundation in said water facilities to thereupon cease and determine and any and all sums of money theretofore paid by Foundation to Realty Company to be considered as liquidated damages for failure of Foundation to comply with and fulfill its covenants hereunder, or (2) take possession of and sell the interest of Foundation in and to said water facilities at public or private sale, with or without advertisement, free of any liens, mortgages or other encumbrances, and thereupon all of the rights of Foundation under this contract shall cease and determine, and the proceeds of such sale shall be applied to payment of all sums of money payable by Foundation hereunder, and the costs of such sale; the balance of such proceeds, if any, to be paid to Foundation; PROVIDED, however, that Foundation shall be liable to Realty Company for any deficiency in amounts realized from any sale as aforesaid.

(b) If Realty Company shall take possession of said water facilities or shall sell the same under the foregoing provisions of this article it shall have an easement or right to maintain said water facilities upon the land or property of Foundation and the right to convey such easement to any purchaser upon any sale of said water facilities as aforesaid, upon the payment to Foundation for the area occupied by said easement of an amount equal to the price per acre paid by Foundation to Realty Company for said land.

(c) That the rights or remedies reserved by Realty Company in this article shall be in addition to and not in lieu of any other rights or remedies Realty Company may have and elect to exercise in the event of such default by Foundation.