

# Headgate Installation

APPLICATION to BIG WOOD CANAL COMPANY

Or

AMERICAN FALLS RESERVOIR DISTRICT NO. 2

For

INSTALLATION of HEADGATE

THE UNDERSIGNED Water User, requests the installation of a \_\_\_ inch headgate in Lateral # \_\_\_\_\_, located in the \_\_\_\_\_ Section \_\_\_\_, Township \_\_\_\_, Range \_\_\_\_, East of the Boise Meridian, on the following terms and conditions:

1. Plans for the installation and construction shall be approved by the Manager, Maintenance Supervisor or Water Master of Big Wood Canal Company or American Falls Reservoir District No. 2 before construction begins.
2. The headgate and cost of installation shall be furnished by the undersigned. If the same is supplied by the Company or District, a \$500 deposit shall be paid by the undersigned prior to commencement of the installation. The balance must be paid before water will be delivered.
3. Any headgate replaced or installed shall be on a conditional basis and if the installation, in any manner, shall result in delivery or control problems, the Company or District may require that the installation be removed at the expense of the undersigned, or alternatively, the Company

or District may refuse to deliver water until a satisfactory installation has been accomplished and approved by the Manager, Maintenance Supervisor or Water Master.

4. Any headgate to be installed in a lateral for delivery of water to a pond or bubble screen, shall have a spillway, or other device, to accommodate the flow of water coming from the headgate. In no event shall water be returned to the lateral, through non-use of the pump or bubble screen, except by closing the headgate by the ditch rider.

5. The undersigned will not attach any device or make any modification to the installation which, in the judgment of the Company or District, will interfere with the flow or measurement of water.

6. In the event it becomes necessary for the Company or District to initiate legal proceedings for the enforcement of the terms and conditions hereof, the undersigned agrees to pay reasonable attorney fees and cost incurred by the Company or District.