

Dwight C. Stone
Ex-Officio Auditor & Recorder
Clerk of the District Court
Bonnie Welch
Deputy Clerk

AGREEMENT

WHEREAS, certain uncertainties and disputes have existed between and among the undersigned with respect to the rights in and to the various creeks and sources of water hereinafter mentioned and described,

AND WHEREAS, some of the undersigned were parties to an action lately pending in the District Court of the Twelfth Judicial District of the State of Idaho entitled VICTOR KUNZ, Plaintiff, vs. JAMES F. FANN, et al, Carbon County Case No. 1-59, and the claims of some of the undersigned having been dismissed during the course of the trial of said action and all parties entering into the following agreement which is hereby agreed to and executed,

AND WHEREAS, all of the undersigned desire to, and it was contemplated that they would, enter into a mutual water agreement.

NOW, THEREFORE, in consideration of the promises and of the covenants and agreements hereinafter set forth, the parties do hereby agree as follows:

To wit: That the undersigned do hereby agree and between James Fann and William Fann, husband and wife, Ellis Fann and Jessie Fann, husband and wife, Walter Fann and Vera Jean Fann, husband and wife, all parties to the above entitled action, and Eva Justin, widow, Conita Williams, widow, claimants to the waters of Henderson Creek, hereinafter referred to, and Victor A. Kunz and Anna Kunz, husband and wife, parties to the above action, and Robert Kunz and Ruth Kunz, husband and wife, and Wilford T. Fann, widower, and John Kunz, a widow, also claimants to Henderson Creek, as follows:

One, That in consideration of the sum of one thousand dollars, lawful money of the United States, five hundred dollars is hereto to be paid to Eva Justin and five hundred dollars to

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Junice Williams immediately upon the execution hereof, they and James Kunz, Monroe Dustin, Vera Jean Dustin, Eva Dustin, Junice Williams do hereby forever disclaim, surrender and abandon any and all right, title, claim or interest that each or any of them may have had in and to the waters of Henderson Creek and all irrigation devices used in connection therewith, and in favor of Grant Kunz and Ruby Kunz, husband and wife, and Milford N. Kunz, and agree to execute any and all deeds or other written instruments which may be necessary to the transfer and relinquishment of said rights.

Grant Kunz and Milford Kunz shall pay the sum of five hundred dollars, and James Kunz and Ellis Kunz and Monroe Dustin shall pay the other five hundred dollars.

It is covenanted, however, that Jean Kunz, a widow, and Victor A. Kunz, a widower, do have a right in and to the waters of Henderson Creek for domestic use for their present two homes, and one and one-half acres, which said water is diverted by a two-inch pipe, reduced to a one-inch pipe, and serving the two dwelling houses. It is understood that said right shall not be interfered with by any of the other parties, and the said Jean Kunz and Victor A. Kunz do hereby agree that they will not in any way or manner enlarge upon the right or use as it now exists, nor otherwise interfere with the other parties' use of the waters of Bouquet Creek, or make or assert any other or beneficial right or claim thereto.

Jean Kunz a widow and Milford Kunz, a widower, do hereby forever disclaim, surrender and abandon any and all other right, title, claim or interest that they may have had in and to the waters of Bouquet Creek, and James Kunz and Arliegh Kunz, husband and wife, Ellis Kunz and Jessie Kunz, husband and wife, Monroe Dustin and Vera Jean Dustin, husband and wife, Victor A. Kunz and Erma Kunz, husband and wife, Grant Kunz and Ruby Kunz, husband and wife,

*Bouquet Creek
domestic use
HOMES
GARDENS
LIVESTOCK*

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do hereby disclaim, surrender and abandon any and all right, title, claim or interest that any of them may have had in and to the waters of Boquist Creek, in each and every case, in full favor of Eva Dustin, a widow and Eunice Williams, a widow, and said parties further agree to execute and acknowledge any and all deeds or instruments that may be necessary to effect such disclaimer, surrender and abandonment.

Three. That Victor A Kunz and Erna Kunz, husband and wife, in consideration of the premises do hereby forever disclaim and surrender and abandon any and all right, title, claim or interest that they may have had in and to the waters of Godva Creek and Willow Springs Creek, tributaries to each other, and in favor of James Kunz and wife, Ellis Kunz and wife, Monroe Dustin and wife, and agree to execute and acknowledge any and all deeds or instruments that may be necessary to effect such transfer, and in such amounts or quantities or rights as may be required for the transfer and direct and agree upon.

Four. That the cause in the above entitled case, and all forthwith dismissal with prejudice the action of the Plaintiff, Victor Kunz, as against James Kunz and his wife, and as against Monroe Dustin with prejudice are completed in accordance with the terms of this Kunz and his wife, and Monroe Dustin and his wife, as agreed. Victor Kunz and Erna Kunz, husband and wife.

Five. The disclaimer by the parties to the above entitled action shall be without the payment of costs to either party.

IN WITNESS WHEREOF, the parties have hereunto set their hands this 22nd day of November, 1967.

James Kunz
James Kunz

Arleigh Kunz
Arleigh Kunz
HUSBAND AND WIFE

Ellis Kunz
Ellis Kunz

Jessie Kunz
Jessie Kunz
HUSBAND AND WIFE

Monroe Dunbar
Monroe Dunbar

Frances Dunbar
Frances Dunbar
HUSBAND AND WIFE

Eva Dunbar
Eva Dunbar
A WIDOW

Eunice Williams
Eunice Williams

A WIDOW

Victor A. Kunz
Victor A. Kunz

Erma Kunz
Erma Kunz
HUSBAND AND WIFE

Grant Kunz
Grant Kunz

Paul Kunz
Paul Kunz
HUSBAND AND WIFE

Margaret A. Kunz
Margaret A. Kunz

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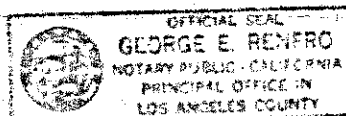
Robert L. Kunz
Robert L. Kunz

STATE OF CALIFORNIA : ss.
County of Los Angeles:

On this 31 day of December, 1961, before me, the undersigned, a Notary Public for California, personally appeared VICTOR A. KUNZ and ERMA KUNZ, husband and wife, known to me to be the persons whose names are subscribed to the within and foregoing Agreement, and acknowledged to me that they executed the same.

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

(SEAL)



NOTARY PUBLIC - CALIFORNIA
PRINCIPAL OFFICE IN
LOS ANGELES COUNTY
MY COMMISSION EXPIRES OCT. 1, 1967

George E. Renfro
Notary Public for California
Residing at:
My Commission Expires:

STATE OF IDAHO)
ss.
County of Teton)

On this 11 day of APRIL, 1966, before me, the undersigned, a Notary Public for Idaho, personally appeared GRANT KUNZ and RUBY KUNZ, husband and wife, known to me to be the persons whose names are subscribed to the within and foregoing Agreement, and acknowledged to me that they executed the same.

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

Carroll Durney
Notary Public for Idaho
Residing at: _____
My Commission Expires: _____

STATE OF Maryland
County of Prince Georges ss.

On this 28th day of April, 1966, before me, the undersigned, a Notary Public for Prince Georges County, State of Maryland, personally appeared

JEAN KUNZ, a widow, known to me to be the person whose name is subscribed to the within and foregoing Agreement, and acknowledged to me that she executed the same.

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

Laurie B. Wells
Notary Public for Prince Georges County
Residing at: Lexham, State of Md.
My Commission Expires: July 1, 1967

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STATE OF IDAHO)
 : ss.
County of Teton)

On this 7 day of June, 1966, before me, the undersigned, a Notary Public for Idaho, personally appeared JAMES KUNZ and ARLIEGH KUNZ, husband and wife, ELLIC KUNZ and JESSIE KUNZ, husband and wife, MONROE DUSTIN and VERA JEAN DUSTIN, husband and wife, EVA DUSTIN, a widow, and ~~EDICE WILLIAMS~~, a widow, known to me to be the persons whose names are subscribed to the within and foregoing Agreement, and acknowledged to me that they executed the same.

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

Lydia S. Kearney
Residing at: Victor, Idaho

(SEAL)

My Commission Expires: Feb 21, 1967

STATE OF Idaho)
 :)
County of Cannibelle)

On this 11th day of May, 1966, before me, the undersigned, a Notary Public in and for said County and State, personally appeared MILFORD N. KUNZ known to me to be the person whose name is subscribed to the within and foregoing Agreement, and acknowledged to me that he executed the same.

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

James L. Dean
Notary Public for Idaho
Residing at: Victor, Idaho
My Commission expires: 7-5-68

(SEAL)

NOT. OF IDAHO
STATE OF IDAHO,)
NOTARY PUBLIC) SS.
County of TETON)

On this 30th day of June, 1966, before me, the undersigned, a Notary Public in and for said State, personally appeared EUNICE WILLIAMS, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that they executed the same.

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

F. C. Gallett

IDHO

Notary Public for IDHO
Residing at ~~Boise, Idaho~~ Victor, IDHO

My Commission Expires:

July 1, 1968

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STATE OF IDAHO }
COUNTY OF TETON }
Filed for Record at the Request of

of Robert L. Shuler

at 35 Minutes past 9

P.M. this 2

day of June 1966

and Microfilm of Recorded in

Book _____

of _____

Page 2 of 2 Folios, County

Robert L. Shuler
Recorder

By Robert L. Shuler Deputy

1966

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