

67-2164B
67-14353
67-14445

THIS CONTRACT Made and entered into in triplicate this
November 22, 1932, by and between Weiser Irrigation District,
a municipal corporation, party of the first part, and Ida M.
Shoesmith, a widow, and Polly^a Smith, a widow, both of Weiser,
Idaho, parties of the second part;

WITNESSETH:

WHEREAS, second parties are the owners of an irrigation
canal leading from Weiser River, in Township 11 North of
Range 4 West of Boise Meridian, in Washington County, to,
and by means of which their irrigable lands, being about
320 acres of irrigable lands, are irrigated; and,

WHEREAS, first party is desirous of taking possession of
said ditch and enlarging same to a sufficient size to serve
the needs of first party and using same for the purpose of
carrying through same as so enlarged, water for the irriga-
tion of lands which first party is under legal obligation
to transport water to for irrigation purposes; and,

WHEREAS, first party, in making said enlargement and new
works will have to take additional lands from the ranch of
Mrs. Shoesmith, through which said canal so to be enlarged
passes;

NOW, THEREFORE, in consideration of the premises it is here-
by mutually contracted and agreed by and between said parties
as follows:

a. That first party is to take over said Smith-Shoesmith
canal or ditch, and is to enlarge same to such size and

SCANNED
OCT 04 2005

~~the~~ capacity as in the judgment of first party is necessary to put said ditch in proper condition to carry therein all of the water first party will need to carry through its system, from Weiser River, and in addition thereto to carry therein water needed by second parties for the irrigation of their present lands, said amount, however, which is to be carried for second parties shall not exceed 600 miners inches. In order to accomplish said enlargement first party is to have and second parties hereby grant to first party such additional lands as first party deems necessary to enlarge said canal in the first place and thereafter to maintain and operate same.

b. First party, during the irrigation season each year is to carry through its works, including said ditch as enlarged, from its headgate at the Weiser River down to the point where said new ditch will enter the present old canal of the first party all irrigation waters of second party, as second parties may desire same, for the irrigation of their present lands, being about 320 acres of irrigable lands, said amount, however, shall not amount to more than 600 miners inches, second parties shall have the right to say, the amounts, from time to time, during each irrigation season, first party shall so carry and deliver to them, the amount, however, at no time to amount to more than 600 miners inches. Said water is to be by first party delivered into the present conduit of second parties, at the point hereinbefore named.

c. Second parties hereby grant to first party good and sufficient right of way for the purposes hereinbefore named, across the said lands of Ida M. Shoesmith, along the present site of said ditch, in order to connect up the said Smith-Shoesmith ditch with the present canal of first party, at a point approximately 300 to 400 feet below the present old headgate of first party.

d. All of the expense of building and enlarging said old ditch, building of new diversion works, and all other improvements hereinbefore contemplated shall be paid and bourn by first party. Thereafter all expense of maintenance of said ditch from its head in Weiser Canyon down to the point where second parties take their water from said canal shall be jointly paid by the parties hereto in the following proportions, viz: $24/25$ ths by first ^{party} ~~party~~ and $1/25$ th by second parties. Each year each party shall pay same within 30 days after the amounts thereof shall be ascertained. However, it is agreed that first party shall have the sole right of possession of said canal and of making improvements and annual up-keep work thereon.

e. Said Ida M. Shoesmith shall have the right to install in the canal of the first party at the point covered by the present contract between the District and said Shoesmith governing the erection of such water wheel, a water wheel of size and dimension covered by said present contract. Same shall be so installed in the first place and thereafter to be so maintained by second parties that the works of the

first party shall not be endangered and the flow of water in said canal shall not be impeded. Said wheel shall be used for pumping water not to exceed 25 inches on to some high lands of second party and to run a small dinamo for creating electric energy to light the Shoesmith home and run farm machinery on the Shoesmith place. The right to use such electric energy generated shall be limited to the present Shoesmith place. Said Shoesmith shall have the right to transport through the canal of first party down to the point where said wheel is erected, such 25 miners inches of water for irrigating such high lands of said Shoesmith.

f. It is expressly agreed that the water which first party is to so transport through its said canal for said second parties, or either of them, shall be the waters of the said second parties and first party shall not be under any obligation to furnish any water for either of the parties of the second part.

g. It is further agreed that in the event that at any future time the party of the first part refuses to transport water to parties of the second part as hereinbefore agreed, then, and in that event, all rights of party of the first part in and to the Smith-Shoesmith ditch or canal as enlarged under the terms of this agreement shall cease and the exclusive right to possession and control of said ditch or canal shall be again vested in parties of the second part.

h. First party shall not be obligated to transport through its canal, for second parties, or either of them, any of

the waters hereinbefore mentioned and set forth at any other times than during the irrigating season and in fall of the year when first party is operating its irrigation system for the use of its landowners within the Weiser Irrigation District.

It is stipulated that time and the strict performance of the terms of this contract are the essence thereof and that the same shall be binding upon the parties hereto, their successors, heirs, personal representatives and assigns.

IN WITNESS WHEREOF, this contract has been executed by the respective parties hereto this the 22nd. day of November, 1932.

WEISER IRRIGATION DISTRICT

By W. W. Lovelace
President.

Attest: Oliver J. Smith
Secretary

Mrs Ida M. Shesmith
Mrs Polly A. Smith

STATE OF IDAHO,)
County of Washington,)

ss.

On this the 22nd day of November, 1932, before me, Ed R. Coulter, a Notary Public in and for the State of Idaho, personally appeared W. W. Lovelace and Oliver J. Smith, known to me to be the president and secretary, respectively, of Weiser Irrigation District, the corporation executing the within instrument, and acknowledged to me that they executed the same.

And on the same date and time also personally appeared ^{for}
fore me, as such Notary Public, Polly ^{a and Ida M. Shoesmith} Smith, known to me to
be the person whose name is subscribed to the within instru-
ment, and acknowledged to me that she executed the same.

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

Ed Roberts
Notary Public for Idaho;
Residing at Weiser, Idaho.

STATE OF OREGON, §
County of Marion, § ss.

On this the _____ day of _____, 1932, before
the undersigned, a Notary Public in and for the State of
Oregon, the within named Ida M. Shoesmith, known to me to
be the person whose name is subscribed to the within in-
strument, appeared before me and acknowledged to me that
she executed the same.

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

Notary Public for Oregon;
Residing at _____, Oregon;
My commission will expire _____ 19____

SCANNED

OCT 04 2005