

In Re SRBA
Case No. 39576

Subcase
36-16315

The material enclosed is the
original water contract for my
property and is pertinent to
the case.

RECEIVED

SEP 29 2005

Department of Water Resources

Thank you

George Bohr

3091 S. 1200 E.

Hagerman, Id. 833.

Phone 208-250-5850

or 539-5354

RECEIVED

SEP 29 2005

PROOF READ

A G R E E M E N T.

THIS AGREEMENT made this twenty-fifth day of February 1914, between Harvey W. Harlehaus, a single man, party of the first part, and the Twin Falls North Side Land & Water Company, a corporation, duly authorized to do business in the State of Idaho, party of the second part, WITNESSETH:

THAT, WHEREAS the party of the second part has purchased from the party of the first part, as evidenced by a deed bearing even date herewith, certain strips of land, being a portion of the South Half of Section Five (5), Township Eight (8) South, of Range Fourteen (14) N.M., to be used for right of way for waste ditches for the purpose of conveying waste water from its segregation through lands of the party of the first part:

AND WHEREAS the party of the first part is desirous of using waste water for irrigation purposes upon lands owned by him, described as $S\frac{1}{2}$ NW $\frac{1}{4}$, N $\frac{1}{2}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$, and NW $\frac{1}{4}$ NE $\frac{1}{4}$, all of Section Five (5), Township Eight (8) South, of Range Fourteen (14) N.M.

NOW THEREFORE, in consideration of those certain rights granted to the party of the second part by the party of the first part, his heirs and assigns, it is hereby agreed by the party of the second part that the party of the first part, his heirs and assigns, hereby granted the right to use said waste water from the ditches of the party of the second part, it being understood that the use of this waste water upon these lands will only be as an auxiliary means of irrigation. It is further agreed that the party of the second part will allow the party of the first part to take waste water from these canals, at two openings, the location of these openings to be determined by the party of the first part and to be placed at his own discretion. It is further agreed that water may not be taken from any canal of the party of the second part from other than the two openings so described, and at these points it is compulsory on the part of the party of the first part to place the necessary regulation headgates under the supervision of the party of the second part, so that the canals may not be unnecessarily damaged thereby, the regulation of said headgates, however, for the furnishing of water to the lands above described, to be under the jurisdiction of the party of the first part, his heirs and assigns. It is further agreed that the party of the second part may have for the purpose of making any necessary repairs, or for the inspection of the waste ditches through said lands, the right of ingress and egress through lands not included in those described in that certain deed bearing even date herewith, and the party of the second part is hereby released from any damage to the property of the party of the first part, which might be caused by water flowing beyond the limits of those certain strips of land as purchased, described in that certain deed.

any waste water from its segregation through lands of the party of the first part:

AND WHEREAS the party of the first part is desirous of using waste water for irrigation purposes upon lands owned by him, described as S $\frac{1}{2}$ NW $\frac{1}{4}$, N $\frac{1}{2}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$, and NW $\frac{1}{4}$ SE $\frac{1}{4}$, all of Section Five (5), Township Eight (8) South, of Range Fourteen (14) E.B.M.

NOW THEREFORE, in consideration of those certain rights granted to the party of the second part by the party of the first part, his heirs and assigns, it is hereby agreed by the party of the second part that the party of the first part, his heirs and assigns, is hereby granted the right to use said waste water from the ditches of the party of the second part, it being understood that the use of this waste water upon these lands will only be as an auxiliary means of irrigation. It is further agreed that the party of the second part will allow the party of the first part to take waste water from these canals from two openings, the location of these openings to be determined by the party of the first part and to be placed at his own discretion. It is further agreed that water may not be taken from the canals of the party of the second part from other than the two openings as described, and at these points it is compulsory on the part of the party of the first part to place the necessary regulation headgates under the supervision of the party of the second part, so that the canals may not be unnecessarily damaged thereby, the regulation of said headgates, however, for the furnishing of water to the lands above described, to be under the jurisdiction of the party of the first part, his heirs and assigns. It is further agreed that the party of the second part may have for the purpose of making any necessary repairs, or for the inspection of the waste ditches through said lands, the right of ingress and egress through lands not included in those described in that certain deed bearing even date herewith, and the party of the second part is hereby released from any damage to the property of the party of the first part, which might be caused by water flowing beyond the limits of those certain strips of land as purchased, described in that certain deed bearing even date herewith.

IN WITNESS WHEREOF, the said parties hereto have hereunto set their hands and seals the day and year first above written.

O. F. Steffen

HARVEY W. HURLEBAUF.

O. F. Steffen

TWIN FALLS NORTH RIDE LAND & WATER

Witnesses.

COMPANY, By D. C. MacWatters,

Approved as to form and Execution; S. E. Hays, Gen'l Counsel.

ice President.

STATE OF IDAHO

COUNTY OF TWIN FALLS.

On this twenty fifth day of February, 1914 before me, Chas. A. Baker, a Notary Public in and for said County and State, personally appeared Harvey W. Hurlebauf,

and known to me the person who has subscribed to the within instrument, and acknowledged to me that he executed the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in the certificate first above written.

L. P. Bauer

Commission expires Aug. 23, 1915.

Chas. A. Bauer, Notary Public,

STATE OF IDAHO

COUNTY OF TWIN FALLS

On this twenty-fifth day of February 1914 before me, Chas. A. Bauer, a Notary Public in and for said County and State, personally appeared D. C. MacWatters, known to me to be the Vice President of the Twin Falls North Side Land & Water Company, the Corporation that executed the within instrument, and acknowledged to me that such Corporation executed the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in the certificate first above written.

(L. P. Bauer)

Chas. A. Bauer, Notary Public.

Commission expires Aug. 23, 1915.

Filed for record at the request of D. C. MacWatters at 9:20 A. M. March 18th, 1914.

Fees \$1.40

By H. Power, Deputy.

FRANK L. BOWER,

Ex-officio Recorder.

No. 2249.

PROCEEDINGS

BOND NO. 900-14

UNITED STATES FIDELITY AND GUARANTY COMPANY.

Capital paid in Cash \$2,000,000.

Total Resources Over \$7,500,000.

Salt Lake Department.

LEONARD & JENKINS, MANAGERS.

319-320 Kearns Building,
Salt Lake City, Utah.

Amount \$500.00

KNOW ALL MEN BY THESE PRESENTS:

That we, Leonard E. Griffith, of Hagerman, in the County of Gooding, State of Idaho, as principal, and the United States Fidelity & Guaranty Company, of Baltimore, Maryland, as surety, are held and firmly bound unto the State of Idaho in the sum of Five Hundred (\$500.00) Dollars, to the payment whereof we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the said Leonard E. Griffith is a licensed pharmacist in the State of Idaho,

PROOF READ

A G R E E M E N T.

THIS AGREEMENT made this twenty-fifth day of February 1914, between Harvey W. Hurlebaus, a single man, party of the first part, and the Twin Falls North Side Land & Water Company, a corporation, duly authorized to do business in the State of Idaho, party of the second part, WITNESSETH:

THAT, WHEREAS the party of the second part has purchased from the party of the first part, as evidenced by a deed bearing even date herewith, certain strips of land, being a portion of the South Half of Section Five (5), Township Eight (8) South, of Range Fourteen (14) E.B.M., to be used for right of way for waste ditches for the purpose of conveying waste water from its segregation through lands of the party of the first part:

AND WHEREAS the party of the first part is desirous of using waste water for irrigation purposes upon lands owned by him, described as $S\frac{1}{2}$ NW $\frac{1}{4}$, N $\frac{1}{2}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$, and NE $\frac{1}{4}$ SE $\frac{1}{4}$, all of Section Five (5), Township Eight (8) South, of Range Fourteen (14) E.B.M.

NOW THEREFORE, in consideration of those certain rights granted to the party of the second part by the party of the first part, his heirs and assigns, it is hereby agreed by the party of the second part that the party of the first part, his heirs and assigns, is hereby granted the right to use said waste water from the ditches of the party of the second part, it being understood that the use of this waste water upon these lands will only be as an auxiliary means of irrigation. It is further agreed that the party of the second part will allow the party of the first part to take waste water from these canals from two openings, the location of these openings to be determined by the party of the first part and to be placed at his own discretion. It is further agreed that water may not be taken from the canals of the party of the second part from other than the two openings as described, and at these points it is compulsory on the part of the party of the first part to place the necessary regulation headgates under the supervision of the party of the second part, so that the canals may not be unnecessarily damaged thereby, the regulation of said headgates, however, for the furnishing of water to the lands above described, to be under the jurisdiction of the party of the first part, his heirs and assigns. It is further agreed that the party of the second part may have for the purpose of making any necessary repairs, or for the inspection of the waste ditches through said lands, the right of ingress and egress through lands not included in those described in that certain deed bearing even date hereof, and the party of the second part is hereby released from any damage to the property of the party of the first part, which might be caused by water flowing beyond the limits of those certain strips of land as purchased, described in that certain deed bearing even date hereof.

IN WITNESS WHEREOF, the said parties hereto have hereunto set their hands and

ing waste water from its segregation through lands of the party of the first part:

AND WHEREAS the party of the first part is desirous of using waste water for irrigation purposes upon lands owned by him, described as $S\frac{1}{2}$ NW $\frac{1}{4}$, N $\frac{1}{2}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$, and NE $\frac{1}{4}$ SE $\frac{1}{4}$, all of Section Five (5), Township Eight (8) South, of Range Fourteen (14) E.B.M.

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IN WITNESS WHEREOF, the said parties hereto have hereunto set their hands and seals the day and year first above written.

O. F. Steffen

HARVEY W. HURLEBAUS.

O. F. Steffen

TWIN FALLS NORTH SIDE LAND & WATER
COMPANY, By D. C. MacWatters,

Witnesses.

Vice President.

Approved as to form and Execution; S. H. Hays, Gen'l Counsel.

STATE OF IDAHO :
: ss.
COUNTY OF TWIN FALLS. :

On this twenty fifth day of February, 1914 before me, Chas. A. Bauer, a Notary Public in and for said County and State, personally appeared Harvey W. Hurlebaud, a single

52.
man, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

N. P. Seal

Chas. A. Bauer, Notary Public,

Commission expires Aug. 23, 1915.

STATE OF IDAHO :
: ss.
COUNTY OF TWIN FALLS :

On this twenty fifth day of February 1914 before me, Chas. A. Bauer, a Notary Public in and for said County and State, personally appeared D. C. MacWatters, known to me to be the Vice President of the Twin Falls North Side Land & Water Company, the Corporation that executed the within instrument, and acknowledged to me that such Corporation executed the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(N. P. Seal)

Chas. A. Bauer, Notary Public.

Commission expires Aug. 23, 1915.

Filed for record at the request of D. C. MacWatters at 9:20 A. M. March 18th, 1914.

Fees \$1.40

FRANK L. BOWER,

By H. Bower, Deputy.

Ex-officio Recorder.

