

AGREEMENT FOR CHANGE OF POINT OF DELIVERY

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MAR 09 2017

Department of Water Resources
Eastern Region

THIS AGREEMENT made this 7 day of MARCH, 2017, by and between Big Lost River Irrigation District, hereinafter referred to as "District", an irrigation district organized and existing under and by virtue of the laws of the State of Idaho and Randy Pursell of 3539W Moon Moore ID 83255 hereinafter referred to as the "Landowner".

WITNESSETH:

WHEREAS, the Landowner is the owner of those lands described in the Assessment Rolls of the District as Account Number 16488, 1588, more fully described as:

<u>5N 26E Sec 5 Lot 1 (NE 1/4 NE 1/4) Except that portion lying East of County Road</u>
<u>Lot 2 NW 1/4 NE 1/4 and S 1/2 NE 1/4</u>

And,

WHEREAS, the above described real property is within the Big Lost River Irrigation District and the Landowner presently receives water for the irrigation of said lands from the District at the following point, to-wit:

<u>B+J Ditch NW SE NW Sec 32 6N 26E</u>

WHEREAS, the Landowner desires to change his method of irrigation of the above described lands and desires to accept water for the irrigation of all of the above lands at the following point, to-wit:

<u>32N 1 Ditch Sec 14 6N 25E SE NW SE</u>

WHEREAS, the DISTRICT is willing to allow that portion of _____ (canal, lateral, or ditch, if any) to be abandoned which is no longer needed to provide water to lands within the DISTRICT or Landowner's land.

NOW, THEREFORE, in consideration of the mutual covenants herein contained it is agreed by the Landowner that he will accept as his point of delivery of water from the District for the irrigation of the lands described in the District's Assessment Roll under Account Number 1643R, at the following point, to-wit:

3 In / Ditch	SSC14	6W 2SE	SE NW 5F	~~424~~	791, 790, 424, 235

IT IS FURTHER AGREED between the parties hereto that the Landowner, his successors and assigns, will be solely responsible, at his cost and expense, for the delivery of water from the above described delivery point to the lands under Account Number _____, and does hereby agree to accept the point of delivery of irrigation water herein provided for the Landowner.

IT IS FURTHER AGREED by and between the parties hereto that the District may abandon all further rights to that portion of _____ (ditch, lateral or canal) which is no longer necessary to convey water to the Landowner's land and assumes no further obligations of whatsoever kind or nature to operate and maintain that portion of the said delivery facility which is no longer needed for the delivery of water to the Landowner's land.

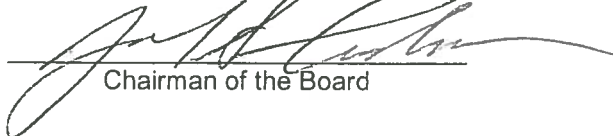
IT IS FURTHER AGREED that the District assumes no obligation to deliver water to the Landowner at the new point of delivery under pressure and the Landowner does hereby agree to assume all costs and expenses, if any, in providing pressure to water lines for the delivery of water from the new point of delivery to the place of use, or for the construction of any ditches or laterals over easements retained by the District, upon approval by the District.

IT IS FURTHER AGREED that nothing contained herein shall be considered as a relinquishment or abandonment of the existing right-of-way for the maintenance of said lateral or the right of the District to reconstruct the lateral, ditch or other water conveyance system on said right-of-way at such time and under such terms as the District may determine proper under the circumstances.

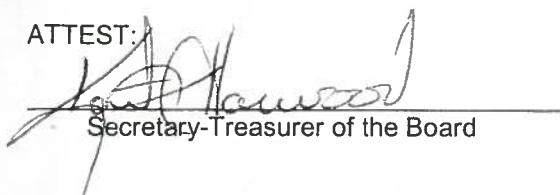
This agreement shall be binding upon the heirs, administrators, executors personal representatives, and assigns of the parties hereto, and shall run with the land above described.

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

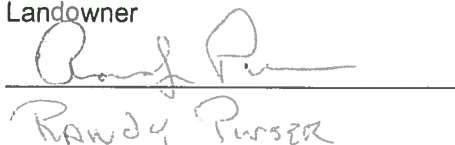
BIG LOST RIVER IRRIGATION DISTRICT


Chairman of the Board

ATTEST:


Secretary-Treasurer of the Board

Landowner


Randy Purser

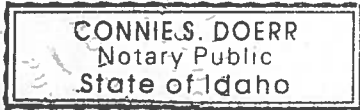
Printed name below:

STATE OF IDAHO)
County of Custer)

ON THIS 7th day of March, 20 17, before me, the undersigned, a Notary Public in and for said State, personally appeared Randy Purser, known to me to be the Chairman, and -Kent Hairwood, known to me to be the Secretary-Treasurer and Joel Andersen and Chairman of the Board, know to me to be the person(s) whose name(s) subscribed to the written instrument, 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



Connie Doerr
Notary Public residing at:
Markay ID

My commission expires: 12-17-2018

STATE OF IDAHO)
County of _____)

ON THIS _____ day of _____, 20 _____, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, known to me to be the Chairman, and _____, known to me to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/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 residing at:

My commission expires: _____