

A G R E E M E N T

MARTHA S. REESE, as the grantor, and SOUTH BOISE WATER COMPANY, as the grantee, named in the enclosed deed, mutually agree:

1. That delivery of said deed shall not be made, and title to the property therein described, to-wit: The Ridenbaugh-Rossi Mill Ditch, shall not pass to grantee until the full purchase price for same, as herein provided, shall have been paid.

2. That grantee has made an earnest money payment in the sum of \$500.00, the receipt whereof hereby is acknowledged by grantor.

3. That grantee may purchase said ditch for a cash price of \$2750.00, that is, said earnest money payment plus an additional sum of \$2250.00, to be paid in full on or before June 4, 1951.

4. Or, at its option, grantee may purchase said ditch for the sum of \$3000.00, that is, said earnest money payment plus an additional sum of \$2500.00, payable in manner following: \$500.00 on or before June 4, 1951; \$1000.00 on or before June 4, 1952 and \$1000.00 on or before June 4, 1953. All deferred payments on principal falling due, or made, on or after June 4, 1951, shall bear interest at the rate of six per cent per year from June 4, 1951, and such interest shall be payable annually on June 4, 1952, and June 4, 1953.

5. If grantee elects to purchase said ditch pursuant to the terms of paragraph 4 hereof, it shall protect grantor against any damage occurring to said ditch and its appurtenances, including the wing dam, the diversion dam and headworks, headgates and laterals, as well as against all damages which may result from grantee's negligent maintenance and operation thereof, by providing a bond satisfactory to grantor, as to an amount, but not to exceed \$7000.00; terms, sureties, and said bond shall remain

in full force and effect until said full purchase price shall have been paid.

6. From and after the date hereof grantee shall maintain and operate said ditch, and appurtenances, at its own cost and expense; provided, however, that until grantees shall have complied with the terms of either paragraph 3 or 4 hereof, such operation and maintenance shall be under the supervision and direction of grantor, or her designated agent.

7. The enclosed deed shall be delivered to grantee by J. F. Cromwell upon payment of the cash purchase price in full, on or before June 4, 1951.

8. Should grantee elect to purchase said ditch pursuant to the terms of paragraph 4 hereof, then the parties hereto shall enter into a written contract of sale satisfactory to grantor as to terms and conditions, and a copy of such contract, said bond and the enclosed deed thereupon shall be placed with an escrow holder chosen by the parties hereto.

9. Time is of the essence of this agreement and should grantee default in the performance of the terms and conditions hereof by it to be kept and performed, grantor may, at her option and without notice, declare this contract null and void, and in case of such default, grantee shall forfeit all of its right, title, claim and interest in and to said ditch, arising out of this agreement, and grantor shall retain the said earnest money payment, to-wit: The said sum of \$500.00, as liquidated damages.

IN WITNESS WHEREOF, the above named grantor has set her hand and the above named grantee has caused its corporate name to be set hereto by the president and attested by its secretary this 24th day of May, 1951.

Martha S Keese
Grantor

SOUTH BOISE WATER COMPANY

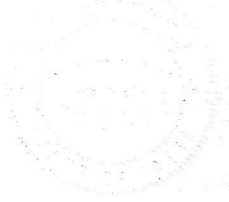
By W. H. Chatham
President

Attested by:

STATE OF IDAHO)
) ss.
County of Ada)

On this 24 day of May, 1951, before me, the under-
signed, a Notary Public in and for said County of Ada, personally
appeared Martha S. Reese, as the grantor, known to me to be the
person whose name is subscribed to the within instrument, 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.


A. J. Emmell
Notary Public for Idaho
Residing: Boise, Idaho

STATE OF IDAHO)
) ss.
County of Ada)

On this 25th day of May, 1951, before me the under-
signed, a Notary Public in and for said County of Ada, personally
appeared *H. H. Chatburn*, known to me to be the
president of SOUTH BOISE WATER COMPANY, a corporation, and the
person who executed the foregoing agreement in behalf of said
corporation and acknowledged to me that said corporation 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.


Ronald Mack
Notary Public for Idaho
Residing: Boise, Idaho