

Black Canyon Irrigation District
License to Install Pump

THIS AGREEMENT, made and entered into this _____ day of _____, 20____, by and between the BLACK CANYON IRRIGATION DISTRICT, an irrigation district organized and existing under and by virtue of the laws of the State of Idaho, hereinafter called Licensor, first party, and _____ hereinafter called Licensees, second parties, WITNESSETH:

WHEREAS, Licensees are the owners of the property in S 3, T 4N, R 3W, Tract 18 in Fruitdale Farms denoted by account number 0335-002-00 and said Licensees desire to obtain from Licensor its permission to divert irrigation water for the irrigation of said premises from the _____ wasteway, which said wasteway is a part of the irrigation and drainage system of Licensor, and Licensees have a valid right to use the water of the Licensor.

NOW, THEREFORE, for and in consideration of the sum of _____ AND OTHER GOOD AND VALUABLE CONSIDERATIONS, receipt of which are acknowledged by Licensor, Licensor hereby gives unto Licensees the privilege of installing a pump in said wasteway and pumping water therefrom for the irrigation of the above described lands of Licensees upon the following terms and conditions:

1. Said pump may be installed on the Licensor's right of way in the following location:

And said Licensees shall not divert more than _____ miner's inches at this location.

2. Said Licensees shall, at their own expense and before installing said pump or pumping water therefrom, obtain the necessary right of way for the conveyance of water from said pump to the real property hereinabove described.
3. The water diverted by said pump shall be used only for the irrigation of the above-described real property and the privilege herein granted shall not be assigned or the water obtained hereunder used for the irrigation of any other premises whatsoever. If Licensee sells, assigns, grants, or conveys the above-described real property, this License shall terminate.
4. The installation, operation, and maintenance of said pump and the necessary ditches or pipelines for the conveyance of said irrigation water to said real property shall be at the sole expense of Licensees.
5. The aforesaid pump and necessary means of conveyance of said water, as aforesaid, shall be installed so as not to obstruct in any manner whatsoever with the construction, operation, and maintenance of said waterway or any other irrigation or drainage facilities of Licensor or any other person.

6. Licensees shall be liable to Licensor for any and all damage caused by the installation, operation, and maintenance of said pump or the exercising of any of the privileges conferred by this license, and shall hold the Licensor harmless from any damage caused to the property of other persons by reason of the exercising of this license.
7. Licensees shall, prior to the exercising of any privileges herein granted, submit to the Manager of Licensor complete details of the means and manner of the installation of said pump and appurtenant facilities and shall secure the approval of said Manager thereof.
8. This License shall continue only so long as, in the opinion of the Board of Directors of Black Canyon Irrigation District, it is not detrimental to any interest whatsoever of the Licensor or any water user or land owner of the lands within the boundaries of the Black Canyon Irrigation District and shall be revocable by said Board by giving a 10-day written notice to Licensees by registered mail that said license is revoked, it being specifically understood and agreed that the application of irrigation water to said lands of Licensees, through the exercising of this license, by Licensees or their heirs, executors, administrators or assigns, shall not make the right to apply said water to said lands appurtenant to said lands or give to Licensees, their heirs, executors, administrators or assigns, any permanent right to use said irrigation water so diverted and applied as aforesaid for the irrigation of said lands the continuance of the privilege herein granted being solely at the discretion of the Board of Directors of said Black Canyon Irrigation District.
9. In the event of the termination of this license by Licensors, as aforesaid, or by any other manner, Licensees shall, at their sole expense, remove said pump and conveying system, if the Board of Directors of said irrigation district so requires, and said Licensees shall be liable for any damage to the irrigation or drainage facilities of Licensor caused by said removal, and shall also hold Licensor harmless from any and all liability to the third persons caused by said removal.
10. Licensor shall not be liable to Licensees for any damage to said pump, or conveying facilities, caused by reason of the construction, operation, and maintenance of any irrigation or drainage work or facility of the Licensor.
11. It is specifically understood and agreed that Licensor hereby reserved the absolute right to recapture and use all or any part of the water of said wasteway, including any water diverted by Licensees under the terms hereunder, and in the event of such recapture and use, Licensor shall not be liable to Licensees for any damage caused thereby.
12. In the event Licensees fail or refuse to remove said pump, or conveying facilities, at the request of the Licensor, as aforesaid, Licensor may do so and charge the cost thereof to the Licensees.
13. In the event any action at law or suit in equity shall be filed against the Licensor by reason of the granting or exercising of this license or the installation, operation, and maintenance of the said pump, and conveying system of Licensees, Licensees shall promptly reimburse Licensor for any all Court costs and expenses incurred in defending any such action, including Licensor's attorney's fees.

14. In the event it is necessary for Licensor to file any action at law or suit in equity for the enforcement of any of the terms and conditions herein contained, Licensees shall pay to Licensor the costs of suit and whatever the Court shall adjudge as Licensor's reasonable attorney's fees.
15. On the execution of this agreement, Licensees shall forthwith record, at their own expense, a copy thereof with the recorder of the county in which said pump is situated.
16. Neither this License nor any of the rights or privileges herein granted shall be assigned or hypothecated in any way by Licensees without the written consent of Licensor first had and obtained.
17. The terms hereof shall be binding upon the heirs, executors, administrators and assigns of Licensees, and upon the successors and assigns of Licensor.

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

BLACK CANYON IRRIGATION DISTRICT, Licensor

By _____
Chairman, Board of Directors

Licensee

Licensee

STATE OF IDAHO,)
COUNTY OF CANYON)

On this ____ day of _____, in the year 20____, before me, _____
_____, a notary public in and for said State of Idaho, personally appeared _____, ____ known or ____ identified to me, to be the person whose name(s) _____ subscribed to the within instrument and acknowledged to me that he / she / they executed the same.

NOTARY PUBLIC FOR IDAHO

RESIDING AT: _____

MY COMMISSION EXPIRES: _____

STATE OF IDAHO,)
COUNTY OF CANYON)

On this ____ day of _____, in the year 20____, before me, _____
_____, a notary public in and for said State of Idaho, personally appeared _____, ____ known or ____ identified to me, to be the person whose name(s) _____ subscribed to the within instrument and acknowledged to me that he / she / they executed the same.

NOTARY PUBLIC FOR IDAHO

RESIDING AT: _____

MY COMMISSION EXPIRES: _____