

AFFIDAVIT OF JERRY GREGG - Page 1

operation and maintenance of the drainage system located within the boundaries for Nampa & Meridian Irrigation District (NMID).

3. On or about June 1, 1915, Reclamation and NMID entered into an agreement concerning the construction of a drainage system within NMID's boundaries. A true and correct copy of said agreement is attached hereto as **Exhibit A**.

4. On or about November 5, 1918, Reclamation and NMID entered into another agreement concerning the construction of a drainage system within NMID's boundaries. A true and correct copy of said agreement is attached hereto as **Exhibit B**.

5. Continuing until approximately the 1970's, Reclamation prepared annual reports for the Boise Project. These reports contain information regarding project construction, operation and maintenance activities, which include activities relating to construction, operation, and maintenance of drains within the project.

6. Attached as **Exhibit C** is a true and correct copy of a portion of the Annual Report for 1915, which includes information regarding the construction and operation of NMID's drainage system.

7. Attached as **Exhibit D** is a true and correct copy of a portion of the Annual Report for 1916, which includes information regarding the construction and operation of NMID's drainage system.

8. Attached as **Exhibit E** is a true and correct copy of a document entitled, "Map Showing Location of Proposed Drainage Ditches for the Nampa-Meridian Irrigation District" dated March 1914. This map was included as Exhibit B to the 1914 Annual Report.

9. Attached as **Exhibit F** is a true and correct copy of a document entitled, "General

Map" of the Boise Project, which was included as part of the 1914 Annual Report.

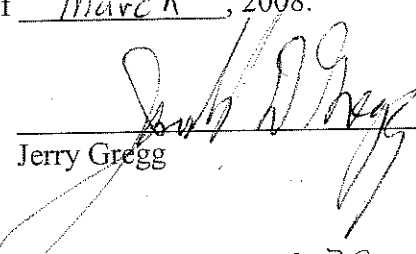
9. Attached as **Exhibit G** is a true and correct copy of a document entitled, "General Map" of the Boise Project, which was included as part of the 1916 Annual Report.

10. Attached as **Exhibit H** is a true and correct copy of a photograph taken on June 22, 1914, which shows an electric dredge excavating Purdam Slough Drain through the Lemp ranch. This portion of the Purdam drain is located several miles or more downstream of the location of the point of diversion for 63-27475.

11. Attached as **Exhibit I** is a true and correct copy of a photograph taken on June 22, 1914. This is another photograph taken on the same day, which shows an electric dredge excavating Purdam Slough Drain through the Lemp ranch. This portion of the Purdam drain is located several miles or more downstream of the location of the point of diversion for 63-27475.

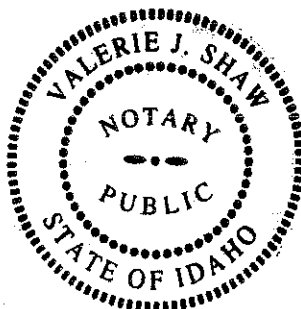
12. I am not aware of any historic records maintained at the SRAO that would show the existence of a creek at the location of the point of diversion for 63-27475 prior to commencement of construction of the Purdam drain in 1914.

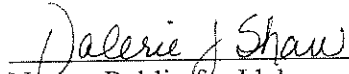
DATED this 12 day, of March, 2008.



Jerry Gregg

Sworn to and subscribed before me this 12 day of March, 2008.





Notary Public for Idaho
Residing in Meridian, Idaho
My Commission Expires: 6/2/2012

CERTIFICATE OF SERVICE

I hereby certify on this 13th day of March 2008 I caused to be served a true and correct copy of the foregoing document via email first-class mail to the individuals listed below.

Janicek Properties, LLC
c/o Michael P. Lawrence
Givens Pursley, LLP
601 W. Bannock Street
P.O. Box 2720
Boise, ID 83701-2720

USDI Bureau of Reclamation
Represented by:
US Department of Justice
Environment & Natural Resources
550 West Fort Street, MSC 033
Boise, Idaho 83724

Director of IDWR
P.O. Box 83720
Boise, Idaho 83720-0098



S. BRYCE FARRIS

NAMPA & MERIDIAN IRRIGATION DISTRICT

JUNE 1, 1915

EXHIBIT

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A

S. E. files
11-14-217

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. 388) known as the Reclamation Act, and acts amendatory thereof 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 NAMPA & 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

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 seasons 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 Deer 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 the Nampa & 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 draining 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 miners' 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 Elmore 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 States in the same number of annual installments not less than ten (10) and some 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 con-

struction 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 contract 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 both 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

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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 from 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 of 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, if 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 announced 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 Nampa & 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 Nampa & 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,

(seal)

By H. B. CARPENTER.

ATTEST:

President.

G. A. REMINGTON,
Secretary.

PAYETTE-BOISE WATER USERS' ASSOCIATION,

(seal)

By J. W. BRANDT.

ATTEST:

W. L. GIRARD,
Secretary.

(Sgd) Andrew A Jones
First Asst SECRETARY OF THE INTERIOR, for
and on behalf of the United
States.

BOISE PROJECT

CONTRACT

NOV. 5, 1918

WAPA & MERIDIAN IRRIGATION DISTRICTS.

EXHIBIT

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DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

Boise, Idaho, Dec. 19, 1918, 191

District Counsel,

~~Project Manager~~ to the Director and Chief Engineer (through Chief
of Construction).

signature by Secretary of the Interior

Subject: Forwarding contract for ~~approval~~.

The contract described below is forwarded herewith.

Agreement dated November 5, 1918 --- Boise Project

Executed by ----NAMPA & MERIDIAN IRRIGATION DISTRICT--

~~XXXX~~ Signed by Secretary of the Interior

Estimated amount involved, \$39,846.00.

Purpose of agreement: Water rights for lands in townsite of Nampa
(See instructions on back, par. 5.)

Form of contract approved by telegram from King dated Aug. 27, 1917,
as per letter of District Counsel dated Aug. 13, 1917. See also
telegram from District Counsel to Chief Counsel dated Nov. 7, 1917,
and telegram from Helgate to Stoutemyer dated Nov. 8, 1917.

~~XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX~~
~~XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX~~
bond transmitted.)

Advise Chief ~~of Construction~~, Denver, Colorado, and Project
Manager at Boise, Idaho.

and District Counsel at Boise, Idaho.
of the ~~approval~~ of the above.
signing

X B. E. STOUTEMYER.
(Signature.)

(The blanks below to be filled in the Washington Office.)
Signed by E. C. Finney, First Assistant Secretary of the Interior
~~Approved by~~

Date of ~~approval~~ signature OCT 24 1921

Bond, if any, approved by same officer on same date.

(Sgd) A. P. Davis
Director and Chief Engineer.

Respectfully referred to Director, Washington, for consideration, attention being invited to letter of December 19, 1918, from District Counsel B. E. Stoutemyer to Director. (See REVENUE FOR ENCLOSURES).

INSTRUCTIONS.

1. This form is devised to render unnecessary the writing in the Washington office and in the field of various routine letters in reference to contracts.

2. The project or other office where the contract originates will transmit one copy of this form in excess of the number of offices which are to be advised of approval. For example, in usual case where the project manager and Chief of Construction are to be advised, three copies should be sent to the Washington office.

3. The Chief of Construction will make proper notation on copy of the contract showing the date when the contract is forwarded by him.

4. Any special matter or information relative to the contract too long to write on the form should be set out in a statement or certificate accompanying the other papers.

5. When reference is made to previous correspondence the date thereof should be given.

(INSERTED IN DENVER OFFICE.)

Enclosures:

- 1 Orig. & 3 copies of form letter.
- 1 " & 2 " " contract,
- Original letter of December 19, 1918, from District Counsel B. E. Stoutemyer to Director.
- Original letter of December 21, 1918 from District Counsel B. E. Stoutemyer to Director.
- Original certificate from District showing vote authorizing contract, and 2 copies thereof.

SUPPLEMENTAL CONTRACT

between the

NAMPA & MERIDIAN IRRIGATION DISTRICT and the UNITED STATES.

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Draft of December 20, 1917.

THIS AGREEMENT, made this 5th day of November, 1918, between the UNITED STATES OF AMERICA, acting for this purpose through E. C. Finney, Asst. Sec. of Interior, Secretary of the Interior, under the provisions of the Act of Congress of June 17, 1902 (32 Stat. 388), and acts amendatory thereof and supplementary thereto, and particularly Sections 2 and 3 of the Act of Congress of February 21, 1911 (36 Stat. 925), hereinafter referred to as the United States, and the NAMPA & MERIDIAN IRRIGATION DISTRICT, an irrigation district organized under the laws of the State of Idaho, hereinafter referred to as the District.

WITNESSETH, THAT:

1. WHEREAS, under that certain contract between the United States and the Nampa & Meridian Irrigation District, dated June 1, 1915, it is provided that as a part of the general drainage system of its Boise Project, the United States will construct for the Nampa

& Meridian Irrigation District, a drainage system to a total cost of Five Hundred Fifty-seven Thousand (\$557,000) Dollars, and 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 (\$266,000) Dollars, and whereas, the drainage system contemplated under the provisions of said contract, and estimated to cost approximately Five Hundred Fifty-seven Thousand (\$557,000) Dollars, has been constructed at a cost of approximately Three Hundred Forty Thousand (\$340,000) Dollars, and whereas, it is not necessary to spend the balance of the said Five Hundred Fifty-seven Thousand (\$557,000) Dollars on the said drainage system, and whereas, neither the District nor the United States desires to spend any money unnecessarily on said work.

IT IS HEREBY AGREED that said drainage construction shall be terminated at a cost of not to exceed THREE HUNDRED FORTY THOUSAND (\$340,000) Dollars, and the amount to be paid by the District to the United States for that portion of the said drainage works equitably chargeable to the old water right lands in the District shall be reduced in like proportion as the said cost of Three Hundred Forty Thousand (\$340,000) Dollars is less than the said estimated cost

of Five Hundred Fifty-seven Thousand (\$557,000) Dollars, namely to 266/557ths of Three Hundred Forty Thousand (\$340,000) Dollars, or One Hundred Sixty-two Thousand Three Hundred Sixty-nine and Eighty-four/hundredths (\$162,369.84) Dollars.

2. AND WHEREAS, said estimate of the actual cost of Three Hundred Forty Thousand (\$340,000) Dollars contains an allowance for certain items of contingent liability and expense which may or may not have to be paid, and whereas, there is also some possibility of additional credits from the sale or transfer of equipment.

IT IS HEREBY AGREED that should the actual cost as finally determined be less than Three Hundred Forty Thousand (\$340,000) Dollars, the Secretary of the Interior will furnish the District a statement of such actual cost and in that event the amount to be paid by the District to the United States for that portion of the said drainage works equitably chargeable to the old water right lands in the District, shall be reduced to 266/557ths of such actual cost so stated by the Secretary of the Interior.

3. AND WHEREAS, the said contract of June 1, 1915, provides for furnishing water rights for the project lands of the District at a charge of Seventy-five (\$75.00) Dollars per acre, with a proviso that if the building charge 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 similar lands of the Boise Project, and whereas, the Secretary of the Interior, in his Public Notice of July 2, 1917, for the said Boise Project has announced a construction charge of Eighty (\$80.00) Dollars per acre with a proviso that if within one year all the irrigable lands of the Boise Project are duly pledged to return the payment of the construction and operation and maintenance charges either through individual contracts, water users' association contracts, or through irrigation districts, duly organized and confirmed by judicial decree, then the said charge of Eighty (\$80.00) Dollars per acre will be reduced to Seventy (\$70.00) Dollars per acre, and further provides that if all of that portion of the project lying northeast of Indian Creek between the Nampa & Meridian Irrigation District and the New York Canal, is duly pledged to return the payment of the construction and operation and maintenance charges, then the said construction charge of Eighty (\$80.00) Dollars per irrigable acre for a full water right will be reduced to Seventy

(\$70.00) Dollars per irrigable acre in said portion of the project, and whereas, the said portion of the Boise Project is the portion immediately adjoining the District, and whereas, the landowners of the District, through the organization of an irrigation district and the said contract between the District and the United States have already complied with all those provisions required of the said adjacent lands of the Boise Project as the conditions upon which the said Seventy (\$70.00) Dollar rate may be secured;

IT IS HEREBY AGREED and understood that the said rate of Seventy (\$70.00) Dollars per acre of irrigable land is the rate applicable to the said project lands of the Nampa & Meridian Irrigation District.

4. AND WHEREAS, the said contract between the District and the United States provides that the charges agreed to be paid by the District to the United States shall be payable 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 Notice for similar lands of the Boise Project outside of the District, and whereas, under the provisions of the Act of Congress of August 13, 1914, known as the Reclamation Extension Act, and the Public Notice issued by the Secretary of the Interior under date of July 2, 1917,

the charges for most of the lands of the Boise Project will be payable in twenty (20) annual installments upon the schedule of graduated payments set out in Section two of said Extension Act.

IT IS AGREED and understood by the parties hereto that the construction charges agreed to be paid by the District to the United States for drainage, storage rights and full water rights, shall be due and payable in twenty (20) annual installments upon the schedule of graduated payments set out in Section 2 of the said Extension Act, namely:- The first four of such installments shall each be two per centum, the next two installments shall each be four per centum, and the next fourteen each six per centum, of the total construction charge.

5. AND WHEREAS, in allotting water rights and apportioning benefits under the said contract of June 1, 1915, the District omitted to furnish any water rights to, or assess any benefits against, the dry lands within the corporate limits of the City of Nampa, and whereas there are about Two Thousand Five Hundred Ninety-five and twenty-five/hundredths (2,595.25) acres of dry lands within the said corporate limits, and whereas, the said lands are arid lands, incapable of producing agricultural crops without irrigation, but fertile and productive if irrigated

and especially valuable for intensive farming purposes on account of their location, and whereas, there is no other available source of water supply for said lands except from the irrigation work constructed by the United States.

NOW, THEREFORE, it is hereby agreed that the District will purchase from the United States for said lands, and the United States will sell to the District for said lands, water rights from the irrigation works of the said Boise Project, and the District will pay the United States for said rights at the same rate per acre and will apportion benefits to said lands at the same rate per acre as other project lands in the District and the water rights to be furnished for said lands to be of the same kind and furnished upon the same terms and conditions as those furnished to project lands of the District outside of the corporate limits, except that the District may deliver the water to the landowners at the corporate limits of the town of Nampa and shall not be required to distribute the water within the corporate limits, and that in the construction of laterals for said lands the United States will not construct such laterals within the corporate limits of the City, except, where laterals of the same kind commonly built by the United States outside of the said corporate limits, can be built without any extra or unusual expense,

the water to be distributed within the said corporate limits by the landowners themselves, or by such agency as they may select and provide for that purpose at their own expense, and all structures or special construction or maintenance required by the ordinances, regulations and police power of the City, shall be provided by the landowners of the City at their own expense.

6. AND WHEREAS, under the provisions of Section 6 of said contract of June 1, 1915, the District purchased from the United States storage rights in Arrowrock Reservoir to the extent of the proportionate part of the storage capacity of said reservoir that Twenty-four Thousand Eight Hundred Forty (\$24,840.00) Dollars is of the total cost of said reservoir (\$4,750,000), and whereas, certain landowners of the District require some additional storage water and have applied to the District for approximately One Thousand Nine Hundred Ninety-two and three/tenths (1,992.3) acre-feet of additional storage capacity, and agreed to pay for the same;

IT IS HEREBY AGREED that in addition to the Twenty-four Thousand Eight Hundred Forty (\$24,840.00) Dollars provided in sections 6 and 7 of said contract of June 1, 1915, the District will pay to the United States the sum of THIRTY-NINE THOUSAND EIGHT HUNDRED FORTY-SIX and No/hundredths (\$39,846.00) DOLLARS for storage capacity in

Arrowrock Reservoir, and the United States will furnish the District in addition to the proportionate part heretofore contracted, the use and benefit of that portion of the total storage capacity of Arrowrock Reservoir which Thirty-nine Thousand Eight Hundred Forty-six (\$39,846.00) Dollars is of the total cost of said reservoir, and will deliver at the downstream end of the outlets of said reservoir for the District each year, as nearly as is reasonably practical, the same proportion of the stored water actually available from said reservoir, the said storage to be in addition to the amount heretofore contracted for and to be furnished in the same manner and upon the same terms and conditions as the amount heretofore purchased under said contract of June 1, 1915.

7. AND WHEREAS, the Secretary of the Interior has approved rules and regulations for determining the irrigable acreage of the lands of the Boise Project outside of the District and under said rules and regulations has provided for certain reductions in irrigable acreage for rights of way of roads and canals;

IT IS HEREBY AGREED and understood by the parties hereto that the same reductions provided under said rules and regulations as to project lands outside of the District will be applied in determining the irrigable acreage of

project lands in the District.

8. No Member of or Delegate to Congress, or Resident Commissioner, after his election or appointment, or either before or after he has qualified and during his continuance in office, shall be admitted to any share or part of this contract or agreement, or to any benefit to arise thereupon. Nothing, however, herein contained shall be construed to extend to any incorporated company, where such contract or agreement is made for the general benefit of such incorporation or company, as provided in section 116 of the Act of Congress approved March 4, 1909 (35 Stat. L., 1109).

UNITED STATES OF AMERICA,

By 
SECRETARY OF THE INTERIOR.

NAMPA & MERIDIAN IRRIGATION DISTRICT,

By DAN BARKER.
President.

(seal)

ATTEST:

G. A. REMINGTON.
Secretary.

(COPY-FH)

R E S O L U T I O N .

On motion duly seconded the following resolution was unanimously adopted:

WHEREAS, on November 7th, 1917, this Board adopted a plan for securing additional water rights from the Boise Project of the Reclamation Service of the United States, including a proposed contract therefor with the United States and submitted the same to the electors of the District at an election held December 11, 1917, at which election this Board was authorized to enter into said Contract and consummate said plan.

NOW, THEREFORE, Dan Barker, as President of this Board and G. A. Remington, Secretary of this Board is hereby authorized and directed to execute said Contract with the United States in the name of this District.

I, G. A. Remington, secretary of the Nampa & Meridian Irrigation District, do hereby certify that the above is a true, full and correct copy of a certain resolution passed by the Board of Directors at their Meeting held November 6, 1918.

Witness my hand seal at Meridian, Idaho, this 50th day of November, 1918.

(seal)

G. A. REMINGTON,
Secretary,
NAMPA & MERIDIAN IRRIGATION DISTRICT.

STORAGE UNIT

ANNUAL

PROJECT CATEGORY

FISH PROJECT

IDaho

for

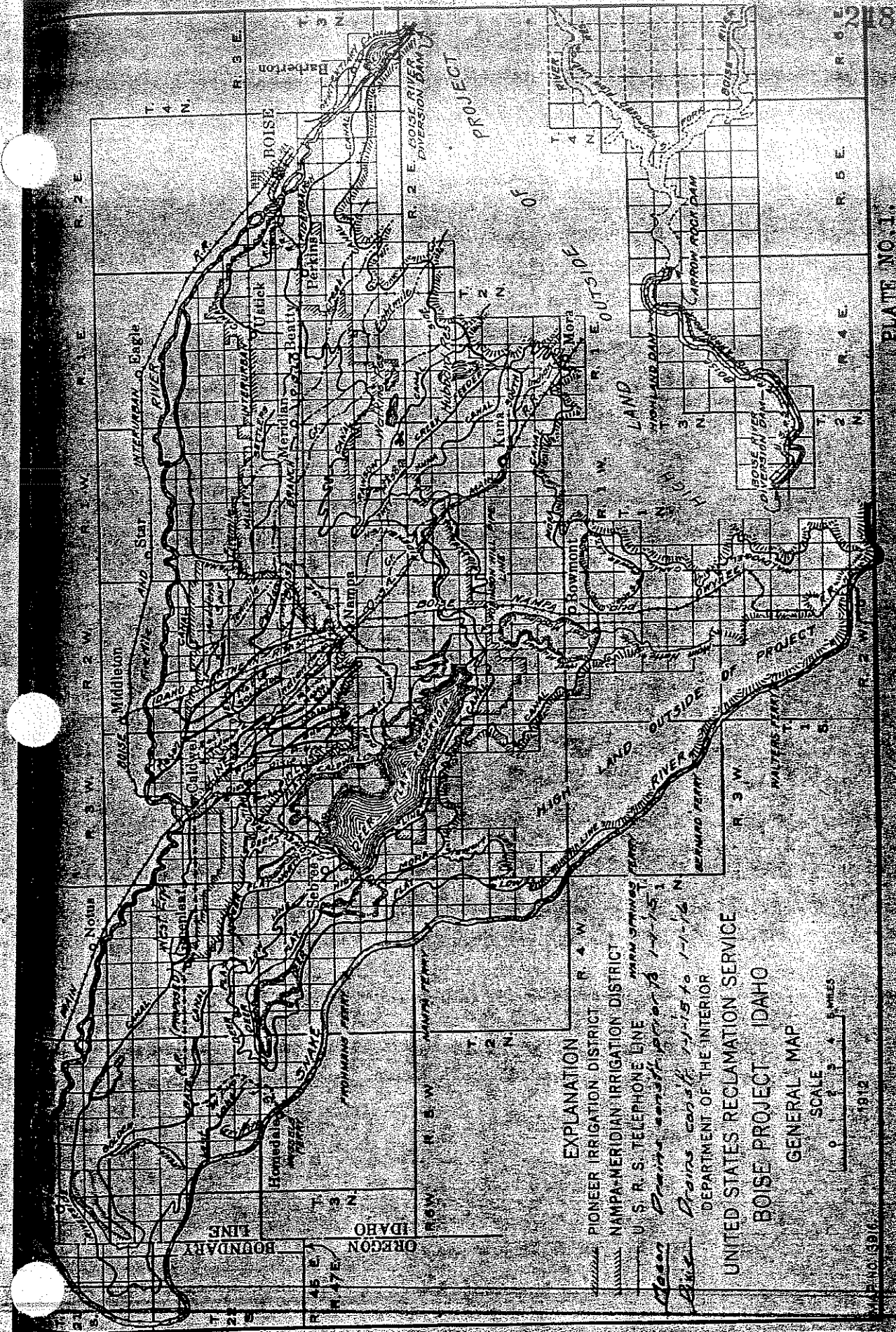
1215

*Construction of
Drainage & the*

EXHIBIT

tabbles

C



EXPLANATION

PIONEER IRRIGATION DISTRICT

NAMPA-MERIDIAN IRRIGATION DISTRICT

U. S. R. S. TELEPHONE LINE

BOISE PROJECT IDAHO

DEPARTMENT OF THE INTERIOR

UNITED STATES RECLAMATION SERVICE

BOISE PROJECT IDAHO

GENERAL MAP

SCALE

0 1 2 3 4 5 MILES

1912

PLATE NO. 1.

Under the terms of the supplemental contract, \$30,000 was set aside for proposed work within the Pioneer Irrigation District on the Pine and Ten Mile Creek Drains, in cooperation with the Arroyo-Meridian Irrigation District. When work under the original contract was about completed, it became evident that sufficient funds would be left out of the \$450,000 appropriation to accomplish this cooperation work, and also for other work to the approximate cost of \$75,000, if the same appeared necessary. The Board of

Arroyo-Meridian Irrigation District, at its regular meeting held on the 14th day of March, 1910, passed a resolution authorizing the Board of Pioneer Irrigation District to enter into a cooperative arrangement with the Arroyo-Meridian Irrigation District for the purpose of accomplishing the work contemplated in the supplemental contract.

The work accomplished under these Pioneer District expenditures are shown in Table No. 1, attached.

The work accomplished under these Pioneer District expenditures was principally for the purpose of constructing the Pine and Ten Mile Creek Drains, and for the purpose of constructing the Arroyo-Meridian Drain. The work was accomplished during the year, and the results of the work are shown in Table No. 1, attached. The work was accomplished during the year, and the results of the work are shown in Table No. 1, attached.

The principal items of work on Project watered lands were preliminary water studies in the Arena Sub-division. In this section about twelve well points were placed for

It should be understood that these areas referred to as
swept, are not necessarily entirely unproductive. The
alkali brought to the ground surface as a result of a high
water table does not appear in dangerous quantities at once,
and lands with ground water within from four to six feet will
often remain productive for several years. However, it is
usually only a question of time until alkali does appear
and damage is wrought. For this reason it is economical to
accomplish drainage as soon as the ground water reaches a
height where capillary action causes surface evaporation,
and before the alkali has accumulated in damaging quantities.

Personnel: The writer is in direct charge of the drain-
age investigations and location work, and has been assisted
by J. B. Engineer, Mr. Green and Instrumentmen; C. E. Rob-
inson, on canal drainage locations in the Mormon-Meridian
District, and by Junior Engineer, R. E. Ford and Instrument-
men, R. C. Keener on construction, location and investiga-
tions in the Pioneer District and on miscellaneous areas.

The office work on maps, profiles and right of way
descriptions has been accomplished by H. S. Williams to
April 1st, and later by C. W. Minworth.

The time-keeping and accounts has been in charge of C. H.
all throughout the year.

CONSTRUCTION OF DRAINS

Plans and Progress: The drains built during the

For the 1990s

[illegible]

The Service did all the work on this structure including No. 3 machine to April 15th, then as operator on No. 1 to false work for track protection.

November 1st, and then No. 3 for remainder of the year;

Two typical plans of drainage culverts are shown in G. H. Water, Chief Operator on No. 3 machine until November 1st, the appendix, (Plan C-3964) 24" cast iron pipe culvert on Midway Drain under Oregon Short Line Railroad and Caldwell Canal, and (Plan 4036) double 48" reinforced concrete pipe, on Five Mile Drain under Idaho Northern Branch of the Oregon Short Line Railroad. This latter plan was approved by the Railroad Company, but had not been installed at the close of the year.

Operator on No. 1 until April 15th; W. G. Jeannet, Operator on No. 3 until April 15th; H. Lillburn, Operator on No. 1 until April 15th; L. L. Brownell, Operator on No. 3 until April 15th.

A yard for manufacturing tile was maintained in Caldwell, and operated as necessary throughout the year. The tile were made in 6' lengths, and were reinforced with soft steel wire wound in helical coils, on 4" and on 2" spacing. The 48" tile were made with a 3 1/2" shell thickness, and the 30 1/2" tile with a 2 1/2" shell thickness. 84 tile of the smaller size, and 21 of the larger size were made and installed during the year.

The electrical work and transmission line construction was in charge of C. L. Harris. The operation of the excavator and the 30 1/2" tile with a 2 1/2" shell thickness. 84 tile of the smaller size, and 21 of the larger size were made and installed during the year.

The office records, and the materials and time account were in charge of Mr. F. T. Crowe was in direct charge of the foregoing described construction up to April 1st, when he was transferred to Jackson Lake. The writer was in charge for the remainder of the year.

The dragline operators and chain machine assignments for the year were as follows: Raleigh Wirth, Chief Operator on No. 1 machine to November 1st, then No. 3 machine until November 1st, then No. 3 machine until November 1st. The dragline completed in the Pioneer District was for on No. 1 machine to November 1st, then No. 3 machine until November 1st. The dragline completed in the Pioneer District was for on No. 1 machine to November 1st, then No. 3 machine until November 1st.

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DEPARTMENT OF THE INTERIOR

UNITED STATES GEOLOGICAL SURVEY

WATER RESOURCES DIVISION

REPORT

WATER RESOURCES DIVISION, WASHINGTON, D.C.

EXHIBIT

tabbles

D

acreage of from 18,000 to 20,000 acres and the companies have sold stock amounting to 277 second-feet. That portion of this amount to which the company is entitled from the unregulated flow of the Boise River the United States carries and deliveries under contract signed March 3, 1906. At the end of the year an equitable charge is made against these companies based on the contract, in which the cost to them is made proportional to the entire cost of operating and maintaining the canals and laterals through which the water of the two companies is carried; the charges being directly proportional to the amount of water carried. In operating and maintaining the system through which New York water is delivered, the United States assumes control of the enlarged system furnishing all labor and material, the proportional part of the cost of which is covered by the annual charge against the companies interested made at the end of the year.

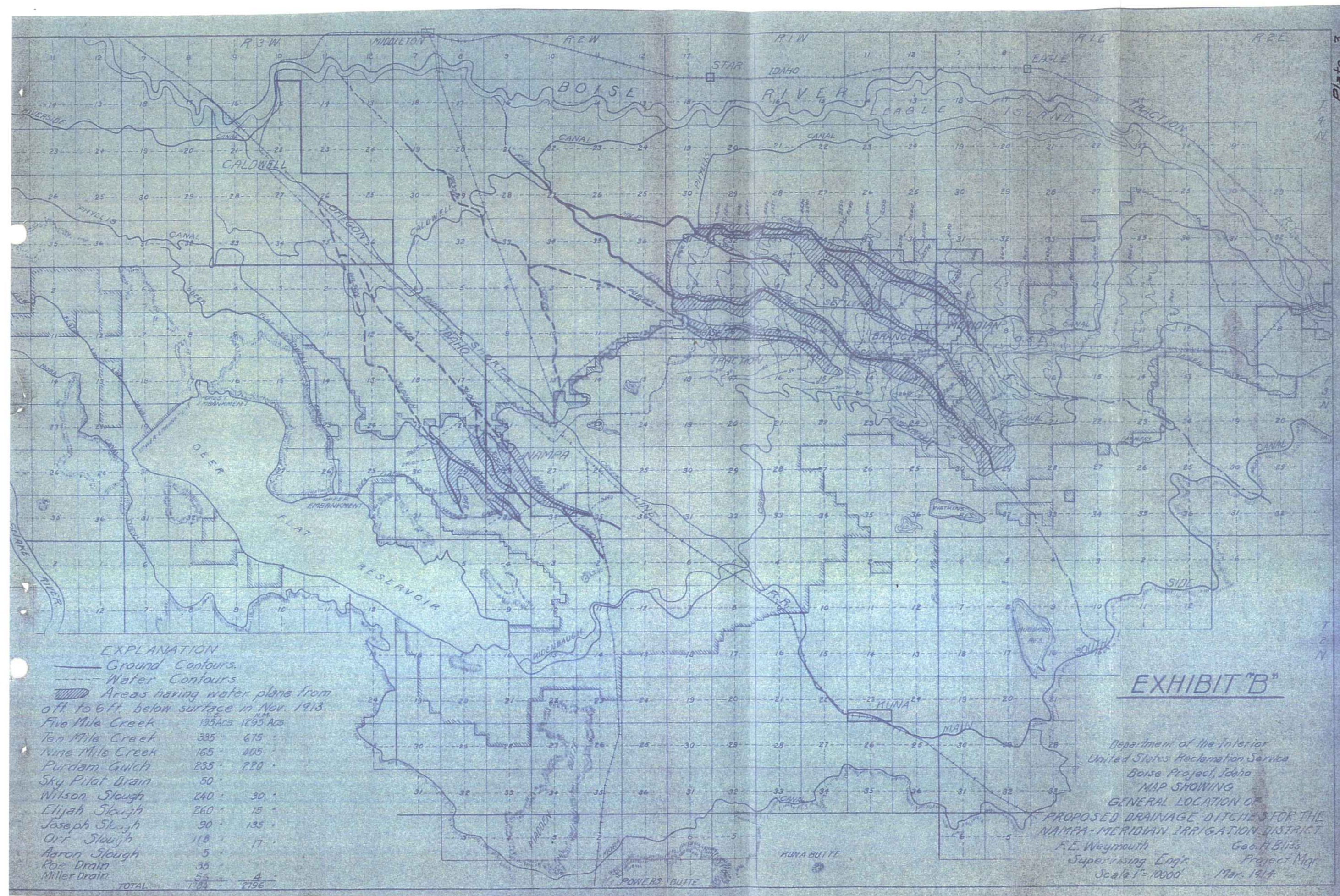
Parallel to the Main Canal and lying about three miles north of it is one of the Oldest irrigation systems in the valley, known as the Ridenbaugh or Nampa-Meridian Irrigation System, embodying about 55,000 acres. Below or north of the Ridenbaugh Canal and included in the 55,000 acres are bodies of land which have no water right under the Ridenbaugh Canal and which are dependent on the United States for water. A

contract has been entered into between the United States and the Ridenbaugh Canal, this also has been

States and the Hampa-Meridian Irrigation District, whereby the officers of the District, through riders employed by them, agree to deliver water to Government users within their district drawing from their supply of water which is replenished at various points along their canal by means of natural and artificial feeders running north from the Government canal. At the end of the year the Hampa-Meridian Irrigation District submits a bill for operation and maintenance to the Reclamation Service based on the acreage served during the year.

Acreage Irrigated.

In addition to 18,000 acres of land covered by New York Canal stock, there were irrigated during 1912 on the Boise Project 43,725 acres of land of which 24,241 were above the Deer Flat Reservoir and 19,484 below. There were capable of irrigation under the constructed system over 200,000 acres of land or practically the entire acreage of the completed project. The remaining acreage to be reclaimed by the proposed canal system is that covered by several pipe lines of which the Chance, Brock, Macy and Elwood are now completed for operation during 1913. For the flood water lands or those lying above the Deer Flat Reservoir the irrigation season terminated on August 12th, except for such lands as could be irrigated with approximately 90 second feet of water transferred from the Riverside Canal. This also was prac-



EXPLANATION

—	Ground Contours.
- - -	Water Contours
	Areas having water plane from off to 6 ft. below surface in Nov. 1913.
Five Mile Creek	135 Acs. 1295 Acs.
Ten Mile Creek	335 675
Nine Mile Creek	165 405
Purdum Gulch	235 220
Sky Pilot Drain	50
Wilson Slough	240 30
Elijah Slough	260 15
Joseph Slough	90 135
Orr Slough	118 17
Aaron Slough	5
Roe Drain	35
Miller Drain	55 4
TOTAL	1794 2196

EXHIBIT "B"

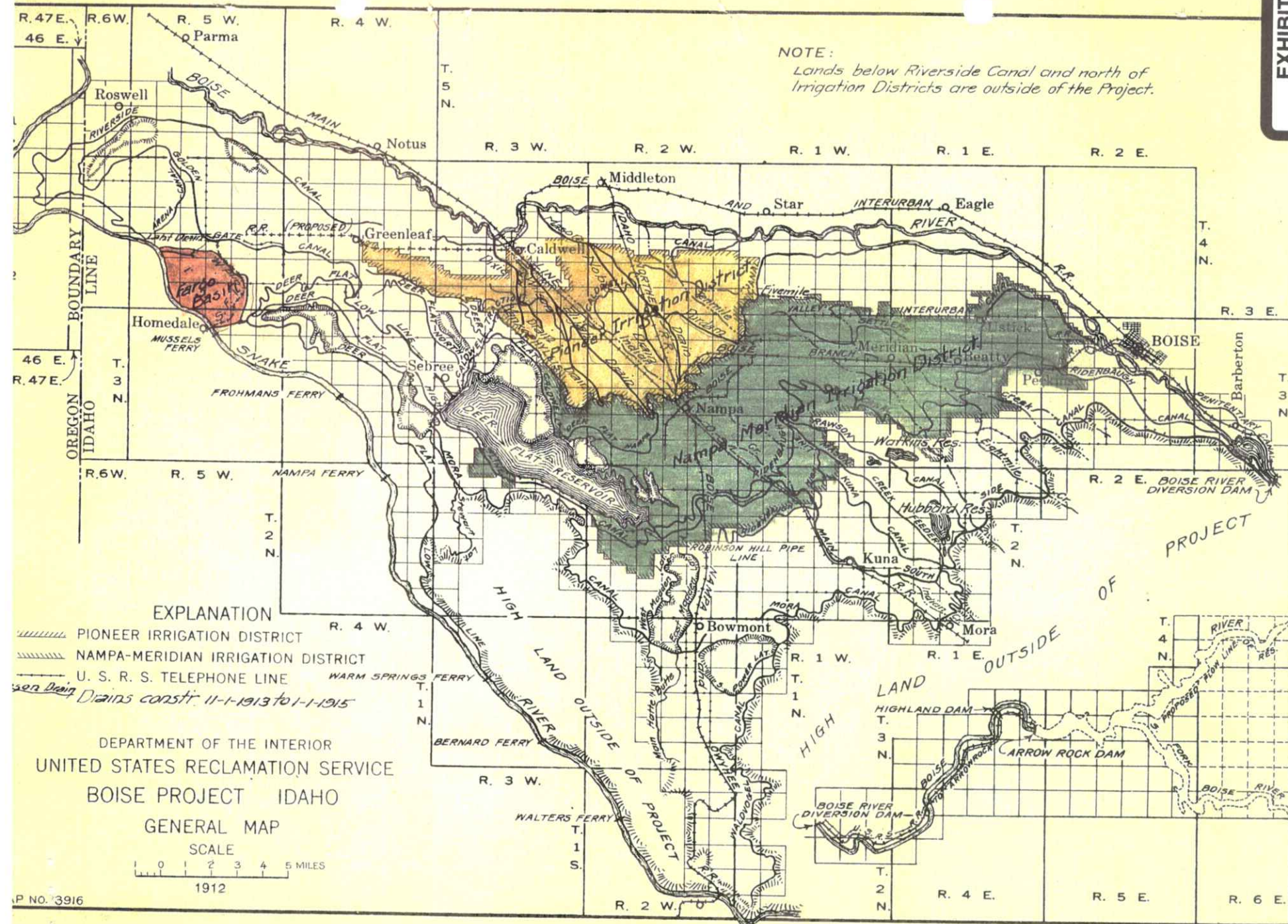
Department of the Interior
 United States Reclamation Service
 Boise Project, Idaho
 MAP SHOWING
 GENERAL LOCATION OF
 PROPOSED DRAINAGE DITCHES FOR THE
 NAMPA-MERIDIAN IRRIGATION DISTRICT
 F.E. Weymouth Geo. H. Bliss
 Supervising Engr. Project Mgr.
 Scale 1"=1000' Mar. 1914

EXHIBIT

E

NOTE:

Lands below Riverside Canal and north of
Irrigation Districts are outside of the Project.



PROJECT

OF

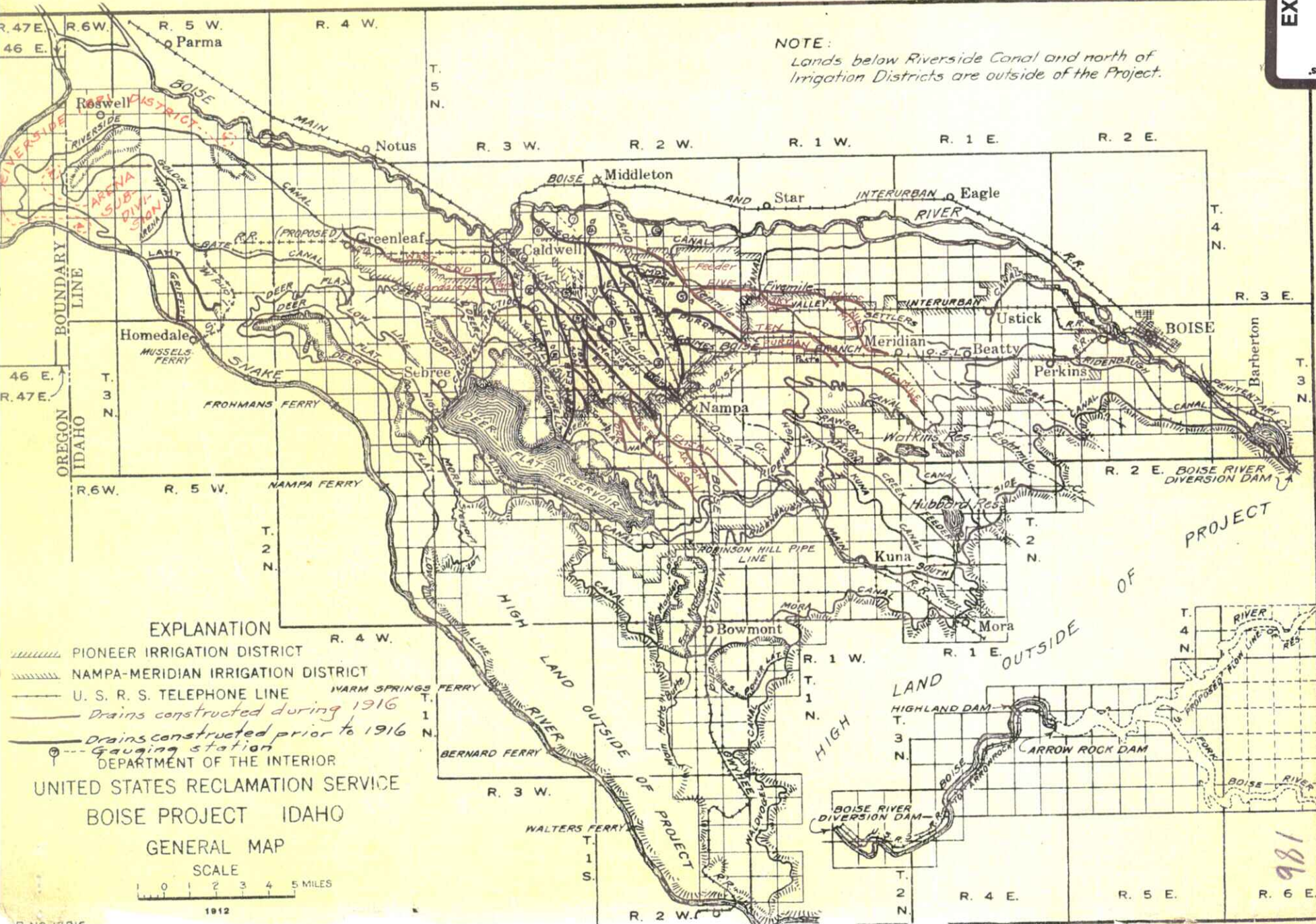
LAND
OUTSIDE

HIGH

LAND
OUTSIDE
OF
PROJECT

Plate 1.

NOTE:
Lands below Riverside Canal and north of
Irrigation Districts are outside of the Project.

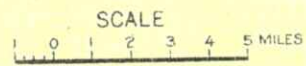


- EXPLANATION
- PIIONEER IRRIGATION DISTRICT
 - NAMPA-MERIDIAN IRRIGATION DISTRICT
 - U. S. R. S. TELEPHONE LINE
 - Drains constructed during 1916
 - Drains constructed prior to 1916
 - Gauging station
 - DEPARTMENT OF THE INTERIOR

UNITED STATES RECLAMATION SERVICE

BOISE PROJECT IDAHO

GENERAL MAP



1912

D. NO. 13016

PROJECT

OF

LAND

HIGH

LAND OUTSIDE OF PROJECT

186

PLATE NO. 1

EXHIBIT

H

tabbles



P4-100-3348 Electric dredge excavating Purdam Slough Drain on Lemp's ranch. Arrowrock Division, Boise Project, ID. USBR photo by Walt Lubken. Jun 22, 1914.



P4-100-3347 Electric dredge excavating Purdam Slough Drain on Lemp's ranch. Arrowrock Division, Boise Project, ID. USBR photo by Walt Lubken. Jun 22, 1914.