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a part hereof. In the event of the failure of the Grantee to maintain the minimum schedule of rates for water and garbage service as specified in Exhibit A, the water distribution system, fire protection system, and the sanitary sewerage disposal system shall thereupon revert to the Grantor in the same manner as provided in the foregoing paragraph unless the Grantee shall have first secured from the Grantor, its successors or assigns, a written agreement for the reduction of rates for water and garbage disposal service.

IT IS A FURTHER CONDITION OF THIS INSTRUMENT that the water, fire protection and sanitary sewerage disposal systems shall revert to the Grantor in the manner hereinabove specified in the event the Grantee shall increase the monthly industrial rate charged for water without first having secured from the Grantor, its successors or assigns, its written consent to such increase.

IT IS THE INTENT OF THIS INSTRUMENT that the Grantee shall take a defeasible title to the water, fire protection and sanitary sewerage disposal systems aforesaid, and that the title thereto shall revert automatically, without notice and without necessity of entry, to the Grantor, its successors or assigns, in the event of any failure or refusal in any respect by the Grantee, its successors or assigns, to fulfil any of the foregoing covenants and conditions; provided, however, that in case the Grantee is prevented from performing or carrying out the agreements, covenants and obligations herein contained by reason of or through strike, stoppage of labor, riot, flood, ice, low water, invasion, civil war, commotion, insurrection, military or usurped power, accident, order of any court or judge