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December 9, 1971

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AREA CODE 208

RECEIVED

JUL 0 1 2005

Department of Water Resources
Eastern Region

Mr. Gary W. Grandy
Victor, Idaho 83455

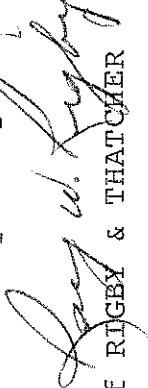
Dear Mr. Grandy:

We enclose herewith a photocopy of the Water Right Agreement between you and Mr. Moulton as per your request. If we can be of further assistance to you, please let us know.

RWR/lh

Enclosure

Yours very truly,


OF RIGBY & THATCHER

AGREEMENT FOR WATER RIGHT

THIS INSTRUMENT Represents an agreement made between GARY W. GRANDY, Party of the First Part; and LESTER E. MOULTON, Party of the Second Part; on water right to Big Spring and Forest Spring which are both tributary to Little Warm Creek.

1. The Party of the First Part does hereby recognize and acknowledge the decreed water right to Albert Smith for the amount of forty miners inches of water in Little Warm Creek under priority date of April 1, 1896, in the District Court of the Sixth Judicial District of the State of Idaho, in and for the County of Fremont on the 16th day of December, 1910. Said water right is appurtenant to the land owned by Lester E. Moulton described as:

The NE~~1~~NE~~4~~ of Section 21, Twp. 3 N., Rge. 45 E.B.M.

2. Party of the First Part will only divert, for his beneficial use, waters from Big Spring and Forest Spring which are surplus to the forty miners inches decreed, as above stated, or which are not being used by the Party of the Second Part.

Party of the First Part will refrain from water usage whenever the Party of the Second Part gives verbal notice that he is diverting the decreed water on the above described land and not receiving his 40 miners inches.

3. Both parties of this agreement are entitled to measure the flow of water in the Little Warm Creek in order to maintain that the Party of the First Part is abiding by the covenant No. 2 previously stated.

Should the parties of this agreement be unable to agree on the amount of water flow at a particular time, both parties agree that a qualified water master will be called upon to measure the water. Both parties will abide by the water masters decision.

4. Party of the Second Part has no protest against the issuance of a license in connection with Permit No. 33169/22-2279 as long as the Party of the First Part is willing to abide by the other covenants of this agreement.

We, the undersigned parties of this agreement state under oath that we have read the foregoing Agreement for Water Right, that we have knowledge of and understand its content, that to the best of our knowledge it is true and correct.

PARTY OF THE FIRST PART

Gary W. Grandy

STATE OF IDAHO,)
) SS
County of Teton.)

PARTY OF THE SECOND PART

Lester E. Moulton

On this 4 day of ^{December} ~~November~~, 1971, before me, the undersigned, a Notary Public in and for said State, personally appeared GARY W. GRANDY and LESTER E. MOULTON, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

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

Lynn J. Keeney
Notary Public for Idaho
Residing at Victor ID
My Commission Expires: Feb 24, 1972