

**IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS**

In Re SRBA	)	A. Subcase No. 67-8; 67-9; 67-10; 67-11;
	)	67-12; 67-13B; 67-14; 67-15; 67-16; 67-17;
Case No. 39576	)	67-18; 67-19; 67-20; 67-21; 67-22; 67-2168B
	)	67-2169G; 67-14621
	)	
	)	STANDARD FORM 1
	)	OBJECTION
_____	)	

Please fill in the following information:

B. NAME AND ADDRESS OF PERSON OBJECTING:

Name: Edward L. Pollard, Sr.
Address: 2117 Weiser River Rd.
Weiser, ID 83672

Daytime Phone: (208) 549-2944

Name and Address of Attorney, if any:

Attorney Name: Shelley M. Davis
Attorney Address: Barker Rosholt & Simpson LLP
1010 W. Jefferson, Suite 102
P.O. Box 2139
Boise, Idaho 83701-2139
Attorney Phone: (208) 336-0700

C. **CLAIMANT OF WATER RIGHT AS LISTED IN DIRECTOR'S REPORT:**

Name: Weiser Irrigation District
Address: c/o Jay Edwards
P.O. Box 591
Weiser, ID 83672

D. I object to the following elements as recommended in the Director's Report. (Please check the appropriate boxes):

1. ☐ **Name and Address**
Should be:
2. ☐ **Source**
Should be:
3. ☐ **Quantity**
Should be:
4. ☐ **Priority Date**
Should be:
5. ☐ **Point(s) of Diversion**
Should be:
6. ☐ **Instream Flow Beginning and Ending Point**
Should be:
7. ☐ **Purpose(s) of Use**
Should be:
8. ☐ **Period of Year**
Should be:
9. ☒ **Place of Use**
Should be: Without overlap of Objector's place of use.

10. ☐ I object because:

☐ This water right should not exist

☐ This water right was not recommended, but should be recommended with the elements described above.

E. REASONS SUPPORTING OBJECTION(S):

See attached Water Carrying Agreement.

F. VERIFICATION

State of IDAHO)
) ss.
County of Ada)

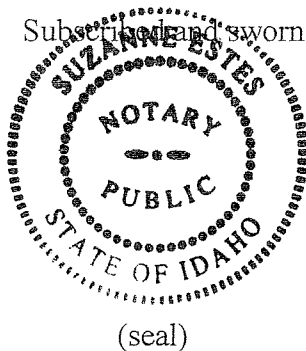
Shelley M. Davis, duly sworn, upon oath, deposes and says:

That I am the party/claimant filing this objection, as defined by I.C. §§ 42-1401A(1) and (6), or that I am the attorney for the party/claimant objecting, and that I have read this objection, know its contents and believe that the statements are true to the best of my knowledge.

(Signature of person filing objection)

(Attorney signing in representative capacity)
Shelley M. Davis
BARKER, ROSHOLT & SIMPSON LLP.

Subscribed and sworn to before me on: August 20, 2007



(seal)

Suzanne Estes
Notary Public for: Idaho
Residing at: Boise, Id
My Commission Expires: June 1, 2012

INSTRUCTIONS FOR MAILING

You must mail the objection to the Clerk of the Court. **Fax filings will not be accepted.**
You must also send a copy to all the parties listed below in the Certificate of Mailing.

CERTIFICATE OF MAILING

I certify that on August 21, 2007, I mailed the original and copies of this objection, including all attachments, to the following persons:

1. Original to:

Clerk of the District Court
Snake River Basin Adjudication
P.O. Box 2707
Twin Falls, ID 83303-2707

2. One copy to the claimant of the water right at the following address:

Name: Weiser Irrigation District
Address: c/o Jay Edwards
P.O. Box 591
Weiser, ID 83672

3. Copies to:

IDWR Document Depository
P.O. Box 83720
Boise, ID 83720-0098

Chief, Natural Resources Division
Office of the Attorney General
State of Idaho
P.O. Box 44449
Boise, ID 83711-4449

United States Department of Justice
Environment & Natural Resources Division
550 West Fort Street, MSC 033
Boise, ID 83724


Shelley M. Davis

WATER CARRYING AGREEMENT

THIS AGREEMENT, Made and entered into this 2nd day of September, 1975, at Weiser, Idaho, by and between:

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,

and

HENRY GREEN, of the County of Washington, State of Idaho, 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;

AND WHEREAS: The party of the second part is the owner of Four (4) acres of land with some feet of storage water in Crane Creek Reservoir, which can be used for the irrigation of the lands belonging to the party of the second part;

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

...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.

The event of breach, default, mutual consent of the parties or nonuser, this agreement shall be a covenant running with the above-described land.

IV.

The Lands intended to be conveyed, 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:

Seventy-eight (78) acres situated within and being a portion of the $SW\frac{1}{4}$ and $SW\frac{1}{4}$ 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 nonuser, this agreement shall be a covenant running with the above-described land.

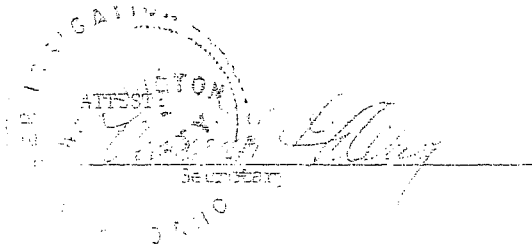
IN WITNESS WHEREOF the party of the first part, by resolution of its Board of Directors, has caused this instrument to be executed and its corporate seal to be hereunto affixed, the day and year first above written; and the party of the second part has hereunto set his hand and seal the day and year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

WITNESSES IRRIGATION DISTRICT

By E. J. Tolson
Chairman

PARTY OF THE FIRST PART

John J. Tolson
PARTY OF THE SECOND PART



On this 10th day of September, 1975, before me the undersigned,
Notary Public in and for said State, personally appeared EDWIN FALCONER
and HENRY GREEN, who 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
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. Francis McDaniel
Notary Public for Idaho
Residing at Weiser, Idaho

STATE OF IDAHO

SS

County of Washington

On this 10 day of Sept, 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.

Michael A. Lovel
Notary Public for Idaho
Residing at Weiser, Idaho

WATER CARRYING AGREEMENT

WEISER IRRIGATION DISTRICT

AND

HENRY GREEN

Dated: September 2, 1975

BOOK 106400

AND COUNTY OF WASHINGTON IS

FILED AT THE REQUEST OF

Washington County Title Co.

At the hour of 10:00 o'clock A. M.

on the 9th day of March, 1976

at 9 of Misc. PG. 608

W. K. KAUTZ, Recorder, Fee \$4.00

David M. Clark Deputy

Washington County Title Co.
Weiser, Id.

MICROFILM
SYSTEMS

INDEXED