

RECEIVED

FEB 21 2008

DEPARTMENT OF  
WATER RESOURCES

Michael C. Creamer [ISB No. 4030]  
Michael P. Lawrence [ISB No. 7288]  
GIVENS PURSLEY LLP  
601 West Bannock Street  
P.O. Box 2720  
Boise, Idaho 83701-2720  
Office: (208) 388-1200  
Fax: (208) 388-1300  
www.givenspursley.com

*Attorneys for Janicek Properties, LLC*

**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

Case No. 39576

Subcase: 63-27475

**AFFIDAVIT OF  
MICHAEL P. LAWRENCE**

STATE OF IDAHO     )  
                              ) ss.  
County of Ada        )

I, MICHAEL P. LAWRENCE, having been duly sworn, do hereby depose and say as follows:

1. I am an attorney at the law firm Givens Pursley LLP. This law firm represents Janicek Properties, LLC ("Janicek"), in the above-captioned matter. I have personal knowledge of the matters set forth herein and, if needed, I could testify competently as to such matters.

2. Attached hereto as Exhibit A is a true and correct copy of the abstract of patent for the SE 1/2 of the NE 1/4 of Section 15, T3N, R1W, B.M., Ada County, Idaho, which is the property owned by Janicek Properties, LLC, on which water right 63-27475 is used for irrigation.

3. Attached hereto as Exhibit B is a true and correct copy of a quitclaim deed from the U.S. Bureau of Reclamation ("BOR") to Nampa & Meridian Irrigation District ("NMID"), as provided by BOR in response to Janicek's discovery requests.

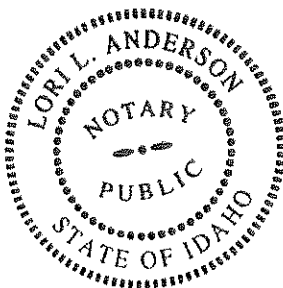
4. Attached hereto as Exhibit C is a true and correct copy of a contract made between BOR and NMID dated June 1, 1915 ("1915 Contract"), as provided by NMID in response to Janicek's discovery requests, showing, on page 1 of the Estimate of Cost for the Nampa-Meridian Drainage System, that Purdam Gulch was a "natural drainage course" that BOR "straightened and deepened."

5. Attached hereto as Exhibit D is a true and correct copy of an excerpt from the 2006 Water District 63 Watermaster's Report obtained from the Water District 63 Watermaster, showing that all water rights on the Boise River between the Notus Bridge and Snake River are satisfied with return flows.

DATED this 19<sup>th</sup> day of February, 2008.

  
Michael P. Lawrence

SUBSCRIBED AND SWORN to before me on this the 19<sup>th</sup> day of February, 2008.



  
NOTARY PUBLIC FOR Idaho  
Residing at: Boise Idaho  
My commission expires: Aug 23, 2013

United States PatentTo -  
John F. StantonInstrument Numbered 377The United States of AmericaTimber-culture certificate No. 42Application 866To all to whom these presents shall come, Greeting

Whereas There has been deposited in the General Land Office of the United States a certificate of the Register of the Land Office at Boise, <sup>city</sup> Idaho - whereby it appears that, pursuant to the Acts of Congress approved March 3-1873, March 13, 1874, and June 14, 1878 "to Encourage the growth of timber on the Western Prairies" the claim of John F. Stanton has been established and duly consummated, in conformity to law, for the South Half of the North East quarter, the North West quarter of the North East quarter and the North East quarter of the North West quarter of section fifteen in Township three North of Range one West of Boise Meridian in Idaho - containing one hundred and sixty acres according to the official plat of the survey of the said land, returned to the General Land Office by the Surveyor General:

Now know ye, That there is, therefore, granted by the United States unto the said John F. Stanton the tract of land above described: To have and to hold the said tract of land, with the appurtenances thereof unto the said John F. Stanton and to his heirs and assigns forever; subject to any vested and accrued water rights for mining, agricultural manufacturing, or other purposes, and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws, and decisions of courts, and also subject to the right of the proprietor of a vein or lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted - as provided by law

EXHIBIT

A

In testimony whereof, J. Grover Cleveland, President of the United States of America, have caused these letters to be made Patent, and the seal of the General Land Office to be hereunto affixed.

Given under my hand, at the City of Washington, the eighth day of May, in the year of our Lord one thousand eight hundred and ninety six, and of the Independence of the United States the one hundred and twentieth -

By the President: Grover Cleveland

By M. McKean Secretary

L. L. Lamar Recorder of the General Land Office

Recorded, Vol. 36- Page 96

Recorded at the request of McCreaw + Atbs at 3<sup>25</sup> O'clock  
A.M. April 21<sup>st</sup> 1903 - Ex 12

J. P. Reddy Recorder  
By H. C. West Deputy

# Nampa & Meridian Irrigation District

1503 FIRST STREET SOUTH

NAMPA, IDAHO 83651-4395

FAX # 208-463-0092

18 July 2001

Jerrold D. Gregg, Area Manager  
Snake River Area Office  
Bureau of Reclamation  
214 Broadway Avenue  
Boise, ID 83702-7298

Phones: Area Code 208

OFFICE: Nampa 466-7861

SHOP: Nampa 466-0663

RE: Quitclaim Deed from United States of America acting by and through the Bureau of Reclamation, the Department of the Interior to Nampa & Meridian Irrigation District in Recognition of Public Law 106-466, 114 Stat. 2024 - Conveyance of Facilities

Dear Jerry:

Enclosed you will find a certified true and correct copy of the above referenced quitclaim deed recorded at both Canyon and Ada Counties on Wednesday, 18 July 2001.

Throughout the title transfer process and the challenges it has created, I have come to appreciate an old saying.

Goals are like the stars; they are always there. Adversity is like the clouds; it is temporary and will move on. Keep your eyes on the stars.

I believe the stars we focused on led us to the accomplishment of Title Transfer.

Sincerely,

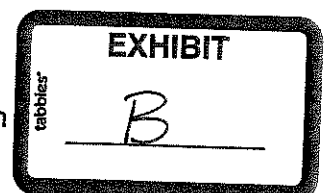


Daren R. Coon, Secretary/Treasurer and Secretary of the Board of Directors  
NAMPA & MERIDIAN IRRIGATION DISTRICT

DRC/smc

pc: File  
Henry Weick, President and Director  
Leonard Aschenbrenner, Vice-President and Director  
Ralph Wissel, Director  
John Anderson - Water Superintendent  
William Ringert - District's Attorney  
Daniel Steenson - District's Attorney  
Alan Jensen - Consultant  
Joseph Findaro - Legislative Consultant  
John W. Keys, III - Commissioner of the United States Bureau of Reclamation

enc. A certified true and correct copy of the Quitclaim Deed



APPROXIMATE IRRIGABLE ACRES

RIVER FLOW RIGHTS - 23,000

BOISE PROJECT RIGHTS - 40,000

ADA COUNTY RECORDER  
J. DAVID NAVARRO  
BOISE, IDAHO

2001 JUL 18 PM 4:22

RECORDED - REQUEST OF

*Nampa Meridian*  
FEE 60.00  
DEPUTY *M...*

101071951

REQUEST *Nampa & Meridian 1/1/19*  
TYPE *EC* FEE 60.00

CANYON CMT RECORDER  
G NOEL HALEES  
*[Signature]*

01 JUL 18 PM 3 34

RECORDED

200128526

Please return a certified copy  
of recorded document to:  
U.S. Bureau of Reclamation  
214 Broadway Avenue  
Boise, ID 83702-7298

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF RECLAMATION  
Boise Project, Idaho  
Arrowrock Division

QUITCLAIM DEED

WHEREAS, The Nampa and Meridian Conveyance Act of November 7, 2000 (Public Law 106-466, 114 Stat. 2024), hereinafter referred to as the Act, particularly "Section 2, Conveyance of Facilities," provides for the conveyance to the Nampa & Meridian Irrigation District of "all right, title, and interest of the United States in and to any portion of the canals, laterals, drains, and any other portion of the water distribution and drainage system that is operated or maintained by the District for delivery of water to and drainage of water from lands within the boundaries of the District"; and,

WHEREAS, Section 4 of the Act provides that "No water rights shall be transferred, modified, or otherwise affected by the conveyance of facilities and interests to the Nampa and Meridian Irrigation District" and that the "conveyance shall not affect or abrogate any provision of any contract executed by the United States or State law regarding any irrigation district's right to use water developed in the facilities conveyed"; and,

WHEREAS, The water distribution system (aka "Ridenbaugh Canal system") and the drainage system operated and maintained by Nampa & Meridian Irrigation District consists of canals, laterals, sub-laterals, ditches and drains that are listed alphabetically in Exhibit No. 1, attached hereto and by this reference made a part hereof, and are generally depicted on the map attached hereto as Exhibit No. 2 and by this reference made a part hereof (the parties acknowledge that, due to the large size and scope of Nampa & Meridian Irrigation District's water distribution and drainage systems, these Exhibits are not intended as conclusive representations of those systems, and that certain canals, laterals, sub-laterals, ditches and drains in those systems may not be identified in Exhibit Nos. 1 and 2); and,

18 July 2001

I, Daren R. Coon, the Secretary/Treasurer, for the Nampa & Meridian Irrigation District, have reviewed the foregoing documents and do hereby certify that the documents are a true and correct copy of the records maintained by the Nampa & Meridian Irrigation District.

*[Signature]*  
Daren R. Coon, Secretary/Treasurer  
Nampa & Meridian Irrigation District

WHEREAS, The boundaries of Nampa & Meridian Irrigation District are described in the Order for the Organization of the Nampa & Meridian Irrigation District entered by the Board of Ada County Commissioners on February 15, 1904, as subsequently amended by such annexations and exclusions as have been recorded in Ada and Canyon Counties, Idaho.

NOW THEREFORE, **THE UNITED STATES OF AMERICA**, hereinafter **GRANTOR**, acting by and through the Bureau of Reclamation, Department of the Interior, pursuant to the provisions of the Nampa and Meridian Conveyance Act of November 7, 2000 (Public Law 106-466, 114 Stat. 2024), particularly "Section 2, Conveyance of Facilities," and in consideration of mutual benefits, does hereby **REMISE, RELEASE, ASSIGN, AND FOREVER QUITCLAIM** to **NAMPA & MERIDIAN IRRIGATION DISTRICT**, an irrigation district duly organized under the laws of the State of Idaho, at 1503 First Street South, Nampa, Idaho 83651- 4395, hereinafter **GRANTEE**, all of its right, title, interest, and estate, without warranties, in and to the following described facilities and interests in real property, situated in the Counties of Ada and Canyon, State of Idaho, to wit:

all and singular its canals, laterals, sub-laterals, ditches, drains, and portions thereof, and all appurtenances and improvements including, without limitation, all dams, checks, headgates, pipelines, flumes, siphons, valves, spillways, weirs, access roads, service roads and other structures (collectively "facilities"), together with all its fee title, rights-of-way, easements, licenses, permits or other forms of authorization, which Grantor owns, holds or claims as part of the water distribution and drainage systems that are operated or maintained by Grantee, more particularly described as follows:

1. All portions of the Ridenbaugh Canal system that were constructed or installed by the United States as enlargements or extensions of the system pursuant to a contract made between the Grantee and the Grantor under date of April 1, 1909 (the "1909 Contract");
2. All drains and drain segments constructed by the United States for the Grantee pursuant to a contract made between the District and the United States under date of June 1, 1915 (the "1915 Contract");
3. All extensions or enlargements of laterals in the Ridenbaugh Canal system constructed or installed pursuant to contracts made subsequently to the 1909 Contract or drains and drain segments constructed for the District pursuant to contracts made subsequently to the 1915 Contract;
4. All interests in real property described in the Parcel, Right-of-Way, and Easement List, attached hereto as Exhibit No. 3 and by this reference made a part hereof (the parties acknowledge that Grantor identified the instruments listed in

Exhibit No. 3 after a search and review of Grantor's records, but that there may be additional instruments which were not identified through Grantor's records search);

5. All rights-of-way and easements reserved by the Act of August 30, 1890 (26 Stat. 391) and amendments thereof and supplemental thereto, and previously exercised by the United States for said facilities; and,

6. All fee title, rights-of-way and easements previously obtained or established by the United States by any other means for said facilities.

EXCEPTING THEREFROM: (1) any federal facilities, rights-of-way, and easements not a part of Grantee's water distribution and drainage systems; (2) those rights, if any, that were reserved in the original patents for real property within the District other than those particularly described in "5" or "6" immediately above; and (3) those rights necessary to meet Grantor's obligations under currently existing irrigation district contracts and water supply contracts with third parties and to comply with Section 4 of the Act.

SUBJECT TO: valid existing rights including, but not limited to, rights-of-way of record or in use for roads and highways, utilities, and railroads.

ALSO SUBJECT TO: permits, licenses, leases, rights-of-use, or rights-of-way of record which run with the land and are outstanding between the Grantor and third parties on, over, or across said real property interests or facilities. Benefits, payments, and responsibilities of Grantor arising after the date of this deed under such existing third party agreements shall inure to the benefit of and be binding upon Grantee to the extent such are not *ultra vires*, that is, beyond the scope of Grantee's legal authority.

This conveyance shall not affect any rights to the use of water developed in the facilities conveyed. Grantor shall have no right, title, interest or claim to Grantee's water rights apportioned by Grantee to any fee title lands conveyed hereunder.

If any further specific conveyances should be necessary or advisable hereafter, because of the discovery of additional currently existing facilities operated or maintained by the Grantee as part of Grantee's water distribution and drainage systems, located in Ada and Canyon Counties, Idaho, not described and conveyed herein, or to more specifically describe the premises, then Grantor and Grantee shall accomplish such conveyances or correction deeds on the same terms and conditions set forth hereinabove.

If this Deed shall fail in any respect to convey good and valid title to any of the facilities or interests in real property intended to be conveyed herein, the Grantee reserves and retains any and all rights and claims to said facilities and interests in real property it established independent of the execution of this Deed, including, but not limited to, any rights held or established by adverse possession, prescription or under Idaho Code §§ 42-1102 and 42-1204. This reservation

shall in no way support a claim of estoppel or waiver by the Grantor or any third party as to the validity, force and effect of this Deed and the transfer of the Grantor's right, title and interest described in this Deed to the Grantee.

Grantee accepts these facilities, premises and appurtenances "as is," and expressly waives, and releases Grantor from, all claims, demands, obligations and liabilities relating to or arising from Grantee's operation of the facilities, including without limitation, such claims, demands, obligations and liabilities under the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601 et seq. Grantee also agrees to reimburse, defend, and indemnify Grantor for all claims, demands, obligations and liabilities relating to or arising from Grantee's operation of the water distribution and drainage systems.

IN WITNESS WHEREOF, the GRANTOR, through its duly appointed officer, has executed this Deed the 13<sup>th</sup> day of July, 2001.

UNITED STATES OF AMERICA

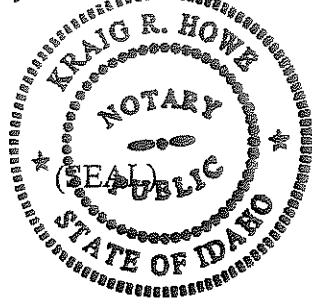
By Kenneth R. Pedde  
Acting Regional Director  
Bureau of Reclamation  
Pacific Northwest Region  
1150 North Curtis Road, Suite 100  
Boise, Idaho 83706-1234

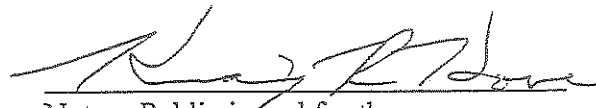
ACKNOWLEDGMENT OF THE UNITED STATES

STATE OF IDAHO )  
                                  : §  
County of Ada        )

On this 13<sup>th</sup> day of July, 2001, personally appeared before me Kenneth R. Pedde, known to me to be the official of the **UNITED STATES OF AMERICA**, that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of the United States, for the uses and purposes therein mentioned, and on oath stated that s/he was authorized to execute said instrument.

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

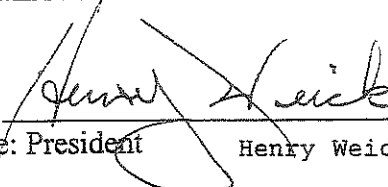


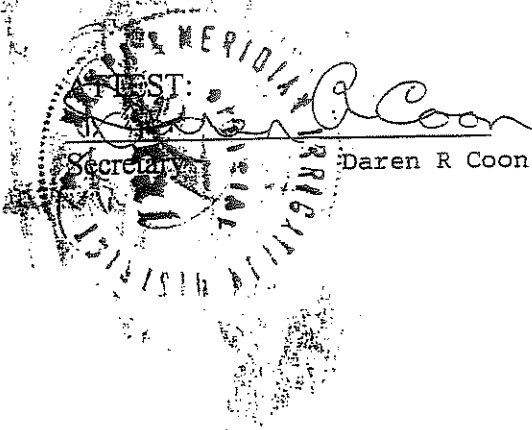
  
Notary Public in and for the  
State of Idaho  
Residing at: Boise  
My commission expires: 12/21/2001

ACCEPTANCE OF GRANTEE

The parties hereto intend for the above Quitclaim Deed to satisfy the terms of Public Law 106-466. The foregoing conveyance is hereby accepted by Grantee. Grantee further agrees, by this acceptance, to the sufficiency of the conveyance and to comply with the terms and covenants of the within and foregoing Quitclaim Deed. Grantee further agrees by this acceptance to assume and be bound by all the obligations, conditions, covenants, and agreements therein contained.

NAMPA & MERIDIAN IRRIGATION DISTRICT

By:   
Title: President                      Henry Weick



# ACKNOWLEDGMENT

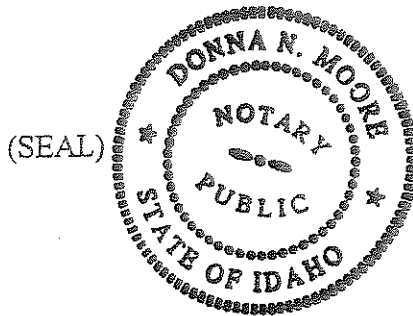
STATE OF IDAHO )

: §

County of Canyon )

On this 17<sup>th</sup> day of July, 2001, personally appeared before me  
Henry Weick and Karen R. Coon, know to me to be the officials of the NAMP &  
MERIDIAN IRRIGATION DISTRICT, organized and operating under the laws of the State of  
Idaho, that executed the within and foregoing instrument and acknowledged said instrument to be  
the free and voluntary act and deed of said District, for the uses and purposes therein mentioned,  
and on oath stated that s/he was authorized to execute said instrument.

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



Donna K. Moore  
Notary Public in and for the  
State of Idaho  
Residing at: Caldwell, Idaho  
My commission expires: 11/04/2006

**Canals, Laterals, Sub-Laterals, Ditches and Drains in  
Nampa & Meridian Irrigation District's Water Distribution and Drainage Systems**

This exhibit contains two alphabetical lists of canals, laterals, sub-laterals, ditches and drains (collectively "ditches") in Nampa & Meridian Irrigation District's water distribution and drainage systems.

The first list identifies the ditches according to the recorded surveys in which they are described. The survey recorded February 25, 1972, records of Ada County, Idaho, Instrument No. 797771, is referred to as Survey 1. Likewise, the survey recorded March 4, 1976, records of Ada County, Idaho, Instrument No. 7608075, is referred to as Survey 2, the survey recorded October 18, 1983, records of Canyon County, Idaho, Instrument No. 989070, is referred to as Survey 3 - East Half, and the survey recorded March 7, 1985, records of Canyon County, Idaho, Instrument No. 8505634, is referred to as Survey 3 - West Half.

Facilities identified in Survey 1 or in Survey 2 have the head end (begin) in Ada County, Idaho, and those identified in Survey 3 - East Half or in Survey 3 - West Half have the head end (begin) in Canyon County, Idaho.

The second list is a list of laterals, stubs and drains that were not identified either in Survey No. 1, No. 2, No. 3 - East Half, or No. 3 - West Half.

**SURVEY NO. 1 - RECORDED FEBRUARY 25, 1972  
INSTRUMENT NO. 797771, ADA COUNTY, IDAHO  
CANALS, LATERALS, AND DITCHES**

NAME

Ash Lateral  
Barker Lateral  
Brose Lateral  
Cloverdale Lateral  
Collis Lateral  
Cook Lateral  
Crawford Lateral  
Cruzen Lateral  
Eichelberger Lateral  
Eight Mile Creek  
Eight Mile Lateral  
Electric Light Switch  
Farmers Lateral  
Fitzpatrick Lateral  
Five Mile Creek  
Gruber Lateral  
Hunter Lateral  
Huntington Lateral  
Lindsey Lateral  
Milk Lateral  
Nine Mile Creek  
North Slough (renamed Eggers Lateral)  
Ridenbaugh Canal  
Rust Lateral  
Snyder Lateral  
South Slough (renamed Finch Lateral)  
South Slough Lateral (renamed Finch Lateral)  
Stokesberry Lateral  
Tuttle Lateral  
Wilson Lateral

**SURVEY NO. 1 - DRAINS**

NAME

Chaffin Drain

Eight Mile Drain

Evans Drain

Welch Drain

**SURVEY NO. 2 - RECORDED MARCH 4, 1976  
INSTRUMENT NO. 7608075, ADA COUNTY, IDAHO  
CANALS, LATERALS, AND DITCHES**

NAME

Andrews Lateral  
Creason Feeder  
Creason Lateral  
Dewey Lateral  
Duval Lateral  
Eight Mile Lateral  
Fieselmann Lateral  
Five Mile Creek  
Fogarty Lateral  
Huff Lateral  
Hunter Lateral  
Jones Lateral  
Kennedy Lateral  
Kennedy Waste Way  
Langdon Lateral  
Low Line Feeder  
Marvin Lateral  
Mason Creek  
Nampa Feeder  
Niday Lateral  
Nine Mile Creek  
Noble Lateral  
North Nampa Lateral  
Onweiler Lateral  
Powell Lateral  
Ridenbaugh Canal  
Ridenbaugh High Line Canal  
Ridge Lateral  
Rutledge Lateral  
Ryberg Lateral  
Safford Lateral  
Safford Waste Way  
Schott Lateral  
South Jones Lateral  
South Nampa Lateral (renamed Finch Lateral)  
South Slough (renamed Finch Lateral)

## SURVEY NO. 2 - DRAINS

### NAME

Adkins Drain  
Amity Drain  
Amity Drain Spur No. 1  
Amity Drain Spur No. 2  
Bastian Drain  
Belknap Drain  
Belknap Stub Drain  
Bray Drain  
Bray Stub Drain  
Burke Drain  
Cairns Drain  
Edger Drain (subsequently added and recorded as Instrument #8367342)  
Ellis Drain  
Ellis Stub Drain  
Evans Drain  
Five Mile Stub Drain  
Flack Drain  
Gail Drain  
Hardin Drain  
Hroza Drain  
Huskey Drain  
Jackson Drain  
Jackson Stub Drain  
Kasel Drain  
Kasel Stub Drain  
Kellogg Drain  
Marvin Drain (subsequently added and recorded as Instrument #8367725)  
McFadden Drain  
McFadden Drain Spur  
Murphy Drain  
Niday Drain  
North Gate Drain  
Odel Drain  
Perkins Drain  
Perkins Stub Drain  
Purdam Drain  
Purdam Stub Drain  
Purdam Stub #1 (subsequently added and recorded as Instrument #8367341)  
Rachel Drain (subsequently added and recorded as Instrument #8367341)

Rosenlof Drain  
Snyder Drain  
South Slough Stub  
Taylor Drain  
Ten Mile Stub Drain  
Tobias Drain  
Williams Drain

SURVEY NO. 3 - EAST HALF - RECORDED OCTOBER 18, 1983  
INSTRUMENT NO. 989070, CANYON COUNTY, IDAHO  
CANALS, LATERALS, AND DITCHES

NAME

Andrews Lateral  
Bray Lateral  
Burke Lateral  
Conley Lateral  
Dewey Lateral  
Dewey Waste Way  
Duval Lateral  
Egbert Lateral  
Fieselmann Lateral  
Fogarty Lateral  
Herron Lateral  
Hocktitler Lateral  
Huff Lateral  
Jones Lateral  
Kennedy Lateral  
Kurtz Lateral  
Kurtz Waste Way  
Langdon Lateral  
Mason Creek  
Melleck Lateral  
Nampa Feeder  
North Nampa Lateral  
Partridge Lateral  
Partridge Sub Lateral  
Powell Lateral  
Power Lateral  
Rand Lateral  
Ridenbaugh Canal  
Ridenbaugh Highline Canal (renamed Burke)  
Ridge Lateral  
Ryberg Lateral  
Safford Lateral  
Savage Lateral  
Schott Lateral  
South Nampa Lateral (renamed Finch Lateral)

### SURVEY NO. 3 - EAST HALF - DRAINS

#### NAME

Aaron Drain  
Amity Drain  
Belknap Drain  
Belknap Stub Drain  
Blickenstaff Drain  
Blickenstaff Stub Drain  
Boal's Drain  
Brandt Drain  
Buffington Drain  
Burrie Drain  
Deal Drain  
East Power Line Drain  
Elijah Drain  
Huskey Drain  
Lake Drain  
Mason Creek Drain  
Niday Drain  
North Dobson Drain  
Perkins Drain  
Perkins Stub Drain  
Rachel Drain  
Ramsey Drain  
Randolf Drain  
South Dobson Drain  
12th Avenue Drain  
Tiegs Drain  
West Bray Drain  
Williams Drain  
Wilson Stub #1

**SURVEY NO. 3 - WEST HALF - RECORDED MARCH 7, 1985  
INSTRUMENT NO. 8505634, CANYON COUNTY, IDAHO  
CANALS, LATERALS, AND DITCHES**

**NAME**

Aller Lateral  
Bray Lateral  
Deer Flat Nampa Edwards (renamed Edwards)  
Deer Flat Nampa / Edwards Waste Way  
Fox Lateral  
Gordon Lateral  
Herron Lateral  
Lone Star Lateral  
Noble Lateral (renamed Fisher Lateral)  
Peters Lateral  
Pleasants Lateral  
Rost Lateral  
Sherry Lateral  
Sherry Waste Way

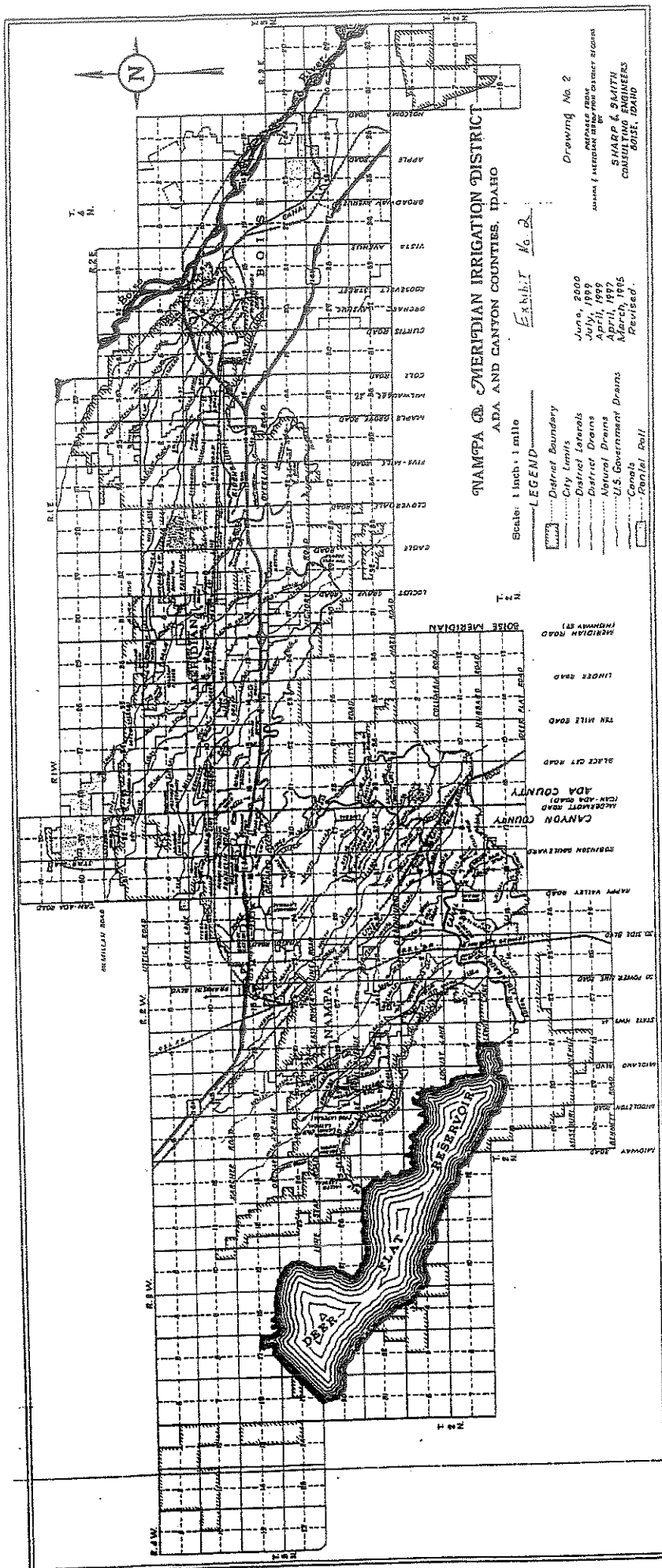
**SURVEY NO. 3 - WEST HALF - DRAINS**

**NAME**

Jonah Drain  
Joseph Drain  
Lake Drain

**LATERALS AND DRAINS NOT LISTED WITHIN SURVEY 1, 2, OR 3**

Belknap Spur Lateral  
Cairns Lateral  
Eagle Lateral  
Elgato Drain  
Herron Feeder  
Highline Lateral  
Lundstrum Drain  
Mason Drain  
Orr Drain  
Perkins Lateral  
Rawson Feeder  
Ridenbaugh Drain  
Rosen Drain  
Sargent Drain  
South Slough Drain  
Ulrich Drain  
Von Lateral  
Wilson Drain  
Young Lateral



**Parcels, Rights-of-Way, and Easements  
Recorded Instruments  
Ada County Instrument Number or Book & Page**

|                                  |               |                                  |               |
|----------------------------------|---------------|----------------------------------|---------------|
| Bk 118 Pg 446                    | Bk 118 Pg 284 | Bk 122 Pg 188                    | 61530         |
| Bk 125 Pg 241                    | Bk 121 Pg 119 | Bk 118 Pg 169                    | 61529         |
| Bk 118 Pg 298                    | Bk 119 Pg 307 | Bk 118 Pg 338                    | 64659         |
| Bk 7 Pg 331 (Book of Contracts)  | Bk 118 Pg 171 | Bk 121 Pg 539                    | Bk 87 Pg 60   |
| Bk 121 Pg 23                     | Bk 122 Pg 88  | Bk 121 Pg 537                    | Bk 125 Pg 102 |
| Bk 122 Pg 178                    | Bk 124 Pg 207 | Bk 82 Pg 90                      | Bk 122 Pg 190 |
| Bk 82 Pg 280                     | Bk 118 Pg 296 | Bk 88 Pg 207                     | Bk 122 Pg 181 |
| Bk 118 Pg 456                    | Bk 125 Pg 173 | Bk 52 Pg 135 (Book of Mortgages) | Bk 125 Pg 240 |
| Bk 86 Pg 179                     | Bk 121 Pg 348 | Bk 91 Pg 212                     | Bk 119 Pg 296 |
| Bk 126 Pg 140                    | Bk 120 Pg 192 | Bk 85 Pg 223                     | Bk 120 Pg 113 |
| 54860                            | Bk 120 Pg 219 | Bk 86 Pg 6                       | Bk 124 Pg 332 |
| Bk 118 Pg 358                    | Bk 125 Pg 238 | Bk 86 Pg 7                       | Bk 125 Pg 301 |
| Bk 120 Pg 304                    | Bk 120 Pg 49  | Bk 73 Pg 580                     | Bk 90 Pg 163  |
| Bk 120 Pg 245                    | Bk 124 Pg 205 | Bk 83 Pg 318                     |               |
| Bk 120 Pg 267                    | 7727480       | Bk 95 Pg 14                      |               |
| Bk 127 Pg 280                    | Bk 79 Pg 586  | Bk 106 Pg 216                    |               |
| Bk 122 Pg 122                    | Bk 79 Pg 582  | Bk 88 Pg 7                       |               |
| Bk 126 Pg 58                     | Bk 79 Pg 579  | Bk 88 Pg 8                       |               |
| Bk 124 Pg 97                     | Bk 79 Pg 583  | Bk 86 Pg 295                     |               |
| Bk 124 Pg 134                    | Bk 79 Pg 581  | Bk 88 Pg 9                       |               |
| Bk 124 Pg 95                     | 9259521       | Bk 86 Pg 310                     |               |
| Bk 125 Pg 98                     | Bk 126 Pg 66  | Bk 120 Pg 305                    |               |
| Bk 124 Pg 92                     | 9156146       | Bk 87 - 272 - 73                 |               |
| Bk 82 Pg 281                     | 9150547       | Bk 106 Pg 221                    |               |
| Bk 118 Pg 248                    | 29927         | Bk 88 Pg 16                      |               |
| Bk 124 Pg 132                    | Bk 120 Pg 320 | 63021                            |               |
| Bk 5 Pg 323 ( Book of Contracts) | Bk 120 Pg 319 | Bk 90 Pg 269                     |               |

## Canyon County Instrument Number or Book & Page

|               |        |
|---------------|--------|
| Bk 74 Pg 592  | 62862  |
| Bk 59 Pg 125  | 66079  |
| Bk 74 Pg 563  | 60931  |
| Bk 64 Pg 568  | 62302  |
| Bk 76 Pg 30   | 62300  |
| Bk 76 Pg 27   | 71395  |
| Bk 37 Pg 176  | 32148  |
| Bk 125 Pg 271 | 35266  |
| Bk 54 Pg 282  | 39435  |
| Bk 64 Pg 569  | 39148  |
| Bk 53 Pg 623  | 474630 |
| Bk 53 Pg 624  | 63022  |
| Bk 53 Pg 622  | 61528  |
| Bk 64 Pg 565  | 61532  |
| Bk 64 Pg 531  |        |
| Bk 64 Pg 583  |        |
| Bk 87 Pg 9    |        |
| Bk 74 Pg 457  |        |
| Bk 55 Pg 130  |        |
| Bk 91 Pg 449  |        |
| Bk 91 Pg 428  |        |
| Bk 91 Pg 429  |        |

| Unrecorded                         |                           |                |           |        |                                              |
|------------------------------------|---------------------------|----------------|-----------|--------|----------------------------------------------|
| Grantor/ Party                     | Instrument/ Contract Type | Grantee/ Party | Date      | County | Comment                                      |
| Floyd Cairns                       | Field Contract            | USA            | 11-Apr-17 |        | Five Mile Drain/ Confirms 1890 Canal Act ROW |
| Nan Lewis                          | Field Contract            | USA            | 15-Mar-17 |        | Five Mile Drain & Creason Lateral            |
| Swan Ringwood                      | Quitclaim Deed            | USA            | 1916      |        | Per Bureau of Reclamation 5-Jul-16 (date)    |
| Settlers Irrigation District       | Contract                  | USA            | 6-Apr-17  | Ada    | Five Mile Drain                              |
| Fannie Jones                       | Field Contract            | USA            | 5-Dec-16  |        | Nine Mile Drain/ Confirms 1890 Canal Act ROW |
| E.C. Pfaffle                       | Field Contract            | USA            | 5-Aug-16  |        | Ten Mile Drain/ Confirms 1890 Canal Act ROW  |
| Margaret Patterson                 | Field Contract            | USA            | 26-Jun-17 |        | Sky Pilot Drain/ Confirms 1890 Canal Act ROW |
| Robert Noble                       | Quitclaim Deed            | USA            | 10-Dec-19 | Canyon | Kennedy Lateral                              |
| Eugene Bedal                       | Field Contract            | USA            | 7-Aug-16  |        | Purdum Drain/ Confirms 1890 Canal Act ROW    |
| L.W. Corwin                        | Field Contract            | USA            | 27-Feb-17 |        | Ten Mile Drain/ Confirms 1890 Canal Act ROW  |
| John E. Waugh                      | Field Contract            | USA            | 5-Dec-16  |        | Purdum Drain/ Confirms 1890 Canal Act ROW    |
| Eugene McCoy                       | Quitclaim Deed            | USA            | 20-Sep-16 | Ada    | Per B of R 09/20/16 (date)                   |
| J.H. Newcomer                      | Field Contract            | USA            | 20-Dec-16 |        | Nine Mile Drain/ Confirms 1890 Canal Act ROW |
| Homer Tolleth                      | Warranty Deed             | USA            | 1916      | Ada    | Per B of R 01/01/16 (date)                   |
| Wm. J. Wray                        | Field Contract            | USA            | 8-Feb-17  |        | Nine Mile Drain/ Confirms 1890 Canal Act ROW |
| T. M. Hashberger                   | Field Contract            | USA            | 3-Jul-17  |        | Ten Mile Drain/ Confirms 1890 Canal Act ROW  |
| R. H. Horton                       | Field Contract            | USA            | 13-Dec-16 |        | Ten Mile Drain/ Confirms 1890 Canal Act ROW  |
| Ohio King                          | Field Contract            | USA            | 20-Dec-16 |        | Ten Mile Drain/ Confirms 1890 Canal Act ROW  |
| George Deck                        | Field Contract            | USA            | 24-Dec-09 | Ada    | Kennedy Lateral/ Confirms 1890 Canal Act ROW |
| S.W. Shook                         | Field Contract            | USA            | 21-Oct-09 | Ada    | Kennedy Lateral/ Confirms 1890 Canal Act ROW |
| Emaline Stalker                    | Field Contract            | USA            | 6-Dec-16  |        | Ten Mile Drain/ Confirms 1890 Canal Act ROW  |
| WM. L. Thurman                     | Field Contract            | USA            | 16-Jan-17 |        | Ten Mile Drain/ Confirms 1890 Canal Act ROW  |
| C. L. Lockwood                     | Field Contract            | USA            | 26-Jun-17 |        | Ten Mile Drain/ Confirms 1890 Canal Act ROW  |
| Chas H. Rea                        | Field Contract            | USA            | 25-Apr-17 |        | Ten Mile Drain/ Confirms 1890 Canal Act ROW  |
| Idaho Land Developers Inc          | Contract                  | USA            | 27-Apr-77 |        | Ten Mile Feeder Canal                        |
| Homer H. Grimm                     | Bargain & Sale Deed       | USA            | 5-Nov-10  | Ada    | Ash Lateral                                  |
| Frank Martin                       | Warranty Deed             | USA            | 6-Jun-11  | Ada    | Ash Lateral                                  |
| Frank Martin                       | Bargain & Sale Deed       | USA            | 5-Nov-10  | Ada    | Ash Lateral                                  |
| A. R. Estes                        | Field Contract            | USA            | 26-Jun-17 |        | Five Mile Drain/ Confirms 1890 Canal Act ROW |
| Elizabeth J. Griffith              | Field Contract            | USA            | 26-Jun-17 |        | Five Mile Drain/ Confirms 1890 Canal Act ROW |
| J. H. Marcum                       | Field Contract            | USA            | 26-Jun-17 |        | Five Mile Drain/ Confirms 1890 Canal Act ROW |
| E. C. Pfaffle                      | Field Contract            | USA            | 16-Jan-17 |        | Ten Mile Drain/ Confirms 1890 Canal Act ROW  |
| E. C. Pfaffle                      | Field Contract            | USA            | 5-Aug-16  |        | Confirms 1890 Canal Act ROW                  |
| Elmer E. Sims                      | Field Contract            | USA            | 16-Jan-17 |        | Ten Mile Drain/ Confirms 1890 Canal Act ROW  |
| Elmer E. Sims                      | Field Contract            | USA            | 16-Jul-17 |        | Ten Mile Drain/ Confirms 1890 Canal Act ROW  |
| Hans J. Roam                       | Field Contract            | USA            | 31-Jan-17 |        | Sky Pilot Drain/ Confirms 1890 Canal Act ROW |
| S. H. Sample                       | Field Contract            | USA            | 17-Jan-17 |        | Sky Pilot Drain/ Confirms 1890 Canal Act ROW |
| Frank A. Nourse                    | Easement Deed             | USA            | 1916      | Ada    | Five Mile Drain                              |
| George H. Vaughan                  | Contract                  | USA            | 25-Jan-16 | Ada    | Ten Mile Drain                               |
| William Sang                       | Warranty Deed             | USA            | 1910      | Canyon | Per B of R 01/01/1910 (date) Shot Lateral    |
| Harlan Van Hess                    | Contract                  | USA            | 13-Jan-71 | Ada    | Ten Mile Drain (120- 60/60)                  |
| S. C. Tefft                        | Quitclaim Deed            | USA            |           | Canyon | Joseph Drain (100- 50/50)                    |
| C. W. Kempthorne                   | Contract                  | USA            | 1-Oct-08  | Canyon | Deer Flat Nampa Canal                        |
| W. A. Hoobler                      | Contract                  | USA            | 30-Sep-08 |        | Deer Flat Nampa Canal                        |
| William O. Snively                 | Contract                  | USA            | 16-Nov-08 |        | Deer Flat Nampa Canal                        |
| Clifford Fire et al                | Warranty Deed             | USA            | 1911      | Ada    | Per B of R 1/1/11 (date) Ash Lateral         |
| Dean Perkins                       | Quitclaim Deed            | USA            | 24-Sep-10 | Ada    | Ash Lateral                                  |
| Earle F. Cranston et al            | Contract                  | USA            | 29-Sep-59 |        | Ash Lateral                                  |
| Andrew Rivett                      | Field Contract            | USA            | 27-Jul-16 |        | Aaron Drain/ Confirms 1890 Canal Act ROW     |
| Fred B. Anson                      | Field Contract            | USA            | 23-Jun-16 |        | Wilson Drain/ Confirms 1890 Canal Act ROW    |
| H. H. Day                          | Field Contract            | USA            | 23-Jun-16 |        | Wilson Drain/ Confirms 1890 Canal Act ROW    |
| John Pipher                        | Field Contract            | USA            | 26-Jul-16 |        | Wilson Drain/ Confirms 1890 Canal Act ROW    |
| E.C. Pfaffle                       | Contract                  | USA            | 20-Jan-17 |        | Confirms 1890 Canal Act ROW                  |
| E.C. Pfaffle                       | Contract                  | USA            | 8-Aug-16  |        | Confirms 1890 Canal Act ROW                  |
| Elmer E. Sims                      | Contract                  | USA            | 16-Jan-17 |        | Confirms 1890 Canal Act ROW                  |
| D.W. Cole                          | Contract                  | USA            | 16-Jul-17 |        | Confirms 1890 Canal Act ROW                  |
| D.W. Cole                          | Contract                  | USA            | 16-Jan-17 |        | Confirms 1890 Canal Act ROW                  |
| Harlan Van Hees                    | Contract                  | USA            | 13-Jan-71 |        | Confirms 1890 Canal Act ROW                  |
| Hans J Roam                        | Contract                  | USA            | 24-Feb-17 |        | Confirms 1890 Canal Act ROW                  |
| S. H. Sample                       | Contract                  | USA            | 20-Jan-17 |        | Confirms 1890 Canal Act ROW                  |
| William A. Powell                  | Contract                  | USA            | 16-Dec-17 | Ada    | Per B of R 12/16/17 (date)                   |
| Joseph A. Miller                   | Deed                      | USA            | 29-Mar-15 |        | Confirms 1890 Canal Act ROW                  |
| Robert Noble                       | Quitclaim Deed            | USA            | 8-Oct-15  |        | Confirms 1890 Canal Act ROW                  |
| H.F. Lamphere                      | Quitclaim Deed            | USA            | 1914      | Canyon | Confirms 1890 Canal Act ROW                  |
| F.A. Fox                           | Contract                  | USA            | 15-Sep-08 | Canyon | Confirms 1890 Canal Act ROW                  |
| TCI Cablevision of Treasure Valley | Contract                  | USA            | 2-Feb-96  |        | Confirms 1890 Canal Act ROW                  |
| MacGregor Triangle Company         | Contract                  | USA            | 24-Mar-61 |        | Confirms 1890 Canal Act ROW                  |
| L.L. Folsom                        | Warranty Deed             | USA            | 1910      | Ada    | Confirms 1890 Canal Act ROW                  |
| Thomas Wilton                      | Warranty Deed             | USA            | 1910      | Ada    | Confirms 1890 Canal Act ROW                  |
| Thomas J. Davis                    | Warranty Deed             | USA            | 6-Feb-12  | Ada    | Confirms 1890 Canal Act ROW                  |
| Crossing Of Mason Creek w/ Bridge  | Easement                  | USA            | 2-Mar-89  |        | Confirms 1890 Canal Act ROW                  |
| L. L. Folsom                       | Warranty Deed             | USA            | 1910      | Ada    | Confirms 1890 Canal Act ROW                  |
| John Gray                          | Warranty Deed             | USA            | 5-May-10  | Ada    | Confirms 1890 Canal Act ROW                  |
| E.C. Pfaffle                       | Contract                  | USA            | 3-Aug-16  |        | Confirms 1890 Canal Act ROW                  |
| John Waughn                        | Contract                  | USA            | 16-Dec-16 |        | Confirms 1890 Canal Act ROW                  |
| John S. Jefferson                  | Agreement                 | USA            | 19-Jul-09 |        | Confirms 1890 Canal Act ROW                  |

Draft of July 24, 1914

THIS AGREEMENT made this 1st day of June, 1915,  
between the UNITED STATES OF AMERICA, acting for this purpose  
by the Secretary of the Interior, under the provisions of the  
Act of Congress of June 17, 1902 (32 Stat. 358) known as the  
Reclamation Act, and acts amendatory thereto or supplementary  
thereto, and the Act of Congress of February 21, 1911, (36 Stat. L.  
925), the party of the First Part, hereinafter called the United  
States, and the HANNA & MERIDIAN IRRIGATION DISTRICT, an Irrigation  
District organized under the laws of the State of Idaho, and  
located in Canyon and Ada Counties, Idaho, acting for the purposes  
of this contract under authority of Title 14 of the Idaho Revised  
Codes, including Sections 2396, 2397, and 2398, the party of the  
second part, hereinafter called the District-

WITNESSETH - That,

WHEREAS, the District includes within its boundaries  
about Twenty-four Thousand Five Hundred Fifty-seven (24,557)  
acres of irrigated land, Twenty-two thousand six hundred twelve  
(22,612) acres of which are entitled to receive water from the  
District; the remainder being irrigated with water from the  
Settlers' and New York Canals; and whereas, the District owns  
and controls that certain canal known as the Ridenbaugh Canal  
through which water is supplied from Boise River to the lands

EXHIBIT

C

of the District for irrigation and domestic purposes, and whereas, the natural flow of Boise River which the District is entitled to divert under its priorities and appropriations, is insufficient during the latter part of said irrigation season to furnish a complete water supply for the lands of the District, and the District desires to secure a certain amount of stored water in order to furnish its land owners and water users a more complete water supply during the low water periods of the irrigation season, and

WHEREAS, the ground water table is rising in the District and in places is already close to the surface, so that a large part of the lands of the District are likely to become permanently ruined and incapable of producing crops, or bearing any share of the expense of the District, unless a drainage system is promptly provided; and whereas, it is believed that such a drainage system will reclaim considerable areas which cannot now be cultivated successfully on account of such seepage conditions, and will check the spread of such seepage conditions, and save other large areas which are now threatened with destruction from the same cause; and

WHEREAS, the United States is now constructing, under the provisions of the Reclamation Act, that certain irrigation project known as the Boise Project, including the Arrowrock and Bear Flat storage reservoirs, and a portion of the lands of the

District have been subscribed to said project by the individual owners of such lands; and

WHEREAS, it is believed that under existing conditions the only way in which the additional water supply and drainage system required by the District can be secured promptly and at a cost which the land owners of the District can afford to pay, is by means of a contract between the District and the United States, under the provisions of the Acts of Congress of June 17, 1902 (32 Stat. 388) and February 21, 1911 (36 Stat. L., 925) and Title 14 of the Idaho Revised Codes.

NOW, THEREFORE, it is hereby agreed-

1. That as a part of the general drainage system of its Boise Project, the United States will construct for theampa & Meridian Irrigation District, a drainage system to a total cost of Five Hundred Fifty-seven Thousand Dollars, (\$557,000). The location of the drains, to be constructed, is shown on the map attached hereto and marked Exhibit "A", it being understood that in general drains numbered "one" on the said map will be constructed first, drains numbered "two" will be constructed next, drains numbered "three" will be constructed last, so far as said limit of expenditure will allow such work to go, such drainage system to have sufficient capacity in its main drains to carry the seepage water flowing into the District from the lands lying above the

District and drainage into it, as well as that originating in the District itself, the Supervising Engineer in charge of such construction shall have the right to make changes in the alignment of the drains shown on the attached map, and in grades and cross-sections, where such changes shall be found in his judgment to be necessary or desirable to increase the efficiency or economy of the system. It is understood that in case any part of the work shown on the said map shall prove unnecessary for the benefit of District lands, such part may be omitted by mutual consent of the parties hereto. It is fully understood that the United States is to expend only Five Hundred Fifty-seven Thousand Dollars (\$557,000), including cost of preliminary work in drainage construction for the District, under this contract, and to stop when such limit of expenditure has been reached. It is not expected that the lands of the District can be completely drained at this cost nor a drainage system extended to each farm unit, but that only a number of principal drains will be constructed with which individual and community farm drains can be connected.

2. That for the purposes of this contract, irrigable lands in the District which are now entitled to  $5/8$  of a miner's inch of water or more per acre, out of the present water rights of the District, or of the Settlers' District or through ownership of stock in the New York Canal Company,

are considered as old water right lands and referred to herein under that name; irrigable lands in the District which have no water right from the District or the Settlers' District, and have not been irrigated through ownership of stock in the New York Canal Company, are considered as project lands and referred to herein under that name, and irrigable tracts of land in the District which are entitled to some water from the present water rights of the District, or of the Settlers' District or through ownership of stock in the New York Canal Company, but less than  $5/8$  of an inch per acre, shall be considered as old water right lands to the extent of the number of acres for which the water right of such tract will provide  $5/8$  of an inch per acre, and project lands as to the remainder thereof.

3. That the District will pay to the United States for that portion of the above described drainage work in the District, equitably chargeable to the old water right lands in the District, the sum of Two Hundred Sixty-six Thousand Dollars (\$266,000), in the same number of annual installments not less than ten (10) and same percentage of the total in each annual installment as is fixed by the Secretary of the Interior for the lands of the Boise Project in his Public Notice announcing the construction charge for the Boise Project, the first installment to be due and payable one (1) year after the day on which said Public Notice for the Boise

Project is issued by the Secretary of the Interior, and one installment on the same day of each year thereafter until all installments are paid, and will use the taxing power of the District and all the powers and resources of the District to collect said sums of money and pay the same to the United States when due. The benefits of the expenditures of said sum of Two Hundred Sixty-six Thousand Dollars (\$266,000) for drainage shall be apportioned among the old water right lands of the District. No portion of said sum of Two Hundred Sixty-six Thousand Dollars (\$266,000) shall be apportioned to the project lands in the District but the balance of the said sum to be expended on drainage works in the District as provided in paragraph 1 hereof shall be charged to the general expense of the Boise Project and the project lands in the District shall pay the construction, operation and maintenance charges provided in paragraphs 11 and 12 hereof.

4. That after the construction thereof, the District will maintain said drainage system in good serviceable condition, at its own expense, and shall charge the cost thereof to the old water right lands in the District in the proportion which the amount of construction cost chargeable to the old water right lands in the District, to-wit, Two Hundred Sixty-six Thousand Dollars (\$266,000), bears to the total construction cost, to-wit, Five Hundred Fifty-seven Thousand

Dollars (\$557,000), and will charge the balance to the United States. In case the District shall fail or neglect to maintain said drainage system in good serviceable condition, the United States may maintain or repair the same and charge the cost thereof to the District, which cost the District will promptly pay.

5. The right to water developed in the drainage system herein provided for shall belong to the Boise Project and the old water right lands of the District, and be divided between said Boise Project and said old water right lands of the District in the same proportion as the cost of the drainage system herein provided, and the drains to be constructed under this contract shall be subject to use by the lands of the Boise Project whether outside or inside the District, as well as the old water right lands of the District.

6. That the District will pay to the United States the sum of Twenty-four Thousand Eight Hundred Forty Dollars for storage capacity in Arrowrock Reservoir- a reservoir to be constructed by the United States on Boise River in Boise and Blaine Counties, Idaho, and to have a capacity of between 200,000 and 250,000 acre feet and the United States will provide for the District that portion of the total storage capacity of Arrowrock Reservoir which Twenty-four Thousand Eight Hundred Forty Dollars

is of the total cost of said reservoir, and will deliver at the downstream end of the outlets of the Arrowrock Reservoir, for the District each year after the completion of said reservoir, the same proportion of the stored water available from said reservoir at such times after three (3) days notice from the District to the United States officer in charge, and in such quantities as the District may direct not in excess of the District's proportionate part of the available outlet capacity. The total cost of said reservoir will be determined and stated by the Secretary of the Interior in his Public Notice of the charges to be made for the Boise Project, and to include all cost and expenses of whatsoever nature or kind for the purpose of, growing out of, in connection with, or resulting from the construction of said reservoir including engineering expenses and overhead charges, and such interest, if any, as may be payable on account of advances under the provisions of the Act of Congress of June 25, 1910 (36 Stat. L. 835), or other legislation by Congress.

7. The said sum of Twenty-Four Thousand Eight Hundred Forty Dollars shall be paid by the District to the United State in the same number of annual installments not less than ten (10) and same percentage of the total in each annual installment as is fixed by the Secretary of the Interior for the lands of the Boise Project in his Public Notice announcing the construction

charge for the Boise Project, the first installment to be due and payable one (1) year after the day on which said Public Notice for the Boise Project is issued by the Secretary of the Interior and one installment on the same day of each year thereafter until all installments are paid; and the District will use the taxing power of the District, and all the powers and resources of the District to collect said sums of money, and pay the same to the United States when due, and will also pay each year its proportionate share of the cost of operation and maintenance of said reservoir and delivery of water therefrom, as announced by the Secretary of the Interior.

8. No interest will be charged on any of the said installments for drainage work, or stored water, or money to be paid to the United States for operation and maintenance, on account of the drainage works or stored water, until due; but any part thereof which may remain unpaid after the same is due shall bear interest from maturity until paid at ten per cent (10%) per annum, and the United States shall not be obliged to deliver or turn out for the District any stored water while the District is in default on any of the payments herein provided to be made by the District to the United States.

9. The District agrees to distribute the amount of

water delivered to it by the United States under this act in full compliance with the provisions of said Reclamation Act of June 17, 1902, and the rules and regulations thereunder, and to use and distribute the same only upon the lands within the District, and in compliance with the provisions of Section 2 of the Act of Congress of February 21, 1911 (36 Stat. L. 925) known as the Warren Act.

10. The stored water from Arrowrock Reservoir hereinabove agreed to be purchased by the District, shall be diverted from Boise River through the canal system of the District and delivered to old water right lands in the District to supplement the water supply of such lands at times when the natural flow of Boise River is insufficient, and the benefits and cost of such stored water shall be apportioned to such lands; Provided, however, that no portion of said stored water is to be delivered, and no part of the cost thereof apportioned to those old water right lands of the District to which the first priority right of the District has been allotted under the classification of lands as to priority, which has been made by the District, it being considered that the lands having the first priority right need no stored water.

11. For the project lands in the District, the United States will provide back storage capacity in the reservoirs

of the United States and carrying capacity in the United States Canal System of the Boise Project, and each year after the completion of the Arrowrock Reservoir, will deliver to the District for distribution to the project lands in the District lying under the canal system of the District, as nearly as practical, the same proportionate share per acre of the water actually available from said works of the United States, both flood water and stored water, as is provided for similar lands in the United States Boise Project, outside of the District except as otherwise provided in paragraph 12 hereof, but not more, however, than is needed for beneficial use on said land, and for the project lands in the District lying above the canal system of the District a similar water supply will be furnished directly by the United States through the laterals and canals of the United States. The water supply for the project lands in the District shall be carried through the Main Canal of the United States Boise Project, and that portion for the project lands lying under the canal of the District delivered to the District at convenient points in the District where laterals or distributing canals from the Canal System of the United States reach or cross the canal of the District, and will there be received by the District and distributed by the District to the project lands in the District entitled to the use thereof; under the provisions of a certain contract for the distribution

of water, between the parties hereto, dated April 1, 1909, it being understood that the said certain contract shall remain in effect until such time as a new contract shall be mutually agreed upon by the parties hereto, providing for a different method of distribution of water and division of the cost of distribution.

12. The District will promptly apportion to the project lands in the District a total of Three Million Three Hundred four thousand five hundred (\$3,304,500) Dollars, being a charge of Seventy-five (\$75.00) Dollars per acre as the benefits under this contract to said lands; provided, however, that if the building charge per acre announced by the Secretary of the Interior in his Public Notice for similar lands of the Boise Project, is less than Seventy-five (\$75.00) Dollars per acre, then the assessment of benefits against the project lands in the District shall be reduced to the same amount per acre as is announced by the Secretary of the Interior for the similar lands of the Boise Project, and the District will collect the sums so apportioned to such project lands in the District and pay the same to the United States in the same number of annual installments not less than Ten (10) and same schedule of graduated payments as is fixed by the Secretary of the Interior in his Public Notices for similar lands of the Boise Project outside of the District. Provided, that should the construction charge per acre announced by the Secretary of the Interior, for the Boise

Project for a full water right, be in excess of Seventy-five Dollars (\$75.00) per acre of irrigable land, the benefits to be assessed to the project lands in the District under this contract and collected by the District under this contract for the said project lands for the payment to the United States of the construction charge, shall nevertheless be only Seventy-five Dollars (\$75.00) per acre, and the number of installments and the percentage of the total payable in each annual installment shall be the same number and percentage as for the lands of the Boise Project outside the District, but in that event, the amount of both stored water and flood water furnished for such project lands in the District by the United States shall be the same proportion of the amount furnished per acre to the lands of the Boise Project outside of the District as Seventy-five Dollars (\$75.00) per acre is to the charge announced for the Boise Project lands outside of the District; Provided, that in that event, the owners of project lands in the District, individually or the District on behalf of all the project land owners in the District, may, or they, or it so elect, by supplemental contract with the United States, secure from the United States works additional water sufficient to make their water rights equal in amount per acre to the rights furnished by the United States to similar project lands

outside of the District, by payment of the difference between Seventy-Five (\$75.00) Dollars per acre and the charge announce by the Secretary of the Interior in his Public Notice for the lands of the Boise Project outside the District, but the amount to be apportioned to the project lands in the District under this present contract shall not be in excess of Seventy-Five (\$75.00) Dollars per acre. The installments of the charges apportioned to the project lands in the District shall be due and payable from the District to the United States on the same dates as fixed by the Secretary of the Interior in his Public Notice for the payment of the charges for the lands of the Boise Project outside of the District. The District will be reimbursed by the United States for the cost of distributing the water to said project lands in the District by the payment to the District of the pro-rata share of the cost of operation and maintenance provided in the contract of April 1, 1909, between the District and the United States, until the expiration of said contract as provided in paragraph 11 hereof and thereafter under the new contract provided to be made in paragraph 11 hereof. The project lands in the District shall pay the same operation and maintenance charge per acre as announced by the Secretary of the Interior for similar lands of the Boise Project and the same shall be collected by the District for the United States and paid over by the District

to the United States, and upon notice from the officer of the United States in charge of the Boise Project, the District will withhold the delivery of water from such project lands in the District as are in default in the payment of said operation and maintenance charge.

13. It is fully understood that the old water right lands of the District shall not in any event be liable for any part of the charges herein agreed to be apportioned to and collected from the project lands, nor the project lands for any portion of the charges herein agreed to be apportioned to or collected from the old water right lands in the District, and the United States agrees to waive the right to hold either of said two classes of land for any part of the charges herein agreed to be apportioned to and paid by the other, but will look to the old water right lands for the old water right land charges and the project lands for the project land charges.

14. No interest will be charged on any of said installments for water to be supplied to said project lands in the District until due, but any part thereof which may remain unpaid after the same is due, shall bear interest from maturity until paid at ten (10%) per cent per annum, and the United States shall not be obliged to deliver or turn out for the District any water for such project lands in the District as

are in default on any of the payments herein provided to be made, Provided, the project lands in the District shall be subject to the same provisions as to residence, cultivation and limit of area as the lands of the Boise Project outside of the District.

15. The United States will assent to the release by the Payette-Boise Water Users' Association of such lands in the District as have been subscribed under stock subscription and contract to the said association, and have therefore become subject to the lien provided in such subscription and contract for the repayment of a proportionate part of the cost of the Payette-Boise Project from the lien and obligation of such stock subscription, and also release and cancel the contract under date of October 12, 1906, between the Nampa & Meridian Irrigation District and the Payette-Boise Water Users' Association, providing for a credit to the subscribed lands of the District for existing works, as regards both the old water right lands and the project lands.

16. The Payette-Boise Water Users' Association agrees to join in the release of said stock subscription contracts and liens upon conditions above stated, and its name is subscribed hereto in evidence thereof.

17. Where any appropriations of water have been made and water rights acquired by parties other than the District

out of any of the draws, sloughs or natural channels of the Kampa & Meridian Irrigation District, and such rights are interfered with by the deepening of such channels and the construction of the said drainage system in the District, it is understood that the money herein provided for the construction of drainage works shall be available for the satisfaction of any just claims for damages and of judgments, liabilities or obligations on account of, growing out of, or resulting from the interference with any such rights by the deepening of such channels and construction of such drainage system, and that the United States may pay such claims, judgments liabilities and obligations out of said money. Any lateral construction which may be agreed upon between the District and the United States as being necessary to replace the rights of flow through natural drainage lines, may be built by the United States as a part of the drainage system herein contemplated.

IN WITNESS WHEREOF, the parties hereto have caused their names and seals to be attached the day and year first above written, the Kampa & Meridian Irrigation District, and the Payette-Boise Water Users' Association, acting in pursuance of resolutions of their Board of Directors, of which

Certified copies are hereto attached and made a part hereof.

NAMPA & MERIDIAN IRRIGATION DISTRICT

By H. B. Carpenter  
President

(SEAL)

ATTEST:

G. A. Remington  
Secretary

PIEDMONT-SOUTH WATER USERS' ASSOCIATION,

By J. W. Smith

(SEAL)

ATTEST:

K. L. Girard,  
Secretary

Andrius A. Jones  
1st Asst. SECRETARY OF THE INTERIOR, for  
and on behalf of the United  
States.

Sgt. Dec. 13, 1915

Nampa-Meridian Drainage System

Est. of Mar. 24, 1914

ESTIMATE OF COST

--C--

The drainage ditches proposed for construction are listed below, together with their cost, size, yardage, and other information. All the ditches in the Nampa-Meridian District will discharge into drainage ditches now under construction in the Pioneer Irrigation District below the Phyllis Canal, with the exception of the Five Mile Creek Drainage System, and the Ten Mile Drainage System.

The proposed ditches will follow the natural drainage courses as closely as feasible, and these channels will be straightened and deepened.

|                 |               |
|-----------------|---------------|
| Five Mile Creek | Wilson Slough |
|-----------------|---------------|

|              |               |
|--------------|---------------|
| Furdan Gulch | Elijah Slough |
|--------------|---------------|

These drains together with their branches:

|                |            |
|----------------|------------|
| Ten Mile Creek | Orr Slough |
|----------------|------------|

|                 |               |
|-----------------|---------------|
| Nine Mile Creek | Joseph Slough |
|-----------------|---------------|

|                  |              |
|------------------|--------------|
| Key Pilot Slough | Aaron Slough |
|------------------|--------------|

compose the entire drainage system.

# WORK WITHIN MAMPA-MERIDIAN DISTRICT

## Five Mile Creek Drainage System

| Name               | Est. :<br>Dis- :<br>charge : | Base :<br>Width : | Water :<br>Surface : | Water :<br>Depth : | Area :<br>Drained :<br>Acres : | Cubic Yds. |
|--------------------|------------------------------|-------------------|----------------------|--------------------|--------------------------------|------------|
| Five Mile :        | 62-90 :                      | 10' :             | 13.6-16.6 :          | 1.2-2.2 :          | 27,165 :                       | 358,920    |
| Nine " Cr. :       | 9 :                          | 5' :              | 7.1-7.7 :            | 7-9 :              | 3,150 :                        | 134,725    |
| Gray Pilot Sl :    | 4 :                          | 5' :              | 6.3 :                | .6 :               | 1,175 :                        | 59,420     |
| Total :            |                              |                   |                      |                    |                                | 553,065    |
|                    |                              | Add 20% :         |                      |                    |                                | 110,613    |
| Total for System : |                              |                   |                      |                    |                                | 663,678    |

## Ten Mile Creek Drainage System

|                    |      |      |            |           |         |         |
|--------------------|------|------|------------|-----------|---------|---------|
| Ten Mile Cr. :     | 14 : | 6' : | 9.4-10.8 : | 1.1-1.6 : | 8,710 : | 359,950 |
|                    |      |      | Add 20% :  |           |         | 77,290  |
| Total for System : |      |      |            |           |         | 437,240 |

## Murdan Gulch Drainage System

|                      |      |            |           |           |         |
|----------------------|------|------------|-----------|-----------|---------|
| Murdan Gulch: 20-23: | 5' : | 8. - 9.8 : | 1.0-1.6 : | 11, 195 : | 120,020 |
|                      |      |            | Add 20% : |           | 24,004  |
| Total For System :   |      |            |           |           | 144,024 |

## Wilson Creek Drainage System

|                    |         |           |           |           |          |         |
|--------------------|---------|-----------|-----------|-----------|----------|---------|
| Wilson Sl :        | 13-27 : | 5' :      | 9.2-11. : | 1.2-1.5 : | 10,530 : | 154,336 |
| Orr Slough:        | 5.1 :   | 5' :      | 7.0-7.4 : | 0.5-0.6 : | 1,530 :  | 53,390  |
| Total :            |         |           |           |           |          | 207,726 |
|                    |         | Add 20% : |           |           |          | 41,545  |
| Total for System : |         |           |           |           |          | 249,270 |

## Elizah Slough Drainage System

|                    |         |      |           |           |          |         |
|--------------------|---------|------|-----------|-----------|----------|---------|
| Elizah sl. :       | 23-23 : | 5' : | 9.8-11 :  | 1.2-1.5 : | 13,040 : | 123,650 |
| Joseph " :         | 3.5 :   | 5' : | 7. :      | 0.5 :     | 960 :    | 95,160  |
| Aaron " :          | 4.0 :   | 5' : | 7. :      | 0.5 :     | 1,140 :  | 79,080  |
|                    |         |      | Add 20% : |           |          | 297,890 |
|                    |         |      |           |           |          | 59,578  |
| Total for System : |         |      |           |           |          | 357,468 |

## Changes in Lateral System made necessary by dry

|                                                    |               |
|----------------------------------------------------|---------------|
| South Lateral (To carry Five Mile Creek Water)     | 13,260 Cu. Y. |
| Settlers Canal Reconstruction . . . . .            | 5,665 " "     |
| Small miscellaneous lateral construction . . . . . | 6,814 " "     |

# WORK OUTSIDE NAMPA-MERIDIAN DISTRICT

## Five and Ten Mile Drainage System

| Name               | Est. :<br>:Dis- :<br>:Charge :<br>:Sec. : | Stake :<br>:Width :<br>: : | Water :<br>:Depth :<br>: in ft. : | Area :<br>:Drained :<br>: Acres : | Cubic Yds. |
|--------------------|-------------------------------------------|----------------------------|-----------------------------------|-----------------------------------|------------|
| Five Mile Cr. :    | 34-133 :                                  | 14-10 :                    | 120.6-16.6 :                      | 31,300 :                          | 217,995    |
| Ten Mile " :       | 29-34 :                                   | 6 :                        | 110.2-10.8 :                      | 10,115 :                          | 125,025    |
| Total :            | :                                         | :                          | :                                 | :                                 | 343,020    |
|                    |                                           |                            | Add 20% :                         |                                   | 38,604     |
| Total for System : |                                           |                            |                                   |                                   | 381,624    |

## ESTIMATED COST OF DRAINAGE SYSTEM

### Work Within Nampa-Meridian District.

|                                                   |              |          |
|---------------------------------------------------|--------------|----------|
| Five Mile Creek Drainage System.....              | 653,678      | cu. yds. |
| Ten Mile Creek Drainage System .....              | 467,940      | "        |
| Furman Gulch Drainage System .....                | 144,924      | "        |
|                                                   | 1,275,642    | cu. y    |
| Wilson Slough Drainage System .....               | 249,270      | cu. yds  |
| Elkton Slough Drainage System .....               | 357,458      | "        |
|                                                   | 606,738      |          |
| Changes in Canal and Lateral System . . . . .     | 28,317       |          |
| Total to be excavated within Nampa-Meridian Dist. | 1,910,697    | cu. Yds  |
| 1,275,642 cu. yds. at 20¢                         | \$255,128.40 |          |
| 606,738 " " " 16¢                                 | 109,212.80   |          |
| 28,317 " " " 30¢                                  | 8,495.10     |          |
| Right of Way                                      | 25,595.00    |          |
| Canal Crossings & Mech. Struct.                   | 30,862.00    |          |
| Bridges                                           | 10,617.00    |          |
| Total                                             | 449,926.30   |          |
| Add 15% for Engineering & Incidentals             | 70,488.95    |          |
| Total Cost Work within District                   | \$540,415.25 |          |

ESTIMATED COST OF WORK OUTSIDE OF NAMPA-MERIDIAN DISTRICT  
 (Required to furnish an outlet for District drainage water and  
 to serve as local drains for lands in Pioneer Irrigation Dist.)

Five Mile & Ten Mile Drainage System

|                                         |                 |
|-----------------------------------------|-----------------|
| Total Excavation.....                   | 411,624 cu. yd. |
| 411,624 cu. yds. at 20¢.....            | \$82,324.80     |
| Right of Way.....                       | 580.00          |
| Canal Crossings & Local Structures..... | 3,160.00        |
| Bridges.....                            | 2,150.00        |
| Total.....                              | \$91,814.80     |
| 15% for Engineering & Incidentals.....  | 13,772.20       |
| Estimated Total Cost.....               | \$105,587.00    |

These drains if made deep as contemplated in above estimate will drain certain lands in the Pioneer District and for that reason it is assumed that arrangements can be perfected to have the Pioneer District pay for one-half the cost of these drains but not to exceed \$50,000.00 leaving a balance estimated at \$55,587.00 to be paid jointly by the United States and the Nampa-Meridian District, which amount is figured to be ample for the construction of shallow drains in the event the Pioneer District prefers not to make such arrangements.

SUMMARY OF ESTIMATES

|                                                   |              |
|---------------------------------------------------|--------------|
| Total Cost Work Within Nampa-                     |              |
| Meridian District .....                           | \$540,425.25 |
| Total Cost Work Outside Nampa-                    |              |
| Meridian District .....                           | 105,587.00   |
| Total Cost of Proposed Work .....                 | \$646,002.25 |
| Estimated share assumed by Pioneer District ..... | 50,000.00    |
| " " " " Nampa-Meridian                            |              |
| District and United States .....                  | 596,002.25   |

ESTIMATE OF COST GROUPED ON IMPORTANCE OF WORK

No. 1 DRAINAGE DITCHES

| Name               | Stations   | Length<br>in Miles | Earthwork     | Cost            |
|--------------------|------------|--------------------|---------------|-----------------|
| Five Mile Creek    | 74 to 356  | 5.34               | 261,594       | 66,595.15       |
| Five Mile Creek    | 356 to 720 | 6.89               | 335,616       | 110,946.44      |
| Ten Mile Creek     | 00 to 215  | 4.07               | 150,030       | 38,991.90       |
| Ten Mile Creek     | 215 to 760 | 10.33              | 467,940       | 134,248.70      |
| Nine Mile Creek    | 00 to 192  | 3.64               | 161,670       | 48,799.10       |
| Wilson Slough      | 350 to 550 | 3.79               | 185,203       | 43,618.90       |
| Elijah Slough      | 300 to 494 | 3.68               | 148,385       | 41,015.60       |
| Orr Slough         | 00 to 80   | <u>1.51</u>        | <u>64,068</u> | <u>15,752.9</u> |
| Total No. 1 Drains |            | 39.25              | 1,774,506     | 499,968.90      |

No. 2 DRAINAGE DITCHES

|                    |            |             |               |                |
|--------------------|------------|-------------|---------------|----------------|
| Furman Gulch       | 230 to 422 | 3.64        | 144,024       | 42,495.        |
| Joseph Slough      | 00 to 153  | 2.90        | 114,192       | 27,933.        |
| Five Mile Creek    | 720 to 830 | <u>2.08</u> | <u>85,088</u> | <u>36,572.</u> |
| Total No. 2 Drains |            | 8.62        | 353,304       | 107,001.       |

No. 3 DRAINAGE DITCHES

|                    |           |             |               |                |
|--------------------|-----------|-------------|---------------|----------------|
| Aaron Slough       | 00 to 80  | 1.51        | 94,897        | 20,984.        |
| Sky Pilot Slough   | 00 to 120 | <u>2.27</u> | <u>71,204</u> | <u>18,351.</u> |
| Total No. 3 Drains |           | 3.78        | 166,201       | 39,335.        |

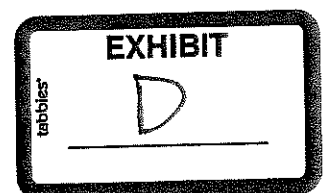
Summary of Groups According to Importance

|                                          |                                   |
|------------------------------------------|-----------------------------------|
| Total Cost of No. 1 Drainage System..... | \$4,99,968.91                     |
| Total Cost of No. 2 Drainage System..... | <u>107,001.48</u>                 |
| Total Cost No. and No. 2 Drains.....     | 606,970.39                        |
| Total Cost No. 3 Drainage System.....    | <u>39,035.32</u> <u>39,035.32</u> |
| Total Estimate .....                     | 646,005.71                        |

DISTRIBUTION OF COST

|                                                                             | Paid by<br>Kampa-Meridian<br>District and<br>United States | Assumed Amt<br>to be paid<br>by Pioneer<br>District | Total<br>Cost  |
|-----------------------------------------------------------------------------|------------------------------------------------------------|-----------------------------------------------------|----------------|
| Estimated cost within Kampa-<br>Meridian District - No. 1 &<br>No. 2 Drains | 501,383.00                                                 |                                                     | 501,383        |
| Estimated cost outside of<br>Kampa-Meridian District                        | 55,587.00                                                  | 50,000.00                                           | 105,587        |
|                                                                             | <u>556,970.00</u><br>or say<br><u>557,000.00</u>           | <u>50,000.00</u>                                    | <u>606,970</u> |
| to be paid by Government                                                    | <u>201,000.00</u>                                          |                                                     |                |
| To be paid by Kampa-Meridian<br>District                                    | 256,000.00                                                 |                                                     |                |

REPORT ON  
CANAL DELIVERIES FROM  
BOISE RIVER  
AND  
DIFFERENT FEATURES AFFECTING THESE  
DELIVERIES FOR THE IRRIGATION SEASON  
OF 2006  
(DATA FOR THIS REPORT GATHERED BY THE  
WRITER WHILE ACTING IN THE CAPACITY OF  
WATERMASTER OF THE BOISE RIVER.)  
(COOPERATIVE DATA ALSO FURNISHED BY  
THE UNITED STATES BUREAU OF RECLAMATION.)  
BY  
LEE SISCO  
WATERMASTER, BOISE RIVER



## CLASSIFICATION OF RIVER

The Boise River naturally divides itself into three separate and distinct parts. Section 1 includes the part of the river which lies between the Government Diversion Dam and the Caldwell Highline Canal about a mile below the town of Star. Section 2 includes that section which lies between the Caldwell Highline Canal and the Notus Bridge. Section 3 includes that part of the river between the Notus Bridge and the Snake River.

### Section 1

This section is under complete regulation by the watermaster. All water is measured and divided according to the decrees and licenses, which are set by the courts and state law.

### Section 2

All water in this section is measured, but operation is more liberal than in Section 1, due to the return flow, so regulation is somewhat relaxed with very little storage water required.

### Section 3

This section of the river is operated without any regulation what so ever, but it is measured and recorded the same as Sections 1 and 2. The return flow to Section 3 was sufficient to take care of all rights in this section during most of the season, and therefore no regulations were required. In fact, during all the years on record on the distribution of the waters of the Boise River, beginning with 1914, there has been only one year -1931- during which it was necessary to regulate diversions from this section of the river, and during that year it was not necessary to run water past the Notus Bridge to supply the rights below.

## DRAINAGE

As mentioned in the Classification of River section the lower portion of the Boise River diverters depend exclusively upon drainage water to satisfy their water needs. Also, the upper diverters utilize drainage water, but not to the extent the lower users do. From Diversion Dam down stream, there are three active Drainage Districts, No. 2, No. 3 and No. 4. These three Drainage Districts have various court orders dividing up the drainage water (see Chart #6 for the apportioning of this water).

D.D. #2 embraces an area of 29,000 acres situated on the north side of the Boise River, between the City of Boise and the canyon near Caldwell. The major drains that make up D.D. #2 are the Eagle, Hartley, North Middleton, South Middleton Drains and both Hartley Gulch and Willow Creek. Three other drains, that divert into canals within the district, are the Long and Star Feeders, plus the Watts Check.

D.D. #3 is frequently referred to as the "South Boise Drainage District", and is located in the South Boise area. This district, comprising an area of 4,200 acres, has four drainage canals, all emptying into the Boise River. The three major ones in this district are the Ridenbaugh, Booth and Myers Drains.

D.D. #4 is known as the "Thurman Drain", it drains an area of about 2,500 acres and is situated south of the Boise River and opposite the town of Eagle. The District has one drain, the Thurman.

These three Drainage Districts by no means represent the entire Boise River drainage systems. There are several

major drains and many small unmeasured drains that contribute to the return flow supply. See the appendix for the drain discharges that the Boise River Watermaster monitors.