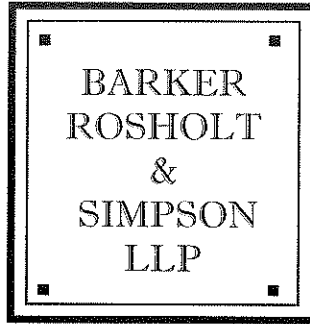


ALBERT P. BARKER
JOHN A. ROSHOLT
JOHN K. SIMPSON
TRAVIS L. THOMPSON
SHELLEY M. DAVIS
PAUL L. ARRINGTON



1010 W Jefferson, Suite 102
Post Office Box 2139
Boise, Idaho 83701-2139
(208) 336-0700 telephone
(208) 344-6034 facsimile
brs@idahowaters.com

113 Main Avenue West, Suite 303
Twin Falls, Idaho 83301-6167
(208) 733-0700 telephone
(208) 735-2444 facsimile
jar@idahowaters.com

Shelley M. Davis
smd@idahowaters.com

March 1, 2007

RECEIVED

MAR 06 2007
DEPARTMENT OF
WATER RESOURCES

VIA US MAIL

Monica Van Bussum
David R. Tuthill, Jr., P.E.
Idaho Department of Water Resources
322 East Front St.
P.O. Box 83720
Boise, ID 83720-0098

Re: Recommendations for Pollards and Symes in Basin 67

Dear Monica:

Thank you for your call yesterday in response to my letter of February 26, 2007 inquiring about the recommendations for water right nos. 67-14352, 67-14353, 67-14356 and 67-14357 in the names of the Pollards and Symes. In my letter I expressed my concern about what I perceived to be a mistake in the recommendations based on our discussion held on December 1, 2007. It was my understanding pursuant to the call received a few days after the December meeting that the Department would recommend claim nos. 67-14356 and 67-14357 to be allowed, and disallow claim nos. 67-14352 and 67-14353. The Department recommended the opposite.

During the December 1, 2006 meeting I provided the Department information demonstrating that the Weiser Irrigation District ("WID") and my clients' predecessors in interest had always treated the water delivered to their properties as being under independent ownership, beginning in the early 1930's with a water carrying agreement between Smith/Shoesmith and WID and continuing into the present, including litigation related to the fees charged by the District for maintenance arising out of the water carrying agreement. The Department's recommendation that WID be granted competing water right on my clients' property is of substantial concern to my clients, as those rights have never existed. The water servicing those properties has always been independently owned. Your statement that the Department determined to leave the recommendation to the WID in place and allow competing claims to go forward does not accurately represent the historical treatment of the water rights on the properties at issue.

I provided considerable information regarding the historical use of water on the subject property including the affidavits of Alba Einsphar and Violet Mathews indicating their memory of historical water use on the property dating back to the late 1940's, the 1932 water carrying agreement between Smith/Shoesmith and the WID, and the 1975 water carrying agreement between Green and WID. The 1975 water carrying agreement explicitly states that the lands serviced, "seventy-eight acres situated within and being a portion of S1/2 SW1/4 and SW1/4 SE1/4 of Section 34, Township 11 North, Range 4 West of the Boise Meridian" are "seventy-eight (78) acres of Land, located outside the external boundaries of the party of the first part[.]"¹ The WID has never recognized the section 34 property of my clients as lands of the District, as is evidenced by the deposition testimony of Jonathon 'Jay' Edwards, Secretary of the Weiser Irrigation District taken in connection with the 1998 lawsuit commenced to establish the maintenance charges owed by my clients' predecessors in interest pursuant to the carrying agreements. The Mediation Stipulation and Consent to Judgment issued on August 30, 1999 resolved the issue of "the fee to be paid to the Weiser Irrigation District for the transportation of the Plaintiffs' private water by the Weiser Irrigation District in the District's canal known as the Galloway Canal."

On behalf of my clients, I am requesting that the Department amend its recommendations made to the Symes and Pollards disallowing 67-14356 and 45-14357, and recommending the WID competing right 67-2164G including lands owned by the claimants. There is no supportable basis for requiring the Symes and Pollards to maintain a competing claim with the WID on the lands claimed in 67-14356 and 67-14357 as the District has repeatedly disavowed any interest in the section 34 lands. Further, I request that at the time of amending the recommendations the Department adjust the priority dates to reflect the dates when Alba Einsphar and Violet Mathews testified the section 34 ground went into irrigation. Please contact me at your convenience to discuss this issue further.

Very truly yours,

BARKER ROSHOLT & SIMPSON LLP



Shelley M. Davis

Enc.

Cc: Ed and Sally Pollard
Greg and Renate Syme
Chris Bromley

¹ I have attached copies of the referenced affidavits, a copy of the 1975 Water Carrying Agreement, and excerpts of the deposition testimony of Jay Edwards for your reference.

Attn: Idaho Dept. of Water Resources

Re: Water Right Adjudication Claim 67-14353

We purchased the Shoesmith farm in Weiser in 1938. We owned and worked this farm until we sold it to Henry and Ann Green in 1978. ^A Ed Pollard currently owns it.

We started irrigating the 30-acre field to the east, between the Galloway Canal and the Weiser River shortly after moving there, sometime between 1940-1942. We kept this field as irrigated pasture.

There was a delivery ditch that ran along this field and on down to our lower south fields. It is identified as Field 9 on the USDA Farm 2007 Map. It lies SE and SW in the Section 34 Township 11 N Range 4W and in the north west of Section 3 Township 10N Range 4 W.

Between 1947-1949, we installed a pump in the canal which we used to sprinkler irrigate our upper fields until we sold the place in 1972. These upper fields are approximately 79 acres between the Weiser River Road and the Galloway Canal. They are identified as Fields 6, 7, and 10 on the USDA Farm 1607 Map. They lie in the SW of Section 34 Township 11N Range 4W and the NW of Section 3 Township 10N Range 4W.

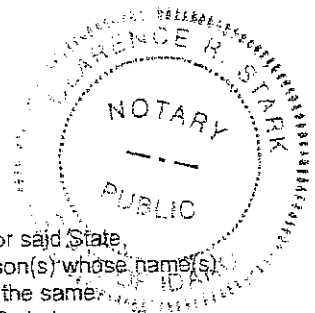
Alba Einspahr

Alba Einspahr

STATE OF IDAHO, County of Washington -ss:

On this 16 day of SEPT, 2006, before me, the undersigned, a Notary Public in and for said State, personally appeared ALBA EINSPAHR known to me to be the person(s) whose name(s) are/is subscribed to the foregoing instrument and acknowledged to me that she executed the same. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year first above written.

Clarence R. Stark
Notary Public for Idaho
Residing at: Weiser, Idaho
Commission expires: 9-7-2011



Attn: Idaho Dept. of Water Resources

Re: Water Right Adjudication Claim 67-14353

My parents purchased the Shoesmith farm in 1938. I was 5 years old at the time.

My parents started irrigating the approx. 30 acre field to the east, between the canal and the river shortly after that, between 1940 and 1942. They kept this in irrigated pasture for our milk cows until the farm was sold in 1978. This is field 9 on the USDA Farm 2007 map.

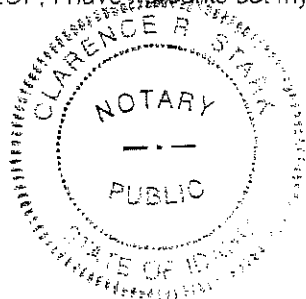
Between 1947 and 1949 my parents installed a pump in the canal and began sprinkler irrigating our upper fields. I helped my Father irrigate the fields. These are fields 6, 7, and 10 on the USDA Farm 1605 map. We irrigated these fields until the farm was sold.

Violet Mathews
Violet Mathews

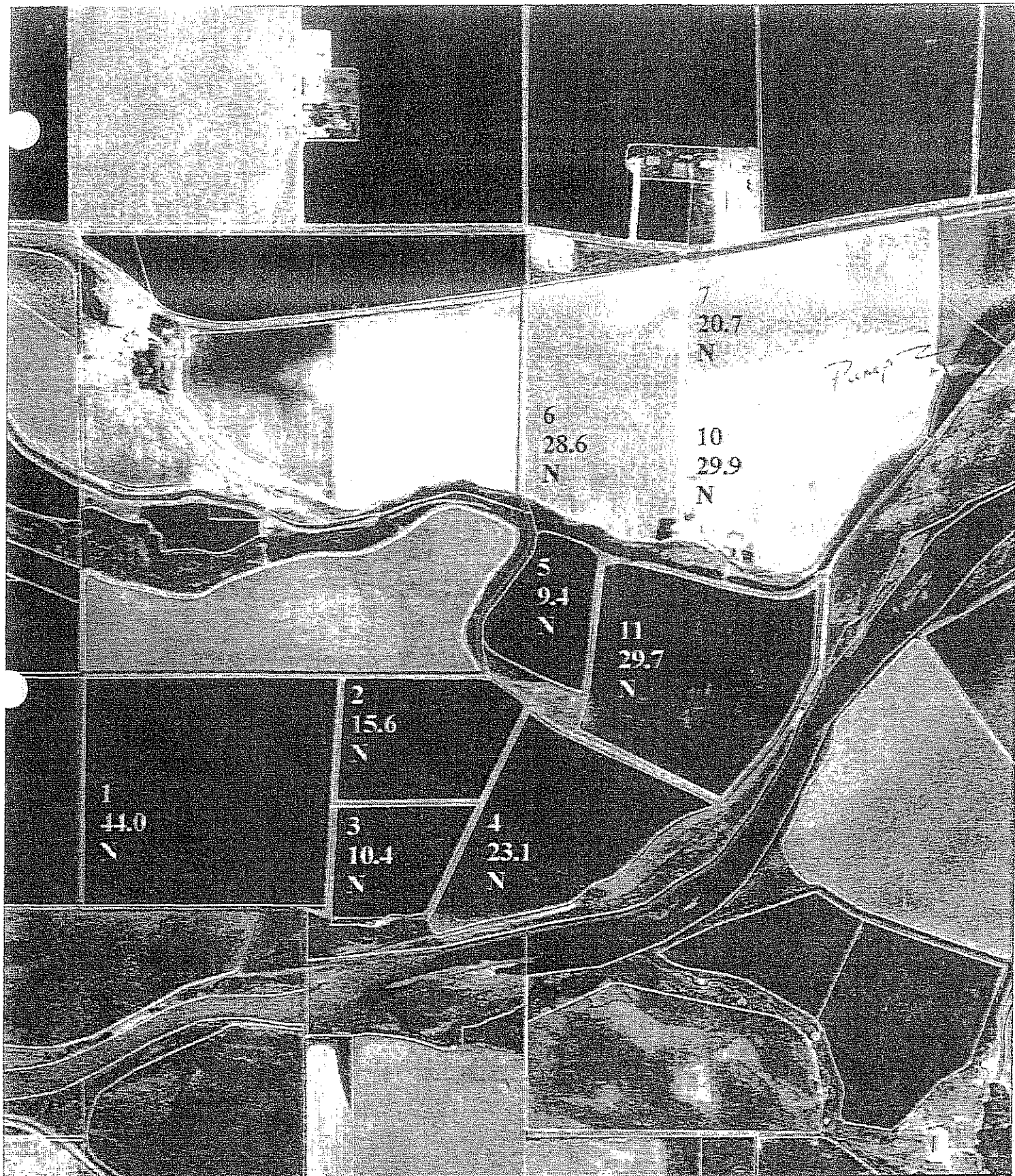
STATE OF IDAHO)
: ss
County of Washington)

On this 16 day of SEPT, 2008, before me, the undersigned, a Notary Public in and for said State, personally appeared VIOLET MATTHEWS known to me to be the person(s) whose name(s) are/is subscribed to the foregoing instrument and acknowledged to me that she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year first above written.



Clarence R. Hart
Notary Public for Idaho
Residing at: Weiser, Idaho
Commission expires: 9/7/2011



Map of Washington Farm 1605
Tract 1669



Map Printed: Aug 27, 2004

WATER CARRYING AGREEMENT

THIS AGREEMENT, Made and entered into this 24th day of December

THE WEISER IRRIGATION DISTRICT, a quasi-municipal corporation, organized and existing under and by virtue of the laws of the State of Idaho, with its main office and principal place of business at Weiser, Idaho, PARTY OF THE FIRST PART,

১১১১

HENRY GREEN, of the County of Washington, State of
 Wash., PARTY OF THE SECOND PART;

WITNESSETH, WHEREAS: The party of the second part is the owner of seventy-eight (78) acres of land, located outside the external boundaries of the party of the first part but in sufficiently close proximity to the canal owned by the party of the first part and used by it for delivery of water to its patrons within its corporate boundaries so that the lands of the party of the second part can be irrigated therefrom;

the surface. The party of the second part is the owner of some
the water some feet of surface water in Grand Creek, Nevada.

AND WHEREAS: The party of the first part has sufficient additional carrying capacity in its canal, to-wit: the Galloway Ditch, to accommodate an additional Fifty (50) miner's inches of flow at any given time in that portion of its canal lying between its main point of diversion of the Weiser River at the Galloway Dam and the point of diversion for waters to be diverted and applied to the lands of the party of the second part; and it is the desire of the parties hereto to provide for the use of Fifty (50) miner's inches of the capacity of the canal of the party of the first part to carry ~~said water~~ so owned by the party of the second part, to his said lands;

NOW, THEREFORE, in order to accomplish the aforesaid purposes, it is mutually covenanted and agreed between the parties hereto as follows:

1

The party of the second part is hereby granted the right to deliver fifty (50) miner's inches of water through the canal of the party of the first

part of the lands of the party of the second part, consisting of Seventy-eight (78) acres of the storage water owned by the party of the second part in Laura Creek Reservoir by application of five-eighths (5/8) of a miner's inch to the acre of land hereinafter more particularly described, at a rate not to exceed fifty (50) miner's inches rate of flow during the irrigation season; and the party of the second part shall have the right to divert the same from the canal of the party of the first part and apply the same to beneficial use upon the lands of the party of the second part, hereinafter more particularly described.

The right herein given is subject to the condition that the party of the second part pay to the party of the first part, no later than the first day of February of each year, the sum of money equal to the operation and maintenance charge that is levied by the party of the first part on a per acre basis against lands belonging to the patrons of the party of the first part within its corporate boundaries; and, for failure to pay said sum, at the time the same shall become due, the party of the first part, in addition to all other remedies available to it and without prejudice to its right to collect the same, may, at its option, refuse to deliver any further water to the party of the second part in the year in which said default occurs and any subsequent year so long as said sum has not been paid.

As a further condition to the rights herein granted to the party of the first part by the party of the second part, the party of the second part covenants and agrees that, prior to delivery of any water, pursuant to this agreement, in the year 1975, the party of the second part will install, at his own expense, an accurate measuring device at his point of diversion, approved by the State of Idaho Department of Water Administration, to the end and purpose that the total volume of water removed by the party of the second part can readily be ascertained and read and that the rate of flow at any given time can be determined therefrom.

II.

It is mutually covenanted and agreed that, if in any given irrigation season, the party of the second part exhausts and totally consumes all

...the party of the first part, by resolution of its Board of Directors, has caused this instrument to be executed and its corporate seal to be hereunto affixed, the day and year first above written; and the party of the second part has hereunto set his hand and seal the day and year first above written.

part, the party of the first part, by its action, in addition to the other remedies herein provided for and provided by law, shall have the right to sue for specific performance, in which case the same shall be of no further force or effect.

IV.

The Lands intended to be Acquired, belonging to the party of the second part, provided for in this agreement, are located in the County of Washington, State of Idaho, more particularly described as follows, to-wit:

Seventy-eight (78) acres situated within and being a portion of the 36th and 37th of Section 34, Township 11 North, Range 4 West of the Boise Meridian.

V.

Unless terminated by breach, default, mutual consent of the parties or otherwise, this agreement shall be a covenant running with the above described land.

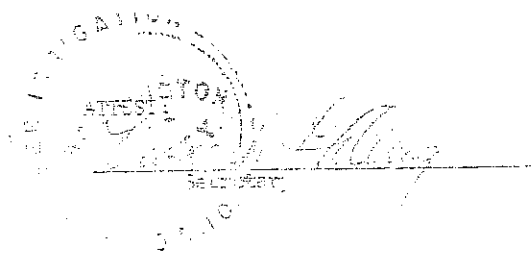
IN WITNESS WHEREOF the party of the first part, by resolution of its Board of Directors, has caused this instrument to be executed and its corporate seal to be hereunto affixed, the day and year first above written; and the party of the second part has hereunto set his hand and seal the day and year first above written.

WELCH/ IRRIGATION DISTRICT

E. J. Talbot
Chairman

PARTY OF THE FIRST PART

John J. Talbot
PARTY OF THE SECOND PART



On this 1st day of September, 1975, before me the undersigned,
a Notary Public in and for said State, personally appeared ERWIN FALGOUTEN,
known to me to be personally known to be the Chairman and Secretary,
respectively, of the WEISER IRRIGATION DISTRICT, the corporation executing the
within instrument, and acknowledged to me that said corporation executed the

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. Francis McDaniel
Notary Public for Idaho
Residing at Weiser, Idaho

NOTARY PUBLIC

54

County of Washington

On this 1st day of September, 1975, before me the undersigned,
a Notary Public in and for said State, personally appeared HENRY GREEN, known
to me to be the person whose name is subscribed to the within instrument, and
acknowledged to me that he 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.

William P. Lavel
Notary Public for Idaho
Residing at Weiser, Idaho

WATER CARRYING AGREEMENT
WEISER IRRIGATION DISTRICT

AND

HENRY GREEN

Dated: September 2, 1975

106400

COUNTY OF WASHINGTON IS

at the request of

Washington County Title Co.

at 10:00 o'clock A. M.

9th day of March 1976

9 of Misc. pg. 608

Washington County Recorder. Fee 4.00

William P. Lavel Deputy

Page 4 - Water Carrying Agreement

Washington County Title Co.
Weiser, Id.

INDEXED

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT
OF THE STATE OF IDAHO,

IN AND FOR THE COUNTY OF WASHINGTON

COPY

VAUGHN W. KELLEY, an individual;)
HENRY P. GREEN and ANN C. GREEN,) Case No. CV-98-00496
husband and wife; SMITH LAND &)
LIVESTOCK CO., an Idaho)
corporation; LON BAKER and JACK)
BAKER, dba BAKER BROTHERS, an)
Idaho general partnership; and)
INSTITUTE CANAL COMPANY, an)
Idaho corporation,)
Plaintiffs,)
vs.)
WEISER IRRIGATION DISTRICT,)
Defendant.)

DEPOSITION OF JONATHAN P. EDWARDS
TAKEN ON BEHALF OF THE PLAINTIFFS
AT WEISER, IDAHO

THURSDAY, MARCH 18, 1999

REPORTED BY:

ANGELA M. CODER, CSR NO. 635
Notary Public



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■ SPOKANE, WA
509-455-4515

1 besides the minutes, regular minutes and whatnot,
2 is work on various projects, including Lost
3 Valley Reservoir, putting all of this
4 information -- when we first started out here,
5 the taxing records were on a paper form. We then
6 placed all this on a computerized system. And at
7 the same time, then, started to do a reevaluation
8 of the district. The last time the district had
9 any assessment changes were around 1940, it
10 appears.

11 So, what was one of my first jobs was
12 the district bought a whole lot of -- or recent
13 set of aerial photographs of this area. And so,
14 we started mapping the district in, and then
15 identifying all the grounds that had been served
16 with Weiser Irrigation water.

17 Q And this evaluation, when did that
18 start?

19 A Spring of '92.

20 Q And so if I understand your testimony,
21 between about 1940 and 1992, there hadn't been
22 any evaluations done during that period of time?

23 A That's correct. What it appears, at
24 least what I could tell, is there were splits of
25 property that, you know, there would be separate

1 tax notices sent out. But basically, from what I
2 could tell, was that there had not been any
3 additional acreage changes.

4 I think there were just two minor
5 changes, I'm aware of, were Dan Smith and Henry
6 Green. Their properties were visited in the
7 '70s, and -- about their water situation, and
8 their acreage was added on at that time. But
9 since then there have been no other changes, just
10 bookkeeping.

11 Q How did you come about becoming the
12 district secretary?

13 A We were asked by the district board and
14 interested farmers. I have a background and I
15 have a college degree in geology and soils and
16 hydrology and all this sort of stuff.

17 We had an office. We were, at the
18 time, doing the computer -- we had worked with
19 the Weiser labor pool. That's the hiring and the
20 firing of the Mexican field labor, and we did all
21 of their payroll and W-2s, and so we -- you know,
22 we were a part of the agricultural community at
23 that time.

24 And we were just approached to take
25 over the district. And we talked around with

1 some various people, particularly like Ira
2 Burton. He thought it had been a wonderful idea
3 that we take it over, so we did.

4 Q And is one of your functions as
5 secretary, do you actually do the assessments for
6 the land within the district, or is that done by
7 the board?

8 A What we have done is, in the past there
9 were several different assessments by area. And
10 when we took it over, it was decided by the board
11 at that time to assess every acre as having the
12 same beneficial use. And what my purpose was,
13 was to identify the number of irrigated acres on
14 these different farms.

15 Q Is that -- I'm sorry. Go ahead.

16 A So, basically, it was identifying, yes,
17 this field maybe back in 1930 or 1940 it was
18 being irrigated, say, 40 acres. And now the
19 field, the farmer has gone in and leveled it, or
20 maybe he's put sprinklers on it, and now the
21 field is 47 acres.

22 My purpose was to identify the total
23 ground which was being -- received benefit of the
24 Weiser Irrigation water, and then we amended
25 their tax notices to that effect.

1 Q All right. And just for clarification
2 purposes, and I notice we're going to talk about
3 this later, when I'm talking about assessments,
4 I'm talking about members within the district
5 versus our clients who are outside of the
6 district?

7 A Right.

8 Q But I have noticed in some of the
9 documentation, as far as my clients, what I
10 generally call the contract holders, even though
11 they're not all contract holders, in some of the
12 correspondence, there is discussion about
13 assessing their lands.

14 A Right.

15 Q Can you tell me just in a general
16 sense, when you're talking about people outside
17 of the district, are you actually assessing their
18 lands?

19 A I think the term -- well, the way I use
20 it is that land which was receiving water from
21 the irrigation district, there's a duty to pay a
22 certain amount of money. And I use the term
23 "assessment" for that.

24 Q All right. So land receiving water has
25 a duty to pay for the delivery of that water or

1 for the use of that water; what's the determining
2 factor there?

3 A It was just my term that I used that
4 mainly just do the delivery, whose ever water or
5 district water. There's water which is going to
6 this place that is being transported down the
7 Galloway Canal, and it was my -- it's my own
8 terminology, that assessment is the dollar amount
9 that would, you know, was that proportional share
10 of the district's budget to deliver that water.

11 Q And in a minute here I'm going to talk
12 about some of those particulars about how you
13 came up with that calculation. But before we get
14 there, what I want to know is, when you were
15 doing this evaluation, how many acres did you
16 come up with, and let's talk about in the
17 district and outside the district, that were
18 receiving beneficial use of the water?

19 MR. WALKER: Are you speaking there
20 just within the district boundaries or receiving
21 water as a benefit from the canal?

22 MR. TALBOY: What I want to know is,
23 let's just divide that up between the district
24 members and nondistrict members, and then we can
25 talk about the canal in a minute.

1 THE WITNESS: Okay. These are the
2 figures that I came up with were, for the record,
3 what, 9,648.58 acres, which were assessed. That
4 lot, that property, lay within the Weiser
5 Irrigation District.

6 BY MR. TALBOY:

7 Q Boundaries?

8 A Yes. We had 2,170.43 under contract.
9 And then we had close to 942 acres which were
10 unexplained.

11 Q Did you ever explain those?

12 A Yes. Some of this ground is under the
13 previous lawsuit that we had with Saito and all
14 of those various bunches of little pieces of
15 property that intermingled back and forth.

16 Q Of that 942 acres, did you ever do any
17 calculations as to whether of that 942 acres how
18 many of those acres were within the district
19 versus outside of the district?

20 A No, I did not.

21 Q And when did you prepare this, Jay?

22 A In '96.

23 MR. WALKER: Let me just help you out a
24 little bit. You did them on an individual basis
25 that gave rise to the total?

1 THE WITNESS: Correct.

2 MR. WALKER: In other words, the total
3 942. So if you went down to each land owner,
4 eventually we could chase it down.

5 THE WITNESS: Right, we could do that.

6 MR. TALBOY: And I understand that;
7 okay. That's great.

8 BY MR. TALBOY:

9 Q So you have a total acres furnished
10 water by the Weiser Irrigation District of
11 12,761.01?

12 A That's my best guess.

13 Q All right. And this was prepared in
14 1996, did you say?

15 A That's correct.

16 MR. TALBOY: Why don't we go ahead, and
17 we will mark this one, or identify this one, as
18 Exhibit A. Can we go off the record for just a
19 second.

20 (A discussion was held off the record.)

21 BY MR. TALBOY:

22 Q Just kind of by way of background
23 information, in 1992 you started this
24 evaluation. And then you have shown me what
25 we're going to identify as Deposition Exhibit

1 things here before we get too kind of lost in
2 this whole thing.

3 I'm going to hand you this document
4 there, which you have previously identified as
5 the notes from your evaluation; is that correct?

6 A That's correct.

7 MR. TALBOY: Why don't we go ahead and
8 mark that as D2. This one will be D1.

9 MR. WALKER: I thought you marked that
10 as --

11 MR. TALBOY: I'm going backwards. I
12 apologize. I haven't gotten there yet.

13 (Whereupon, Exhibit No. D1 was marked
14 for identification.)

15 BY MR. TALBOY:

16 Q Now, I'm going to hand you that
17 document. Could you identify that for the
18 record, please.

19 A This is a summary of contract water
20 holders, with the contract water holders, what
21 water they do own.

22 MR. TALBOY: Why don't we go ahead and
23 mark that as D2.

24 (Whereupon, Exhibit No. D2 was marked
25 for identification.)

1 MR. TALBOY: Randall, do you want to
2 take look at that?

3 MR. FREDRICKS: Yeah, so I can identify
4 it, at least.

5 THE WITNESS: There was field
6 investigation for two places in those contracts,
7 I should tell you about, if you need to know.
8 BY MR. TALBOY:

9 Q All right. Why don't you explain that
10 for me. What are you talking about, field what?

11 A Field investigations.

12 Q Uh-huh. And tell me what that is.

13 A That is a field trip by myself and A.G.
14 Salfen. We went -- the first area was the
15 Institute Canal to investigate where the water
16 went to. The districts kind of merge in and out
17 with each other along the points. So we wanted
18 to be fairly certain where the distribution of
19 the water went to.

20 At that time is when we discovered
21 there was another hundred-some acres outside the
22 Institute Canal, which is receiving water from
23 the Weiser Irrigation District through the
24 Institute Canal distribution system, which is
25 more particularly the Cheney place and Wayne

1 is there anything out there you can point to?
2 I'm not trying to trick you. I just want to
3 know.

4 A It's the fair thing to do. And I think
5 that's the guiding principle behind it is,
6 everybody benefits in the use of the water,
7 everybody should pay a fair share.

8 Q Okay. And I guess what I'm getting at
9 is, I mean I can understand that philosophy if
10 we're all members of the district.

11 A Correct.

12 Q And that's why we form districts, and
13 that's why we share the costs so that the person
14 at mile whatever pays the same as mile whatever
15 later down the canal.

16 A Right.

17 Q And I understand that. But what I'm
18 trying to focus on here is, what basis -- if you
19 don't know, if there's nothing out there, that's
20 fine. But what I want to know is, I mean, these
21 people, my clients, are not district members; we
22 agreed to that?

23 A Correct.

24 Q And because they're not district
25 members, that same principle as it applies to

1 district members does not apply to my clients; is
2 that a yes?

3 A Yes.

4 Q Just simply because they're not members
5 of the district?

6 A Yeah, right. They have no voting
7 power, basically it would be. And they have the
8 same privileges as everybody in the district,
9 except they have no vote.

10 Q Right. And so what happens is
11 districts are empowered by contract or empowered
12 but statute to enter into contracts with these
13 people who are outside of the district?

14 A Correct.

15 Q And that controls the rights and
16 obligations between the parties?

17 A Right, right. From our prior lawsuit
18 with the Saitos, and the Judge pretty much said
19 that we're not required to deliver water outside
20 the district; okay? That was one of the premises
21 we're working on.

22 Okay. Now, all this stuff had been
23 ignored for years. Nobody really knew -- you
24 know, all the people kept saying, well -- as an
25 example, I will say the Smiths. They said, well,

1 minute.

2 A Sure.

3 Q We will kind of go through the same
4 kind of questions. Do you know whether the
5 Greens, do they have any other rights? I mean,
6 and let's explain that. I mean, do they have any
7 wells or any other river rights or anything other
8 than the water that's coming down the Galloway
9 ditch that you know of?

10 A No, I don't think so.

11 Q You don't think that they do?

12 A Well, I don't think they have any other
13 rights, is all I'm trying to say here.

14 Q Is that one that you actually went out
15 and looked at or not?

16 A Yes. We looked at that several
17 different times.

18 Q And do you know what the total acreage
19 is that they are irrigating?

20 A Yes. 267.

21 MR. WALKER: Now, who is this?

22 THE WITNESS: For Henry Green. That
23 figure might be 25 acres high, because the table
24 I'm using is -- I think he has sold 25 acres to
25 Greg Syme, I believe, so I'm probably 25 acres

1 high with that figure I just told you.

2 MR. FREDRICKS: Let me clarify
3 something on this. There was 78 acres that was
4 not under the contract, which, I think, is
5 included in that figure; right?

6 THE WITNESS: Right, yeah. There's 189
7 acres underneath the Shoesmith contract. In 1974
8 the district met out there, and Henry Green has a
9 separate contract for 78 acres which he pays full
10 assessment for.

11 BY MR. TALBOY:

12 Q And he did that in 1974?

13 A Correct. And I believe out of that 78
14 acres, he has sold 25 of that to Greg Syme.

15 Q So if we run our math here --

16 A I made a mistake here. I believe that
17 the Shoesmith people had a total of 25 inches of
18 adjudicated water in Muir, versus Allison,
19 M-U-I-R, versus Allison decree. So they do have,
20 in combination with Smith, a small amount of
21 water.

22 Q So, like I said, I was trying to do
23 some math here. And if we assume for a minute
24 that this 25 acres is gone, and we take out the
25 78 acres, which he is paying a full assessment

Size of Weiser Irr. Dist.

10-1901 Utility Survey 9593.16 West of Missouri Creek
of which 8991.06 irrigated.

1940 water right for 10,890.9 including lands outside
District - mainly contract land East.

1945 - 8937.51 Assets with Benefits
400 ^{Acres?} Ac City

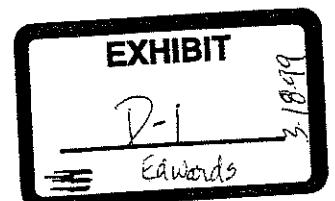
9337.51 receiving water.

1989 9648.58 Acres within
Boundaries of Weiser Irrigation
District.

My Best - Est.
5/96 9648.58 Assessed
2170.43 Contract
942. unexplained

12761.01

Furnished water
by Weiser



NAME	Contract	Contract Acres	Current Acres	Crop Creek Stands	Other H ₂ O transported
Lon & Jack KER BROTHERS	59/67 55/47	None	173 <u>88.6 Ac</u> Not Canal.	315 AF	None No more vs P/lin their water
* Dale BALDERSTON	1941 YPS	75 AC	55.75	100 AF	70 min. P/lin # 18475
Correia	19/218 Dance	84	84	100 Some 900's down in woods	65 min. P/lin by Decree.
* Dickenson Cheryl	No		3	6	Not recorded to
/ Ron Bean (Booth)	Decree	72	72	100	Not recorded 72 min. P/lin
Henry Greer	1932	160	189	420	25 inches 185 inches Decree
Ann C.	1934	78	<u>78</u>	AF	
* High Desert	1949	100	100	166 AF	None
* Milton Kerner Lola	1941 Bioshears	<u>144.04</u>	~~144.04~~ 90.7	200 AF	100 min. P/lin # 18425
* Milton Kerner Lola	alloway No Contract		~~218.7~~ 183.2 204.4	125	23-10 P/lin Decree min. P/lin
* Vaughn Kelley	1-15-41	50	55	100.	50 min. P/lin # 18425
* Dan Smith # ~~VAUGHN~~ Verla M Smith	1932 1974 added	80 40	118	245	transport their water only

Smith land,
(Livestock)

1932

80Ac.

171

641

transport 2nd
their water
only.

Billie
Youngblood
(Benson)

Booth
Deer.

75

75

625-
Bummett
piece.

Deer Deer.

John Youngblood

0

10

75

in District

RL Syster
(Kenneth)
Youngblood

Deer
Booth.

25

25

0

—

Institute
Canal
Co.

~~1944~~
19-54

~~800~~
\$150⁰⁰
800Ac

940.8

4000
AF
Primary
200 2ndary

—

Bryce
Julie Karna

1941
Breastless

4.7

4.7

7
7

Deer
Creek
H₂O

EXHIBIT

D-2

Edwards

3-10-99

92/261

Canal = 25 miles long.
Smith & Green 3 miles

Smith & Green $\frac{3}{25}$ of Canal length
Contract: Maintenance & operation
of 3 mile ($\frac{3}{25}$) to be shared
WED $\frac{24}{25}$ and Smith &
Green $\frac{1}{25}$.

4,000/mile¹²
12,000

Total Director salary - Ditch
tender salary + mileage - Secretary
Salary:

Divide by $\frac{3}{25}$ for proportionate
share (Smith & Green $\frac{3}{25}$ miles)

Divide that by $\frac{1}{25}$ for
the ~~share~~ assessment to be
paid by Smith & Green

Green $\frac{1}{2}$
Smith $\frac{1}{4}$
Smith $\frac{1}{4}$

EXHIBIT

D-7

Edwards

3-18-99

M & M COURT REPORTING SERVICE, INC.
421 WEST FRANKLIN STREET
POST OFFICE BOX 2636
BOISE, IDAHO 83701-2636
208-345-9611

KELLEY, ET AL V.

Plaintiff(s),

Case No. CV-98-00496 (Washington)
M & M FILE NO: ANB0248

WEISER IRRIGATION DISTRICT

Defendant(s).

PLEASE TAKE NOTICE THAT PURSUANT TO:

IDAHO RULE 30(f)(3) NOTICE OF PREPARATION OF TRANSCRIPT
AND FILING NOTICE OF MAILING IS GIVEN

THE FOLLOWING TRANSCRIPTS WERE COMPLETED, DELIVERED AND/OR MAILED:

JONATHAN P. EDWARDS
03/23/99

THE ORIGINAL DEPOSITION IS IN THE POSSESSION OF:

Ellsworth, Kallas & Talboy
Robert W. Talboy
2402 West Jefferson
Boise, Idaho 83702

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Washington County Clerk