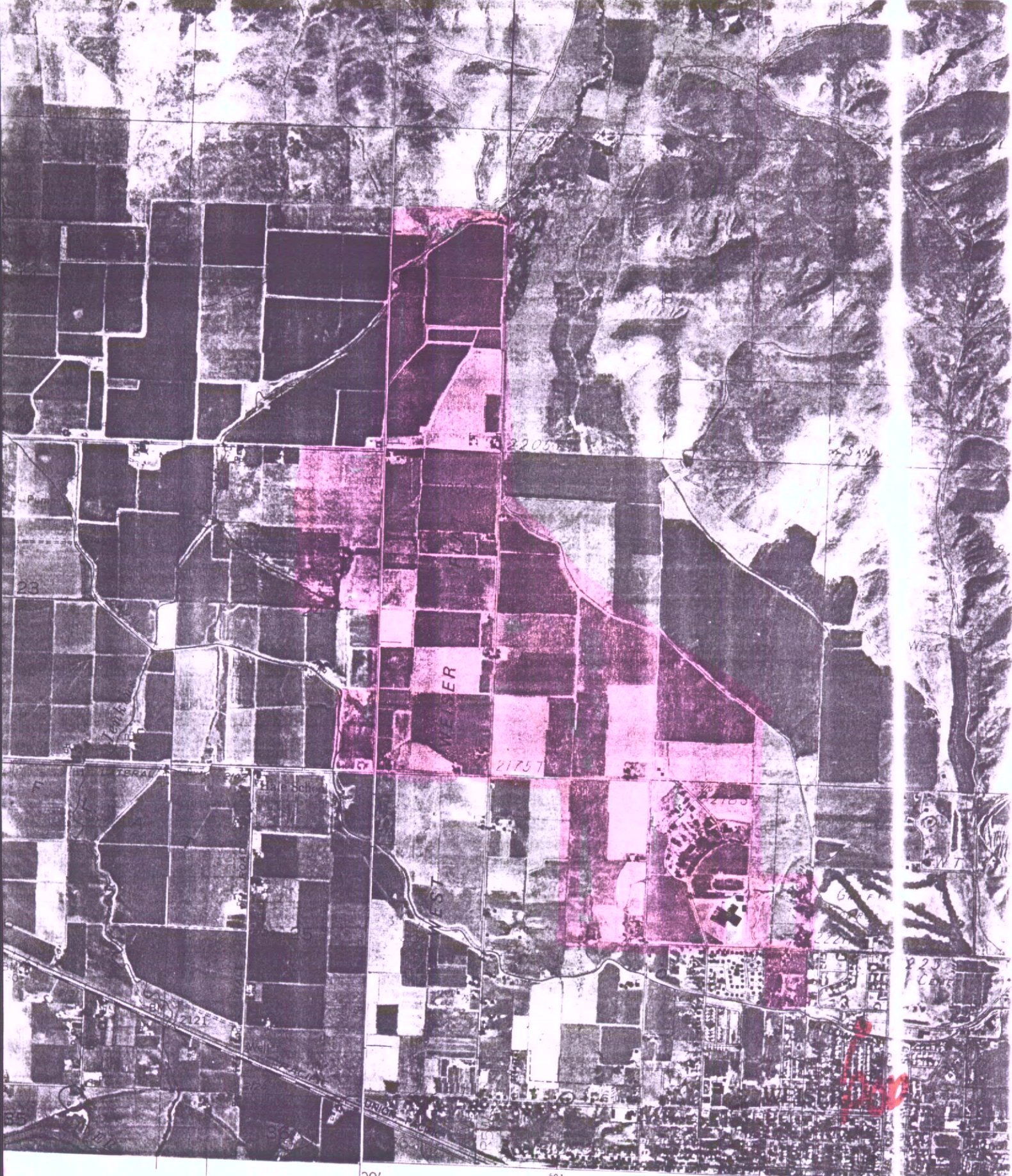




Produced and published by the Geological Survey

Aerial photograph prepared from 1:76,000-scale
Aerial photograph taken August 3, 1974

Projection and 10,000-foot grid ticks: Idaho coordinate
system, west zone (transverse Mercator)
1000-metre Universal Transverse Mercator grid,
zone 11. 1927 North American datum

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MASTER'S DEED

THIS INDENTURE, Made and entered into this 15th day of April, 1925, between W G Sloan of Boise, Idaho, as Special Master Commissioner appointed by the District Court of the United States for the District of Idaho, Southern Division, party of the first part, and L F Easton of LaCrosse, Wisconsin, party of the second part,

WITNESSETH: That whereas a decree was made and entered by said Court on the 12th day of February 1925, in a suit then pending in said Court in which L F Easton was plaintiff and Weiser Bench Irrigation Company, a corporation, Butterfield Livestock Company, Limited, a corporation, The Intermountain Institute, a corporation, and W F Roberson were defendants, wherein and whereby it was adjudged and decreed that plaintiff should recover from defendants the aggregate sum, including interest, attorneys fees and costs, of \$48,804.23, together with interest at 7% per annum from the date of entry of said decree, and

WHEREAS it was further adjudged and decreed that said sums of money were a first charge and prior lien upon all of the property described in said decree, and which is hereinafter described in this indenture, and

WHEREAS, it was further provided by said decree that unless the defendant Weiser Bench Irrigation Company should on or before the 25th day of February 1925, pay or cause to be paid to plaintiff the amount of money in said decree adjudged to be due to it and said decree should be sold as an entirety, in one parcel, without valuation, appraisal, or redemption, at public auction, to the highest bidder or bidders, at the front door of the Courthouse in Weiser, County of Washington, State of Idaho, on the day to be fixed by said Special Master Commissioner, and the published notice of the time and place, manner and conditions of said sale should be given by publication, describing the property to be sold, the terms of sale and the time and place of said sale, said publication to be at least once a week for four successive weeks preceding the date of said sale in a newspaper published and in general circulation in Washington County, State of Idaho, and

WHEREAS, it was provided by the terms of said decree that any of the parties to said suit might bid and purchase at said sale; and

WHEREAS, it was further provided in said decree that the purchaser or purchasers, his or their assigns, should take and hold said property, free and clear of all the liens or claims of any of the parties to said suit, and

WHEREAS, neither said defendant, Weiser Bench Irrigation Company, or any other defendant in said cause, nor any one in its or their behalf, made payment of the sums adjudged by said decree to be due as aforesaid, and

WHEREAS, said Special Master Commissioner, upon such default being made in the payment of said sums of money, and in accordance with the terms of said decree, fixed as the day and hour for said sale the 6th day of April, 1925, at two o'clock in the afternoon of said day, and did cause notice of said sale to be advertised by publication as in said decree provided, and

WHEREAS, said Special Master Commissioner, in obedience to said decree, did on the 6th day of April, 1925, at two o'clock in the afternoon of said day, at the front door of the County Courthouse, in Weiser, Washington County, Idaho, sell as an entirety, and in one parcel, without redemption, the property hereinafter described and described in said decree of foreclosure, at which sale the said property was struck off and sold to L F Easton, the plaintiff in the action in which said sale was ordered for the sum of \$35,006.00, he being the highest and best bidder, and that being the highest and best bid therefor, and

WHEREAS, said Special Master Commissioner did thereafter make and file the report of his said sale to the District Court of the United States for the District of Idaho, and

WHEREAS, by an order duly entered in said court and cause on the 13th day of April, 1925, upon due notice and consent by all the parties to said cause, said sale was confirmed and made absolute in said L F Easton, the party of the second part to this indenture,

NOW, THEREFORE, in pursuance of the authority vested in me by said decree, and pursuant to the instructions of the court therein and in the order of confirmation of sale in consideration of the sum of \$35,006.00 to me paid in accordance with the terms and conditions of said decree and of said sale by L F Easton, the party of the second part, have granted, bargained, sold, transferred, conveyed, assigned and set over, and by these presents do grant, bargain, sell, transfer, convey, assign and set over unto said L F Easton, the party of the second part, in fee simple, all the right, title and equity of redemption of the Weiser Bench Irrigation Company, and of every other party in the above named cause, and of every person or persons claiming through or under any of said parties of, in and to, all and singular the property, lands, rights and franchises in and by said decree ordered to be sold, to-wit:

All of the right, title and interest belonging to Weiser Bench Irrigation Company in and to that certain reservoir known as the Crane Creek Reservoir and the water rights in connection therewith, hereinafter more particularly described, located in Washington County, Idaho, said right being the right perpetually annually to store and impound in said reservoir 6,700 acre feet of water of Crane Creek and its tributaries, and a proportionate interest in said reservoir and the water rights in connection therewith. Said Crane Creek

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h. Said Crane Creek

Reservoir is more particularly described as follows:

(a) That certain reservoir dam located in the Southeast quarter of the south-east quarter of Section 19, Township 12 North, Range 2 West of Boise Meridian, together with all excavations, embankments, spillways, conduits and structures used in connection therewith.

(b) All lands flooded by said reservoir, said lands being located in Sections 1, 2, 10, 11, 12, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 26, 27, 28, 29 and 30, in Township 12 North, Range 2 West of the Boise Meridian, including all rights granted by the Government of the United States through the approval, on October 26, 1907, by Thomas Ryan, acting Secretary of the Interior, of that certain application for reservoir right of way, according to the map and plat thereof, a duplicate of which is on file in the United States Land Office at Boise, Idaho, and all rights granted by the Government of the United States through the approval, on August 22, 1913, by the Secretary of the Interior, of that certain application for right of way for reservoir and spillway purposes, according to the map and plat thereof, a duplicate of which is on file in the said United States Land Office at Boise, Idaho, which maps and plats are hereby referred to for a more particular description of the rights of way so granted.

The water rights hereby conveyed are more particularly described as follows:

These certain water permits numbered respectively 1720, 6830 and 6834, issued from the office of the State Engineer of the State of Idaho to Edwin D Ford;

These certain water permits No R228 for 50,000 acre feet of the waters of Crane Creek, and No 14,823 for 300 second feet of the waters of Crane Creek issued from the office of the Commissioner of Reclamation of the State of Idaho to Edwin Snow, with priority dating from on or about April 9, 1920; all of said permits relating to the appropriation of the waters of Crane Creek and its tributaries, together with all water appropriations and water rights not herein particularly specified heretofore appropriated by or on behalf of or in the interest of any of the owners of interests in said Crane Creek Reservoir for use in connection with said reservoir.

Also all of the rights claimed by Weiser Bench Irrigation Company from the Weiser Irrigation District, a corporation of Washington County, Idaho, under which the Weiser Bench Irrigation Company acquired a right to annually transmit and carry through the canal of the Weiser Irrigation District 2,000 miner's inches of water during each irrigation season perpetually for the irrigation of the lands of the stockholders of the Weiser Bench Irrigation Company, all of which more fully appears in that certain contract between the Weiser Bench Irrigation Company and the Weiser Irrigation District, which contract is dated the 4th day of December, 1918, and recorded in Book 2 of contracts in the office of the County Recorder of Washington County, Idaho, at pages 290-296.

Also that certain application to the State of Idaho for permit to appropriate the flood waters of the Weiser River, which application was made by the Weiser Bench Irrigation Company, on the 1st day of March, 1923, and which application is number 22357 now of Record in the office of the Department of Reclamation of the State of Idaho.

Also the following described lands, located in Washington County, Idaho, to-wit: Beginning at a point in said Northwest quarter of Southwest Quarter of Section 29, whence the west quarter corner of Section 29 bears north 25 feet and south 89 degrees 47' west 903 feet, and running thence south 300 feet; thence north 89 degrees 47' East 10 feet; thence South 800 feet; thence South 89 degrees 47' West 60 feet; thence South 171'

to the Weiser Irrigation District Canal; thence South 80 degrees 34' East 101.4 feet along said canal; thence leaving canal North 188 feet; thence South 89 degrees 47' West 20 feet; thence north 1100 feet to the County Road; thence South 89 degrees 47' West 30 feet to place of beginning, all in Township 11 North of Range 5 West B M, and containing an area of .986 of an acre. Together with all buildings, and pump houses thereon, including all motors, pumps, machinery, and all other equipment in the pump houses and buildings located on said lands hereinbefore described. Also the wooden conduit pipe leading from said pumps to the canal of the Weiser Bench Irrigation Company, which wooden conduit is approximately 2640 feet in length and runs from said pump house for said distance in a northerly or northwesterly direction to the head of the irrigation canal of the Weiser Bench Company, in Section 29, Township 11 North of Range 5 West B M; and also about six miles of irrigation canal belonging to the Weiser Bench Irrigation Company, including all right-of-way for said canal and all laterals leading from the canal belonging to said Weiser Bench Irrigation Company, said main canal beginning at said point in section 29, in Township 11 North of Range 5 W B M, and runs thence in a northwesterly direction across sections 29, 30, 19 and 18, in Township 11 North of Range 5 West B M, Sections 13, 12, 14, 11, 10 and 15 in Township 11 North of Range 5 W B M.

Also all rights-of-way, water, water rights, easements, lands and assets of any kind, belonging to the said Weiser Bench Irrigation Company, a corporation.

Together with all and singular the privileges, tenements, hereditaments and appurtenances, water, water rights, ditches, laterals, rights-of-way, franchises and appropriations thereunto belonging or in anywise appertaining.

Also all the rents, revenues and profits from the said mortgaged premises to date of sale under this decree.

TO HAVE AND TO HOLD unto L. F. Easton, his heirs and assigns forever, in fee simple estate, together with all the rights, privileges, appurtenances and immunities thereunto appurtenant, and to enjoy the same free and discharged of all the title, interests, liens and encumbrances of all the parties in said decree mentioned and free from all redemption.

IN WITNESS WHEREOF, the party of the first part, by virtue of authority vested in him as aforesaid, has hereunto set his hand and seal this 18th day of April, 1925.

Signed in the presence of:

W. G. SLOAN
Special Master Commissioner

STATE OF IDAHO }
County of Ada } SS

On this 24th day of September A.D. 1925, personally appeared before me, the undersigned, a Notary Public in and for said State of Idaho, duly appointed, qualified and commissioned as such, W. G. Sloan, Special Master Commissioner, whose name is signed to the foregoing instrument and who is personally known to me to be the same person described in and who executed the foregoing deed as special master commissioner, and who is personally known to me to be such special master commissioner, and he duly acknowledged the execution of the foregoing instrument to be his act and deed, and that he executed the same as his free and voluntary act for the uses and purposes therein set forth, and as such Special Master Commissioner.

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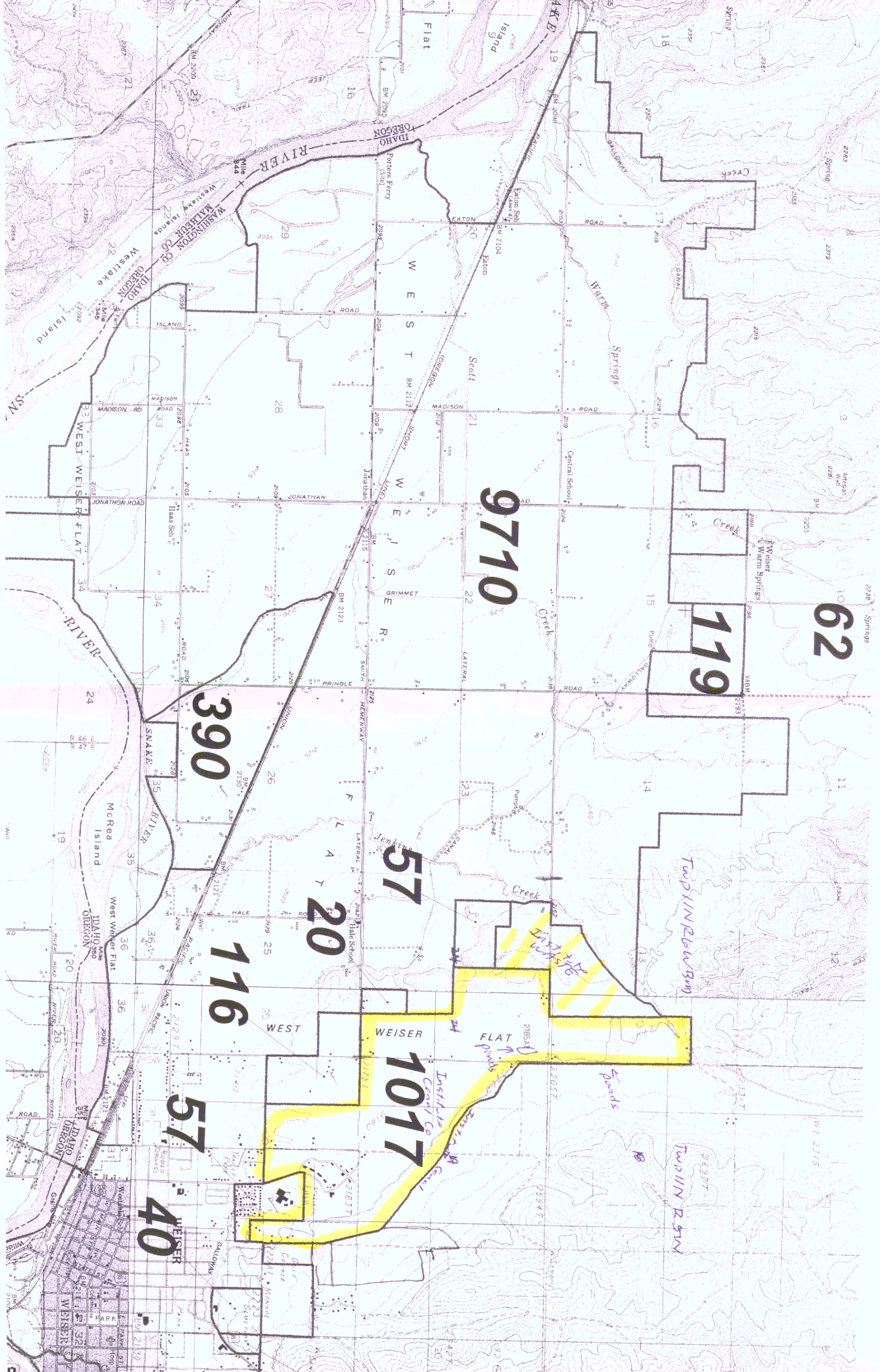
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Note to reviewer:
See "Objection"
from ~~the~~ Weiser
Irrig. Dist.

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

IN RE THE GENERAL ADJUDICATION
OF RIGHTS TO THE USE OF WATER FROM
THE SNAKE RIVER BASIN WATER SYSTEM.

CIVIL CASE NUMBER: 39576

Ident. Number: A67-04250
Date Received: 10/04/1989
Receipt No: MO24806
Received By: AS

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: INSTITUTE CANAL CO., INC. 208-549-1967
Address: 1165 OLDS FERRY RD.
WEISER, ID 83672

2. Date of Priority: APR 01, 1918

3. Source: WEISER RIVER Trib. to: SNAKE RIVER

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
11N	04W	35	SE	NE	NE		WASHINGTON
	05W	29	SE	NW	SW		WASHINGTON

5. Description of diverting works:
HEADGATE ON GALLOWAY DITCH- DELIVERED THRU GALLOWAY DITCH

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
IRRIGATION	04/15	10/15	16.000		

7. Total Quantity Appropriated is:
16.000 C.F.S. (and/or) A.F.A.

8. Total consumptive use is 2800.0 Acre Feet Per Annum.

9. Non-irrigation uses:

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
11N	05W	19	NW	NW		IRR	4.0
			SW	NW		IRR	36.0
			SE	NW		IRR	3.0

A67-04250

Page 1

Date: 10/04/89

MICROFILMED

OCT 02 1992

10. Place of Use: Continued

Township	Range	Section	1/4	of	1/4	Lot	Use	Acres
11N	05W	19	NE		SW		IRR	37.0
			NW		SW		IRR	40.0
			SW		SW		IRR	40.0
			SE		SW		IRR	40.0
			NW		SE		IRR	17.0
			SW		SE		IRR	40.0
			SE		SE		IRR	20.0
			Section Acres					277.0
		30	NE		NE		IRR	38.0
			NW		NE		IRR	33.0
			SW		NE		IRR	27.0
			SE		NE		IRR	15.0
			NE		NW		IRR	40.0
			SE		NW		IRR	30.0
			NE		SE		IRR	5.0
			Section Acres					188.0
	06W	13	SE		NE		IRR	16.0
			NE		SE		IRR	40.0
			SE		SE		IRR	39.0
			Section Acres					95.0
		24	NE		NE		IRR	40.0
			NW		NE		IRR	30.0
			SW		NE		IRR	30.0
			SE		NE		IRR	40.0
			NE		SE		IRR	40.0
			SW		SE		IRR	20.0
			SE		SE		IRR	40.0
			Section Acres					240.0
			Total Acres					800.0

11. Place of use in counties: WASHINGTON

12. Do you own the property listed above as place of use? YES

13. Other Water Rights Used:
A67-10557 & A67-10558

14. Remarks:

THIS CLAIM IS FOR FLOOD WATER ON THE WEISER RIVER.
A67-04250

Page 2

Date: 10/04/89

MICROFILMED

OCT 02 1992

14. Remarks: Continued

THE WATER IS DIVERTED FROM THE WEISER RIVER AT THE POD T11N, R4W, SECTION 35 AND REDIVERTED INTO THE IV=NSTITUTE CANAL CO. DITCH AT THE POD IN T11N, R5W, SECTION 29.

SEE CLAIM A67-10557 FOR DESCRIPTION OF DIVERSION SYSTEM.

INSTITUTE CANAL CO. IS OWNED BY THE SHARE HOLDERS.

15. Basis of Claim: BENEFICIAL USE

16. Signature(s)

(a.) By signing below, I/We acknowledge that I/We have received, read and understand the form entitled "How you will receive notice in the Snake River Basin Adjudication." (b.) I/We do _____ do not X wish to receive and pay a small annual fee for monthly copies of the docket sheet.

Number of attachments: 1

For Organizations:

I do solemnly swear or affirm that I am Secretary of

INSTITUTE CANAL CO INC, that I have signed the foregoing

document in the space below as Secretary of

INSTITUTE CANAL CO. INC and that the statements contained in the foregoing document are true and correct.

W. L. Johnson
Signature of Authorized Agent

Sec. INSTITUTE CANAL CO. INC
Title and Organization

OCT. 4, 1989
Date

State of Idaho)
County of Washington) SS.

Subscribed and sworn (or affirmed) before me this 4th day
of October 19 89

Anna Baunhoff
Notary Public

Seal

Residing at Anna Baunhoff, Notary Public
Residing at Boise, Idaho
My Commission Expires December 7, 1994



00' 501 502 180 000 FT 503 5

Produced and published by the Geological Survey

Aerial photograph prepared from 1:76,000-scale

117 Aerial photograph taken August 3, 1974

Projection and 10,000-foot grid ticks: Idaho coordinate system, west zone (transverse Mercator)

1000-metre Universal Transverse Mercator grid.

Zone 11: 1927 North American datum

MICROFILMED

OCT 02 1992

0°03' 19" 15 MILS

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State of Idaho

DEPARTMENT OF WATER RESOURCES

Western Region, 2735 Airport Way, Boise, Idaho 83705-5082 - (208) 334-2190

FAX (208) 334-2348

PHILIP E. BATT
GOVERNOR

KARL J. DREHER
DIRECTOR

September 5, 1995

JAY EDWARDS
WEISER VALLEY TITLE
PO BOX 591
WEISER, ID 83672

Re: Institute Canal Co., Inc.

Dear Jay:

Enclosed are copies of the claims filed by Institute Canal Company in the Snake River Basin Adjudication. If you have any questions regarding these claims, please feel free to contact our office.

Sincerely,

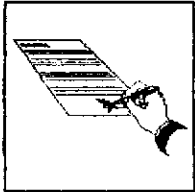
Adjudication Section
Department of Water Resources
Western Region

LH:l

Enclosures

MICROFILMED

OCT 23 1996



CLOSINGS-ESCROWS
TITLE INSURANCE

WEISER VALLEY TITLE, INC.

POB 591
128 EAST MAIN ST.
WEISER, ID 83672
(208) 549-1792

August 28, 1995

RECEIVED

AUG 30 1995

IDWR WESTERN REGION
2735 AIRPORT WAY
BOISE, IDAHO 83705

WATER RESOURCES
WESTERN REGION

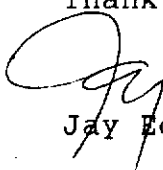
RE: INSTITUTE CANAL CO., INC.

Dear Sir:

I am doing research on the water rights in the Weiser area. Would you please provide a list of the water rights with a copy which are owned by the Institute Canal Co. The land they irrigate is in Twp. 11 N., R. 5 W. B.M. sections 19 and 30 and in Twp. 11 N., R. 6 W. B.M. Sections 13 and 24. I have been told that they have 3 listings A67-10557, A67-10558 and A67-04250.

If there is any cost, please bill me.

Thank you for your help.


Jay Edwards

MICROFILMED
OCT 23 1996

65-414-1792

Weiser Irrigation District
P.O. box 591
Weiser, Idaho 83672
208-414-1792
fax 208-414-1794

October 23, 2002

Lori Graves
Sr. Water Resource Agent
Western Regional Office
2735 Airport Way
Boise, Idaho 83705-5082

RECEIVED
OCT 24 2002
WATER RESOURCES
WESTERN REGION

RE : Institute Canal Co.

Dear Lori:

In 1918 the Weiser Irrigation District entered into an agreement with the Weiser Bench Irrigation Company to conduct water through our Galloway Canal to about 2500 acres lying outside the District boundary. The Weiser Bench Irrigation Co. was to enlarge the canal to carry 2000 inches over and above the existing 8000 inches at proposed pump site., and secure their own water. Enclosed is a copy of the system.. On March 1, 1923 the Weiser Bench Irrigation Company applied to the Department of Reclamation of the State of Idaho for flood waters of the Weiser River under application No. 22357. Permit No. 15786 to appropriate water was issued to the Weiser Bench Irrigation Co.. A pump house and pipe system was built from the Galloway Canal to the Weiser Bench area. The canal system was foreclosed on by L.F. Easton and he received a Master Deed recorded September 1925 as Instrument No. 46336. The system operated under and agreement dated April 7, 1927. According to the Idaho Department of Water Resource archived records, they contacted Mr. Snow in early 1928 requesting him to submit the completion of work and prove of water application. It was not forth coming. Ed Snow was the attorney in charge of the Weiser Bench Irrigation Co on behalf of Easton. The application and permit was cancelled by Director George Carter on July 25, 1928 and no license was issued. Easton in Deed recorded in Feb 1936 in Book 54 of Deeds at page 502 conveyed all of his interest to the INSTITUTE CANAL COMPANY. Also in 1936 the Galloway Dam was build and a new agreement was entered into with the Institute Canal Co. . It reduced the flow to 800 inches and allowed the use of Crane Creek storage water. In 1954 an amendment was signed. I am enclosing all 3 contracts.

Continued

Institute Canal Co Continued

Enclosed is a map of the 800 acres under the Institute Canal. It is marked in yellow. Additional land to the north and west is irrigated by "overflow" water from the Institute Canal. In early spring, the pumps are left on and 2 - 5 acre and 1 1 acre pond are filled with Weiser River flood water delivered by the Galloway canal. Several hundred acres outside the Institute Canal Co is irrigated . This was brought to the attention of the Institute Canal Secretary and enclosed is her response dated November 7, 1995.

The Weiser Irrigation District objects to the Institute Canal Co. claim of 800 inches under claim No. A67-04250. The Weiser Irrigation District has been providing flood water from its Muir vs Allison Decree and the 1936 license and decree.

Sincerely yours,


Jay Edwards

enc.

MASTER'S DEED

THIS INDENTURE, Made and entered into this 13th day of April, 1925, between W G Glenn of Boise, Idaho, as Special Master Commissioner appointed by the District Court of the United States for the District of Idaho, Southern Division, party of the first part, and L F Easton of LaCrosse, Wisconsin, party of the second part,

WITNESSETH: That whereas a decree was made and entered by said Court on the 12th day of February 1925, in a suit then pending in said Court in which L F Easton was plaintiff and Weiser Bench Irrigation Company, a corporation, Butterfield Livestock Company, Limited, a corporation, The Intermountain Institute, a corporation, and W H Roberson were defendants, wherein and whereby it was adjudged and decreed that plaintiff should recover from defendants the aggregate sum, including interest, attorneys fees and costs, of \$48,004.23, together with interest at 7% per annum from the date of entry of said decree, and

WHEREAS it was further adjudged and decreed that said sum of money were a first charge and prior lien upon all of the property described in said decree, and which is hereinafter described in this indenture, and

WHEREAS, it was further provided by said decree that unless the defendant Weiser Bench Irrigation Company should on or before the 25th day of February 1925, pay or cause to be paid to plaintiff the amount of money in said decree adjudged to be due to it and hereinafter stated, and that in default of such payment all the property described in said decree should be sold as an entirety, in one parcel, without valuation, appraisal, or redemption, at public auction, to the highest bidder or bidders, at the front door of the Courthouse in Weiser, County of Washington, State of Idaho, on the day to be fixed by said Special Master Commissioner, and the published notice of the time and place, manner and conditions of said sale should be given by publication, describing the property to be sold, the terms of sale and the time and place of said sale, said publication to be at least once a week for four successive weeks preceding the date of said sale in a newspaper published and in general circulation in Washington County, State of Idaho, and

WHEREAS, it was provided by the terms of said decree that any of the parties to said suit might bid and purchase at said sale; and

WHEREAS, it was further provided in said decree that the purchaser or purchasers, his or their assigns, should take and hold said property, free and clear of all the liens or claims of any of the parties to said suit, and

WHEREAS, neither said defendant, Weiser Bench Irrigation Company, or any other defendant in said cause, nor any one in its or their behalf, made payment of the sums adjudged by said decree to be due as aforesaid, and

WHEREAS, said Special Master Commissioner, upon such default being made in the payment of said sum of money, and in accordance with the terms of said decree, fixed as the day and hour for said sale the 6th day of April, 1925, at two o'clock in the afternoon of said day, and did cause notice of said sale to be advertised by publication as in said decree provided, and

WHEREAS, said Special Master Commissioner, in obedience to said decree, did on the 6th day of April, 1925, at two o'clock in the afternoon of said day, at the front door of the County Courthouse, in Weiser, Washington County, Idaho, sell as an entirety, and in one parcel, without redemption, the property hereinafter described and described in said decree of foreclosure, at which sale the said property was struck off and sold to L F Easton, the plaintiff in the action in which said sale was ordered for the sum of \$35,006.00, he being the highest and best bidder, and that being the highest and best bid therefor, and

WHEREAS, said Special Master Commissioner did thereafter make and file the report of his said sale to the District Court of the United States for the District of Idaho, and

WHEREAS, by an order duly entered in said court and cause on the 13th day of April, 1925, upon due notice and consent by all the parties to said cause, said sale was confirmed and made absolute in said L F Easton, the party of the second part to this indenture,

NOW, THEREFORE, in pursuance of the authority vested in me by said decree, and pursuant to the instructions of the court therein and in the order of confirmation of sale in consideration of the sum of \$35,006.00 to me paid in accordance with the terms and conditions of said decree and of said sale by L F Easton, the party of the second part, have granted, bargained, sold, transferred, conveyed, assigned and set over, and by these Easton, the party of the second part, in fee simple, all the right, title and equity of redemption of the Weiser Bench Irrigation Company, and of every other party in the above named cause, and of every person or persons claiming through or under any of said parties of, in and to, all and singular the property, lands, rights and franchises in and by said decree ordered to be sold, to-wit:

All of the right, title and interest belonging to Weiser Bench Irrigation Company in and to that certain reservoir known as the Crane Creek Reservoir and the water rights in connection therewith, hereinafter more particularly described, located in Washington County, Idaho, said right being the right perpetually annually to store and impound in said reservoir 8,700 acre feet of water of Crane Creek and its tributaries, and a proportionate interest in said reservoir and the water rights in connection therewith. Said Crane Creek

Reservoir is now

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Reservoir is more particularly described as follows:

(a) That certain reservoir dam located in the Southeast quarter of the southeast quarter of Section 19, Township 12 North, Range 2 West of Boise Meridian, together with all excavations, embankments, spillways, conduits and structures used in connection therewith.

(b) All lands flooded by said reservoir, said lands being located in Sections 1, 2, 10, 11, 12, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 26, 27, 28, 29 and 30, in Township 12 North, Range 2 West of the Boise Meridian, including all rights granted by the Government of the United States through the approval, on October 26, 1907, by Thomas Ryan, acting Secretary of the Interior, of that certain application for reservoir right of way, according to the map and plat thereof, a duplicate of which is on file in the United States Land Office at Boise, Idaho; and all rights granted by the Government of the United States through the approval, on August 22, 1913, by the Secretary of the Interior, of that certain application for right of way for reservoir and spillway purposes, according to the map and plat thereof, a duplicate of which is on file in the said United States Land Office at Boise, Idaho, which maps and plats are hereby referred to for a more particular description of the rights of way so granted.

The water rights hereby conveyed are more particularly described as follows:

These certain water permits numbered respectively 1920, 6830 and 6834, issued from the office of the State Engineer of the State of Idaho to Edwin D Ford;

These certain water permits No R228 for 50,000 were feet of the waters of Crane Creek, and No 14,823 for 300 second feet of the waters of Crane Creek issued from the office of the Commissioner of Reclamation of the State of Idaho to Edwin Snow, with priority dating from on or about April 9, 1920; all of said permits relating to the appropriation of the waters of Crane Creek and its tributaries, together with all water appropriations and water rights not herein particularly specified heretofore appropriated by or on behalf of or in the interest of any of the owners of interests in said Crane Creek Reservoir for use in connection with said reservoir.

Also all of the right claimed by Weiser Bench Irrigation Company from the Weiser Irrigation District, a corporation of Washington County, Idaho, under which the Weiser Bench Irrigation Company acquired a right to annually transmit and carry through the canal of the Weiser Irrigation District 2,000 miner's inches of water during each irrigation season perpetually for the irrigation of the lands of the stockholders of the Weiser Bench Irrigation Company, all of which more fully appears in that certain contract between the Weiser Bench Irrigation Company and the Weiser Irrigation District, which contract is dated the 4th day of December, 1918, and recorded in Book 2 of contracts in the office of the County Recorder of Washington County, Idaho, at pages 290-294.

Also that certain application to the State of Idaho for permit to appropriate the flood waters of the Weiser River, which application was made by the Weiser Bench Irrigation Company, on the 1st day of March, 1923, and which application is number 22387 now of Record in the office of the Department of Reclamation of the State of Idaho.

Also the following described lands, located in Washington County, Idaho, to-wit: Beginning at a point in said Northwest quarter of Southwest Quarter of Section 29, whence the west quarter corner of Section 29 bears north 25 feet and South 89 degrees 47' west 903 feet, and running thence south 300 feet; thence north 89 degrees 47' East 10 feet; thence South 800 feet; thence South 89 degrees 47' West 60 feet; thence South 171'

of April, 1925, between W & J by the District Court of the party of the first part,

ed by said Court on the 12th which L F Easton was plain-field Livestock Company, ion, and W B Roberson d that plaintiff should attorneys fees and costs, date of entry of said

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to the Weiser Irrigation District Canal; thence South 80 degrees 34' East 101.4 feet along said canal; thence leaving canal North 188 feet; thence South 89 degrees 47' West 20 feet; thence north 1100 feet to the County Road; thence South 89 degrees 47' West 30 feet to place of beginning; all in Township 11 North of Range 6 West T.M. and containing an area of .986 of an acre. Together with all buildings, and pump houses thereon, including all motors, pumps, machinery, and all other equipment in the pump houses and buildings located on said lands hereinbefore described. Also the wooden conduit pipe leading from said pumps to the canal of the Weiser Bench Irrigation Company, which wooden conduit is approximately 2660 feet in length and runs from said pump house for said distance in a northerly or northwesterly direction to the head of the irrigation canal of the Weiser Bench Company, in Section 29, Township 11 North of Range 6 West T.M.; and also about six miles of irrigation canal belonging to the Weiser Bench Irrigation Company, including all right-of-way for said canal and all laterals leading from the canal belonging to said Weiser Bench Irrigation Company, said main canal beginning at said point in Section 29, in Township 11 North of Range 6 West T.M. and runs thence in a northwesterly direction across sections 29, 30, 19 and 18, in Township 11 North of Range 6 West T.M., Sections 13, 12, 14, 11, 10 and 15 in Township 11 North of Range 6 West T.M.

Also all rights-of-way, water, water rights, easements, lands and assets of any kind, belonging to the said Weiser Bench Irrigation Company, a corporation.

Together with all and singular the privileges, tenements, hereditaments and appurtenances, water, water rights, ditches, laterals, rights-of-way, franchises and appropriations thereunto belonging or in anywise appertaining.

Also all the rents, revenues and profits from the said mortgaged premises to date of sale under this decree.

TO HAVE AND TO HOLD unto L. F. Easton, his heirs and assigns forever, in fee simple estate, together with all the rights, privileges, appurtenances and immunities thereunto appertenant, and to enjoy the same free and discharged of all the title, interests, liens and encumbrances of all the parties in said decree mentioned and free from all redemption.

IN WITNESS WHEREOF, the party of the first part, by virtue of authority vested in him as aforesaid, has hereunto set his hand and seal this 15th day of April, 1925.

Signed in the presence of:

W. G. SLOAN
Special Master Commissioner

STATE OF IDAHO }
County of Ada } SS

On this 24th day of September A.D. 1925, personally appeared before me, the undersigned, a Notary Public in and for said State of Idaho, duly appointed, qualified and commissioned as such, W. G. Sloan, Special Master Commissioner, whose name is signed to the foregoing instrument and who is personally known to me to be the same person described in and who executed the foregoing deed as special master commissioner, and who is personally known to me to be such special master commissioner, and he duly acknowledged the execution of the foregoing instrument to be his act and deed, and that he executed the same as his free and voluntary act for the uses and purposes therein set forth, and as such Special Master Commissioner.

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1403.00 cash, the receipt of which is hereby acknowledged.

AGREEMENT

1400.00 payable July 1, 1927.

THIS AGREEMENT, Made this 27th day of April, 1927, between L. F. EASTON of LaCrosse, Wisconsin, first party, and INTERMOUNTAIN INSTITUTE, an Idaho corporation, and BOISE TRUST COMPANY, an Idaho corporation, receiver of Butterfield Livestock Company, a defunct corporation, second parties, WITNESSETH:

(1) That first party is the owner of that certain irrigation system near Weiser, Washington County, Idaho formerly belonging to the Weiser Bench Irrigation Company, consisting of an interest in what is known as Crane Creek Reservoir Canal rights, canals, ditches, pumping plant and machinery and pipe lines, all of which is more particularly described in a certain deed from W. G. Sloan, Special Master Commissioner of the United States District Court for the District of Idaho to L. F. Easton, which deed is recorded in book 46 of deeds at page 76, Records of Washington County, Idaho.

(2) That Boise Trust Company, under appointment of the District Court of the Seventh Judicial District of the State of Idaho, in and for Washington County, is the duly appointed, qualified and acting receiver of Butterfield Livestock Company, a defunct corporation, of the State of Idaho, and said Boise Trust Company contracts herein as such receiver and not otherwise.

(3) That for the considerations hereinafter mentioned, first party hereby leases unto second parties for a term extending from this date to the end of the irrigation season of 1927 the said irrigation system, pumping plant and water rights above described for the sum of one thousand one hundred twenty (\$1120.00) Dollars, payable as follows:

CONFIDENTIAL

\$400.00 cash, the receipt of which is hereby acknowledged, will pay and discharge said obligations in full on or before July 15, 1927, \$400.00 payable July 15, 1927, and the following proportions: 52% thereof to be paid by said Intermountain Institute and 48% by said Boise Trust Company. Said expenses consist in part of the following items:

(a) Pro rata expense of the care and operation of Crane Creek Reservoir, including the expense of distribution of water through Weiser Irrigation District Canal, of electric power charge for operation of the pumping plant, of wages of pump operator, upkeep and repair of pumping plant and irrigation works and charges for distribution of water.

It is expressly understood and agreed that first party shall be at no expense whatever in connection with the operation and repair of said system during the term of this lease.

(5) Whereas there are certain operating charges of said system for the year 1926 remaining unpaid, to-wit: A portion of the expense and operation of said Crane Creek Reservoir and the carriage charge for water through said Weiser Irrigation District Canal, these unpaid charges amounting in the aggregate to \$850.00, NOW, THEREFORE, second parties hereby agree with each other and with first party that they

(4) Second parties hereby agree with first party

\$250.00 balance November 1, 1924

\$400.00 balance July 12, 1924

hereby acknowledged
\$400.00 cash the receipt of which is

Will pay and discharge said obligations in full on or before May 15, 1927 in the following proportions: 52% thereof to be paid by said Intermountain Institute and 48% by said Boise Trust Company, Receiver.

(6) Second parties hereby agree with each other that each of them shall be entitled to a pro rata share of the water available from said irrigation system during the period of this lease in the same proportion as they herein respectively agree to pay maintenance and operation charges.

It is further hereby mutually agreed between said second parties that C. W. Luck, a civil engineer of Weiser, Idaho, shall as supervising Watermaster, have charge of the distribution of water and the division thereof between second parties either by a system of rotation of use prescribed by said engineer and/or by headgates or measuring devices capable of being locked as may be prescribed by him. The compensation of said supervising watermaster and the expense of any necessary devices for the division and measurement of said water shall be borne by second parties in the same proportion as other expenses of operation herein defined, and first party shall have no liability therefor.

(7) Second parties hereby agree with first party to maintain said pumping plant and irrigation system in good repair and to suffer or commit no waste or damage thereto during the period of this lease; to perform the covenants by them here- in undertaken respectively; to give up possession of said property at the expiration of this lease, and hereby waive any right to the use of the water from said system after the expiration of this lease.

(8) Any failure by either of second parties to perform promptly any of the terms and conditions by it to be performed respectively shall as to it at once terminate this

LEASE COMBINED...
be being by said Intermountain Institute and said PA said Boise
was in 1932 in the following propositions: 23% thereof to
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lease at the option of first party and any payments upon rental or operation charges theretofore made by such defaulting party shall be retained by first party as the agreed rental for such system up to the time of such default.

(9) It is especially agreed that each of the second parties hereto is contracting herein severally and not jointly with respect to any payments to be made by it, and neither assumes any liability for the other's payment of its share of rental and operation costs. Each of the second parties shall pay one-half of the stipulated rental and of each of the installments herein specified, and each shall pay the operation charges in the proportion hereinbefore defined.

IN WITNESS WHEREOF, the parties hereto have on the day and year first above written caused these presents to be subscribed by their duly authorized officers or agents, and each of the officers or agents signing this lease expressly represent that he has full authority to bind the party for whom he purports to act.

L. F. EASTON

By Edwin Snow
Attorney and Agent.

ATTEST:

ELEDICE P. MORGAN
Secretary.

INTERMOUNTAIN INSTITUTE

By A. H. Morgan
Treasurer

BOISE TRUST COMPANY,
As Receiver for Butterfield
Livestock Company, a defunct
corporation,

ATTEST:

A. J. GAMBLE (?)

C. A. BARTON, Pres.

This agreement made and entered into this 4th day of December, 1918 by and between Weiser Irrigation District a Quasi municipal corporation, located in Washington County, Idaho, the party of the first part and Weiser Bench Irrigation Company, a corporation organized and existing under and by virtue of the laws of the State of Idaho, with it's principal place of business at Weiser, Washington County, Idaho, party of the second part, WITNESSETH:

That, whereas the said party of the first part is the owner of a certain canal, irrigation system, and appurtenances located in Washington county, Idaho which said canal begins at the point about Seven hundred and Forty five (745) feet East and Six hundred and Forty (640) feet South of the Northwest corner of Lot Three, Section Three Township Ten North Range Four West in Washington County Idaho, and running thence in a southwesterly direction through and across the following described tracts of land, to wit:

Begin at River in Dot Three (3) thence Lot Four (4) Section Three (3) Township Ten (10) -Range Four (4) West, thence across lot one (1) Section Four (4) Township Ten (10) North of Range Four (4) West; thence across Southwest quarter of the Southeast quarter and Southeast quarter of the Southwest quarter and Southwest quarter of the Southwest quarter of Section Thirty three (33) Township Eleven (11) North of Range Four (4) West; Thence across North half of the south Half Section thirty two (32) Township Ten (10) North of Range Four (4) West Thence across North half of the South half Section thirty one (31) and across the Southwest quarter of the Southwest quarter, Section thirty one (31) Township Ten (10) North of Range Four (4) West; thence across North half of North half Section One (1) Township Ten (10) North of Range Five (5) West; thence across the Northeast quarter

Section Two (2) Township Ten (10) North of Range Five (5) West; thence across the Southwest quarter of the Southeast quarter of Section Thirty Five (35) Township Eleven (11) North of Range Five (5) West; thence across the Southeast quarter of the Southwest quarter and Northwest Quarter of the Southwest Quarter Section Thirty five (35) Township Eleven (11) North of Range Five (5) West; thence across the North half of the southeast quarter; thence across the Southwest quarter of the Northeast quarter and North half of the Northwest quarter, Section Thirty four (34) Township Eleven (11) North of Range Five (5) West; thence across the South half Section Twenty nine (29) Township Eleven (11) North of Range Five (5) West; thence across the South half Section Thirty (30), Township Eleven (11) North of range Five (5) West; thence across the Northeast quarter, Section Twenty-five (25) Township Eleven (11) North of Range Six (6) West; thence across the Southwest Quarter, Section twenty four (24) Township Eleven (11) North of Range Six (6) West Thence across the Northeast quarter of the Southeast quarter and West half of the Northeast quarter, Section Twenty three, Township Eleven (11) North of Range Six (6) West; thence across the Southwest quarter, Section Fourteen (14) Township Eleven (11) North of Range Six (6) West; thence across the North half Section Fifteen (15) Township Eleven (11) North of Range Six (6) West; thence across north half section Sixteen (16) Township Eleven (11) North Range Six (6) West; thence across the Northeast quarter and into the Southeast quarter of the Northwest quarter of Section Seventeen (17) Township Eleven (11) North of Range Six (6) West.

And Whereas said first party conducts water through said canal each year, and has so conducted water for a number of years past, to irrigate the lands lying in said Weiser Irrigation District, which said lands require and are being furnished by first party to irrigate the same Eight Thousand

(8000) miners inches of water diverted from the Weiser River, which said waters are conducted through said canal to and upon the lands within said District during each irrigated season.

And whereas the said second party is now beginning to construct an irrigation system to irrigate approximately Twenty Five Hundred (2500) acres of land lying outside and above the lands within said irrigation district, being principally what is known as the Inter-Mountain Institute and Butterfield Live Stock Company lands, the plan of which said system of second party is to enlarge the said canal of the first party to carry Two Thousand (2000) miners inches of water over and beyond and in addition to the Eight Thousand (8000) miners inches required by first party as aforesaid, such enlargement to be made from the head gate of first party's canal, to a point on said canal Five Hundred (500) feet West of the Northeast corner of the Southwest quarter of the Southwest quarter of Section Twenty nine (29) Township Eleven (11) North of Range Five (5) West in Washington County, Idaho, being at a place approximately due north of 1st Street West of the City of Weiser, Idaho, at which said point it is further planned by second party to erect a pumping plant and install therein the necessary machinery to lift the additional waters to be conveyed by means of said enlargement into conduits and ditches of said second party and there distributed to the lands to be served in said irrigation project of second party.

Now therefore in consideration of the premises and the further consideration as hereinafter expressed, it is agreed by and between the parties hereto, they each being thereunto duly authorized by resolution of the respective boards of Directors of each of said parties, duly and regularly passed, as follows;

That for and in consideration of the sum of Nine Thousand (9000.00) Dollars to be paid by second party to first party as follows; to-wit:

Four Thousand (4000.00) Dollars upon the execution of these presents, the receipt whereof is hereby acknowledged by first party; Two Thousand (\$2000.00) Dollars on January 1, 1919; and Three Thousand (\$3000.00) Dollars on July 1, 1919, party of the first part does hereby by these presents grant, bargain, sell, remise, release and forever quit claim unto the said party of the second part, and to it's successors and assigns, forever, the right and privilege to enlarge said canal of first party to the extent necessary for carrying in said canal, and the further privilege of conveying in said canal as enlarged, to said point where said pumping station of second party is to be located, Two Thousand (2000.00) miners inches of water, over and above said Eight Thousand (8000) miners inches of water required by first party. A Measurement of said Eight Thousand (8000) miners inches of water of first party and of said Two Thousand (2000) miners inches of water of second party, to be made at a weir to be constructed at said pumping plant of second party as hereinbefore stated.

It being expressly stipulated between the parties hereto that the prior right of first party to the use of said canal for carrying therethrough, water for the irrigation of the lands within said Weiser Irrigation District, is the right to turn into the head gate of said canal of the Weiser River, such quantity of water that, after flowing from said head gate to the ^{weir} Weiser to be constructed at said pumping plant, after deducting all losses which may occur between the two said respective points by way of evaporation, seepage, or otherwise, there shall be measured to first party at said weir Eight Thousand (8000) miners inches net.

And it being further stipulated that the right

of enlargement hereby conveyed and granted to second party shall be to so enlarge said canal to such size as to permit the second party to turn into said canal at the head gate, a sufficient quantity of water to give second party at said weir at said pumping plant said two Thousand (2000) miners inches and no more, over and above the quantity required to be turned into said head gate so as to give the first party Eight Thousand (8000) miners inches net, at said Weir;

It is expressly stipulated between the parties that all losses by seepage, evaporation or otherwise, which may occur in and from said water to be turned into said head gate for second party, shall be borne by second party.

It is further understood that the rights and privileges hereby granted to second party has nothing to do with or concerning the water right to second party, and that second party shall obtain it's water from such sources as it may, and it admit that the said first party has a prior water right and right to use waters of the Weiser River and carry the same through the said canal of first party to an amount at all times of Eight Thousand (8000) m miners inches measured at said pumping plant as aforesaid, as against any right now owned, or which may be hereafter required by second party to the use of the waters of the Weiser River for the irrigation of their land.

It is agreed that second party shall at it's own costs and expense make all enlargements of said canal necessary to carry it's said water as aforesaid from the head gate to the flume in said canal located on Monroe Creek, which said enlargement to so be done and performed by second party shall be in accordance with the plans and specifications hereto attached and marked exhibit "A", which are here referred to and made a prty hereof, which said specifications attached to this contract are endorsed by the respective parties for

the purpose of indentification. Said enlargement so to be done by second party shall be done under the supervision of the Board of Directors of first party, or it's duly authorized agent and subject to their approval. It is understood that the party of the second part desires the said enlargement so to be done by it to be approved by the Board of Directors of first party, section by section, as the work is completed by the second party. Said Approval to be by resolution of first party, duly spread upon the records of this meeting. No section or portion of said work shall be accepted and approved by the Board of Directors of first party until the same shall have been inspected by the same and shall meet with the approval of the engineer of party of the first part, as complying with the terms and provisions of said specifications, being exhibit "A". The party of the second part shall pay said engineer the sum of Ten(\$10.00) Dollars for each inspection which said engineer shall, at the request of the second party, make of any portion of said construction work.

It is further agreed that when all of said work is completed and the various sections of same have been inspected by the party of the first part, the party of the first part shall thereupon spread upon the minutes of their meetings a resolution accepting all of said construction work so done by party of the second party as a whole.

It is agreed that the second party shall not use any portion of said canal to conduct water to it's said pumping plant until said enlargement, so to be done, by second party is approved by said party of the first part.

That all costs and expenses of enlarging said canal to carry said water of second party from the head of Monroe Creek flume to the pumping plant of second party located as aforesaid, shall be borne by first party, and

and the enlargement work done or contracted by first party, and first party shall also enlarge it's canal from said pumping plant to what is known as Jenkin's Creek, in the amount and of sufficient size and capacity to take care of and convey the waters for which second party is hereby giving a permit to carry in said canal, at such times when second party does not have it's pumping plant in operation, or is not using water carried in said canal belonging to second party.

It is further understood that second party shall not be responsible for, or pay any part of the costs or repairing or operating said canal below its said pumping plant or any of the costs or damages of any nature whatsoever on account of such operation on said canal below said pumping plant.

The party of the first party contracts and agrees that it will, so long as there is more than sufficient waters of Weiser River, in said river, above the head gate of the canal of the party of the first part to satisfy the delivery of said Eight Thousand (8000) miners inches, to be measured to first party at said weir at the pumping plant, turn into this said head gate and deliver to second party, at its pumping plant, all of such excess waters of the Weiser River to which the Defendant is by this contract given the right to carry through said canal of first party, not to exceed, of course, said Two Thousand (2000) miners inches, to be measured to second party at said weir at the pumping plant. But it is contracted that the first party shall not be obligated to deliver such water to the second party at said weir, at this pumping plant when it is prevented from so doing by the acts of God or by other unforeseen happenings or accidents, which by the use of reasonable diligence they could not foresee, or when it is prevented from so doing by

injunctions, orders and decrees of courts of proper jurisdiction.

It is further understood between the parties hereto that it is necessary at the present time to make certain betterments and improvements in said canal at the head gate and between the head gate and said pumping plant, and it is agreed that all such betterments and improvements being completed, second party agrees to pay one-fifth of all expenses and costs of making such improvements and betterments. It is mutually stipulated between the parties hereto that the party of the first part shall have the sole and exclusive charge and management and operation of said ditch, and that at all times the party of the first part shall be the sole judge of what betterments, improvements or work shall be done from time to time for the proper maintenance and operation of said canal. It is agreed that the party of the second part shall pay and reimburse party of the first part for one-fifth of all costs and expenses incurred by first party from time to time in making betterments and improvements and doing work upon, or in the operation of said canal from the head gate thereof to the pumping house of the party of the second part. Each year party of the first part shall render to the party of the second part, quarterly statements in detail of all such expenses incurred and made by the first part. Immediately and within twenty(20) days after the receipt of said quarterly statement the party of the second part shall pay to the party of the first part, in cash, its one-fifth of said expenses as shown in such quarterly statement.

For the purpose of avoiding confusion it is stipulated that one-fifth of the expenses to be paid by the party of the second part shall include one-fifth of the expenses incurred each year in cleaning out said canal from the head gate to said pumping station, and the expense of maintaining

ditch riders and guards on said canal from the head gate to said pumping station.

It is further agreed that said portion of the expenses so to be paid and borne by second party shall include all unforeseen damages and expenses of repairing any breaks or incident to or the result of said breaks in said ditch between the head gate and said pumping plant, and all claims which the party of the first part may be called upon to pay by reason of any litigation had or threatened or for damages which the party of the first part may pay, growing out of or on account of the operation of said ditch between the head gate and said pumping station of second party.

It is further stipulated that the right is reserved by the first party to make further enlargements in said ditch in the future so as to put said ditch in condition to carry waters in addition to those now contemplated, that there is to be carried therein for first and second parties. Provided, of course, that in making any such enlargements in the future none of the rights hereby granted to second party shall be in any manner impaired or encroached upon. It is further stipulated that the second party shall not have the right to carry through said ditch any of its said waters so long as it shall be in default in making any of the payments hereinbefore in this contract stipulated to be made by second party to first party.

IN WITNESS WHEREOF The parties hereto have caused these presents to be executed on the day and year herein first above written by the respective presidents and secretaries of each of said parties thereunto duly authorized by proper resolutions of the respective Boards of Directors of each of the said parties.

Seal
Washington Irrigation District

WEISER IRRIGATION DISTRICT
-9- By John Blattner, President

Attest:

Oliver J. Smith, Secretary

WEISER BENCH IRRIGATION COMPANY
BY A.G. Butterfield, President

Seal
(Weiser Bench Irrigation Company)
(Idaho Incorporated 1918 Seal)

Attest:

A.H. Morgan, Secretary.
State of Idaho }
County of Washington } SS

On this 4th day of December 1918, personally appeared before me, B.S. Varian a Notary Public in and for said State A.G. Butterfield and A.H. Morgan known to me to be the respective President and Secretary of the Weiser Bench Irrigation Company, the corporations that executed the foregoing instrument, and acknowledged to me that such corporations executed the same.

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

B.S. Varian, Notary Public
for Idaho
Residence, Weiser, Idaho

Seal

(B.S. Varian Notary Public)
State of Idaho

State of Idaho }
County of Washington } SS

On this the 4th day of December 1918, before me Frank D. Ryan, a Notary Public in and for said State personally appeared John Blattner and Oliver J. Smith known to me to be respectively the President and Secretary of the Weiser Irrigation District, the corporation that executed the within instrument and acknowledged to me that such corporation executed the same.

Seal
(Frank D. Ryan Notary Public) Residing at Weiser, Idaho
(State of Idaho)

EXHIBIT "A"/.

SPECIFICATIONS FOR IMPROVEMENTS

TO BE MADE ON THE CANAL OF THE WEISER IRRIGATION DISTRICT, from head to Monroe Creek, by the Weiser Bench Irrigation Co. to strengthen the embankments sufficiently to carry 2,000 inches of water in addition to 8,000 inches which is the maximum now carried in the ditch.----

(1) The width of the embankment at the proposed high water line shall be not less than eight feet.

(2) Wherever the tip of the present embankment is less than two feet above the proposed high water level, the embankment shall be raised to a level two and one half feet above the present marks of high water provided, however, that wherever the bank is firm and amply strong and stands one foot above proposed high water, it shall require no improvement.

(3) All bridges less than one foot above present high water shall be raised to that level and left in as good condition as at present and provided with suitable grades at ends. The Company will join in placing concrete abutments under bridges wherever the District wishes to make this betterment.

(4) Concrete facings of raps are to be raised one half foot above proposed high water and the walls of the measuring box at the Chinoken Ranch are to be raised one foot above present height.

(5) Wherever the embankment is less than three feet above present high water, the Company shall plow the water side of the embankment along the new face exposed by proposed high water for the width of two or three feet, as the case may require, and reshape the edge of the embankment after digging into and thoroughly stopping any gopher holes that may be found. This work shall be done in such places as the representative of the District may direct.

(6) All stretches of embankment to be raised shall first be plowed full width and the top of the finished embank-

ment shall be left at an even grade.

(7) Willows on embankment that is less than three feet above proposed high water are to be cut near the ground.

The above specifications are hereby approved by

John Blattner

For the Weiser Irrigation
District

A.G. Butterfield

For the Weiser Bench Irrig-
ation Co.

Dated Weiser, Idaho Oct

_____ 1918

Filed for record at request of Oliver J. Smith at 9:00 o'
clock A M January 13th, 1919.

Frank E Smith, Recorder.

Fees \$2.00

1 This contract executed this, the 10th day of January, 1936, between Weiser
2 Irrigation District, a quasi municipal corporation, located in Washington County,
3 Idaho, and hereinafter called "District", party of the first part, and Institute
4 Canal Company of Weiser, Idaho, an Idaho corporation, and hereinafter called
5 "Company", party of the second part, WITNESSETH:

6 WHEREAS, Heretofore on the 4th day of December, 1918, said District and Weiser
7 Bench Irrigation Company, a corporation, and a predecessor in interest of the
8 party of the second part hereto, did enter into a certain contract in writing
9 for the purchase by said Weiser Bench Irrigation Company from the first party of
10 certain carrying capacity and flowage rights in the Weiser Irrigation District
11 main canal, which contract of December 4th, 1918, is hereby referred to marked
12 "Exhibit A" and by reference made a part hereof; and
13

14 WHEREAS, By mesne conveyances, the party of the second part hereto has acquired
15 and now is the owner of all the rights and easements acquired by the Weiser Bench
16 Irrigation Company under said contract of December 4th, 1918; and

17 WHEREAS, The parties hereto have by collateral contracts, agreements and adjust-
18 ments, made and entered into between them, compromised, paid and settled all
19 claims which each had or have against the other in any manner connected with the
20 operation of said canal, the carrying of water therein, etc.; and
21

22 NOW, THEREFORE, In consideration of the premises and as a part consideration of
23 the settlements, adjustments, conveyances and agreements between said parties,
24 it is hereby mutually contracted and agreed between said parties, to-wit:

25
26 I.

27 The party of the second part and its predecessors in interest have performed all
28 of the construction work and improvements, and done all things required to be
29 done by the second party under said contract of December 4th, 1918, and have
30 paid the full consideration recited in said contract.

31 II.

32 That from and after this date the easement and flowage rights of second party

1 in said canal of first party shall be, and it is hereby reduced from a flowage
2 right of 2,000 miners' inches to a flowage right of 1,000 miners' inches,
3 measured at the place provided in said contract of December 4th, 1918. It is
4 further agreed that the first party in the event it enlarges its canal or per-
5 mits, sells or leases any additional flowage rights therein to any other party
6 or parties, it shall do so in such manner as not to in any way endanger, limit
7 or diminish the flowage right to 1,000 miners' inches remaining and still held
8 by second party, used and enjoyed by second party as set forth in said contract
9 of December 4th, 1918.

10
11 III.

12 AND, WHEREAS, the second party is now the owner of 4,000 acre feet of first or
13 primary storage right and 200 acre feet of second or secondary storage right
14 in the Crane Creek Reservoir which rights it has so acquired by mesne conveyances
15 from the Weiser Bench Irrigation Company, and, also the owner of certain natural
16 flow rights in the Weiser River, and second party contemplates using said water
17 for the irrigation of the lands of its stockholders served by its pumping plant;

18 It is agreed that so long as the second party shall not pump from said canal
19 of first party for use in the irrigation of lands for the irrigation of which
20 the second party shall supply water from its rights hereinbefore described,
21 in excess of 800 inches, then any excess water from said primary and secondary
22 rights above mentioned which the second party may have in any season, the first
23 party may use in the same season for the irrigation of its lands served by
24 its main canal.

25 In determining whether or not more than 800 inches of water is being pumped from
26 said canal during any season, minor fluctuations due to electrical surges, tem-
27 porary mechanical variations in the machinery, or temporary variations in the
28 head of water pumped shall be disregarded, it being the intent hereof that in
29 order for the water to be pumped by second party not to exceed 800 inches for
30 the season the average during no calendar month period of the season shall
31 exceed 800 inches.
32

1 In consideration of the granting by second party to the first party of the use
2 of such excess water, first party does agree to relieve second party from the
3 ordinary annual cost of maintenance and upkeep (but not expenses or costs nec-
4 essitated in making new construction, beneficial to both parties, for permanent
5 improvements or to repair damages arising by reason of unforeseen "acts of God")
6 of second party's interest in said main canal, of first party.

7 Should second party in any year or years pump in excess of 800 inches for
8 irrigation purposes, as arrived at in the manner hereinbefore set forth, then
9 that part of this agreement under which first party shall relieve second party
10 for said annual costs and expenses shall be suspended for any such year or
11 years in which event second party shall pay its pro rata part of the expenses
12 of maintenance of said canal for its 1,000 inches capacity figured on that re-
13 duced basis but otherwise in accordance with said original contract, "Exhibit A".

14 Provided the first party may by notice in writing to second party given within
15 ten days after the termination of any initial 30 day period in any season when
16 water during that period has been pumped by second party in excess of 800 inches
17 elect to waive said pro rata maintenance charge payable by second party in con-
18 sideration of the use by first party of any residue of second party's water
19 right that season after second party's needs are so fully supplied.

20 A" hereto attached.

21 And in this connection it is here recited that since the execution of said
22 contract of December 4th, 1918, the head of the canal of the first party as des-
23 cribed in that contract, has been changed from the point therein mentioned, to
24 a point about two miles further Easterly or up the Weiser River at a point where
25 the said canal as now built and located near the West end of what is known as
26 the Weiser River Canyon in Township 4 North, Range 11, West of B, M.; and from
27 the headgate at this point a new canal has been constructed extending in a
28 westerly direction from the present point of diversion out of the Weiser River to
29 where it intercepts the old canal West of the old head gate or point of diversion
30 mentioned in the contract dated December 4th, 1918. And it is understood and
31 agreed that second party's interest in this new construction to the extent of
32 said carrying capacity and flowage right of said 1,000 miners' inches shall
exist and shall continue to exist and be owned and held in the same manner as
its interest in said old portion of said District Canal.

IV.

It is agreed all of the terms and conditions of said contract of December 4th,
1918, "Exhibit A" except as changed, altered, added to or modified by this con-
tract shall be and remain in full force and effect between and bind the parties
hereto, their successors and assigns.

1 IN WITNESS WHEREOF, The parties hereto have caused these presents to be executed
2 on the day and year first hereinabove written by their respective Presidents and
3 Secretaries of the parties hereto, pursuant to appropriate resolutions of the
4 Board of Directors of the respective parties executing this contract.

5 WEISER IRRIGATION DISTRICT

6
7 ATTEST:

President

8

Secretary

9 INSTITUTE CANAL COMPANY

10
11 ATTEST:

President

12

Secretary

1 THIS AGREEMENT, Made and entered into this 20th day of December, 1954,
2 by and between The Weiser Irrigation District, a quasi-municipal corporation and
3 irrigation district organized and existing under and by virtue of the laws of
4 the State of Idaho, with its main office and principal place of business at
5 Weiser in Washington County, Idaho, party of the first part, and the Institute
6 Canal Company, a corporation, organized and existing under and by virtue of the
7 laws of the State of Idaho with its main office and principal place of business
8 at Weiser, Idaho, party of the second part;

9 WITNESSETH: Whereas, the parties hereto are the owners of separate interests in
10 and to the primary and secondary water rights which are conducted from the Crane
11 Creek Reservoir in Washington County, Idaho, and from the head of the canal of
12 the Weiser Irrigation District through the main canal of the Weiser Irrigation
13 District down to the pumping plant of the party of the second part located on the
14 north bank of said canal of the Weiser Irrigation District at a point just west
15 of State Street crossing in the City of Weiser, Idaho, extending north, and
16

17 Whereas, the party of the second part has for many years last past pursuant to
18 written agreement made and entered into on the 4th day of December, 1918, as
19 amended by written agreement dated January 10, 1936, with the party of the first
20 part a flowage right to convey through the canal of the party of the first part
21 from the head of the canal of the party of the first part through its canal to
22 the pumping plant of the party of the second part, as aforesaid, one thousand
23 (1,000) miners inches of water, and

24 Whereas, the party of the first part has heretofore for many years last past
25 conveyed eight hundred (800) miner's inches of water through its said canal,
26 which said water was the property of the party of the second part to the said
27 pumping plant of the party of the second part pursuant to written agreement made
28 and entered into on the 4th day of December, 1918, and as amended by written
29 agreement dated January 10th, 1936, and
30

31 Whereas, under said agreement of December 4th, 1918, as amended by agreement
32 dated January 10th, 1936, there is left unsettled and indefinite the manner of

1 sharing costs of new construction for permanent improvements and repair to the
2 canal of the party of the first part made necessary by act of God, and the
3 parties hereto have experienced difficulty in fixing and determining the propor-
4 tionate share of the reconstruction, maintenance and repair of that portion of
5 the canal of the party of the first part lying and being between the pumping
6 plant of the party of the second part and the head gate of said canal, and

7
8 Whereas, the parties hereto are desirous of more accurately defining the oblig-
9 ations of each of the parties hereto with respect to such maintenance, repair
10 and reconstruction of said portion of said canal and to that end and purpose are
11 desirous of amending and clarifying said contract of December 4th, 1918, as
12 amended by said agreement of January 10th, 1936, with respect to and only with
13 respect to the liability of the party of the second part with respect to main-
14 tenance, repair and reconstruction of said portion of said canal,

15 NOW, THEREFORE, It is mutually COVENANTED and AGREED as follows:

16 That said contract of December 4th, 1918, as amended and modified by said con-
17 tract of January 10th, 1936, by and between the parties hereto be further clari-
18 fied and amended to more accurately define the obligations of the party of the
19 second part with respect to and only with respect to repair, maintenance and re-
20 construction of that portion of the canal of the party of the first part lying
21 and being between the headgate of said canal and the pumping plant of the party
22 of the second part; that the obligation of the party of the second part as de-
23 fined in said contract of December 4th, 1918, as amended and modified by said
24 contract of January 10th, 1936, for participating in the cost of construction,
25 improvement, repair and damages whether such repair be temporary or permanent and
26 for maintenance shall be discharged by the party of the second part paying to
27 the party of the first part on the 1st day of January of each and
28 every year the sum of One Hundred Fifty (\$150.00) Dollars, and in the event of
29 any damage to said portion of said canal occasioned by act of God that the party
30 of the second part shall be obligated to pay in addition to said annual sum of
31 One Hundred Fifty (\$150.00) Dollars, one-ninth (1/9) of the cost of repair of any
32 damage occasioned by act of God.

1 It is mutually understood and agreed that the amendment herein contained is in-
2 tended to apply only to the situation which prevails so long as the party of the
3 second part conveys not to exceed eight hundred (800) miner's inches through the
4 canal of the party of the first part and in the event the party of the second
5 part conveys during any irrigating season an amount of water in excess of eight
6 hundred (800) miner's inches that the terms and provisions of said contract of
7 December 4th, 1918, as modified and amended by said contract of January 10th,
8 1936, by and between the parties hereto shall control the liability of the party
9 of the second part with respect to maintenance, repair and construction of said
10 portion of said canal and with respect to the cost of any repair of any damage
11 occasioned by act of God.

12 It is further mutually COVENANTED and AGREED that said contract of December 4th,
13 1918, as modified and amended by said contract of January 10th, 1936, by and
14 between the parties hereto respecting the subject matter herein shall in all
15 other respects remain in full force and effect and that the same are only clari-
16 fied and amended as herein specifically provided for.

17
18 IN WITNESS WHEREOF, The parties hereto by Resolutions of their respective Boards
19 of Directors have caused these presents to be subscribed by their respective
20 Presidents and Secretaries and their corporate names and seals to be hereunto
21 affixed this 20th day of December, 1954.

22
23 WEISER IRRIGATION DISTRICT, a quasi-
24 municipal corporation,

25 ATTEST:

26 Vincent F. Berig
27 Secretary.

28 By Rolo Elders
29 President.
30 Party of the First Part.

31 INSTITUTE CANAL COMPANY, a corporation

32 ATTEST:

F. B. Guillian
Secretary.

By H. H. Brechbiel
President
Party of the Second Part.

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

IN RE THE GENERAL ADJUDICATION
OF RIGHTS TO THE USE OF WATER FROM
THE SNAKE RIVER BASIN WATER SYSTEM.

CIVIL CASE NUMBER: 39576

Ident. Number: A67-04250
Date Received: 10/04/1989
Receipt No: 1004806
Received By: AS

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: INSTITUTE CANAL CO., INC. 208-549-1967
Address: 1165 OLDS FERRY RD.
WEISER, ID 83672
2. Date of Priority: APR 01, 1918
3. Source: WEISER RIVER Trib. to: SNAKE RIVER
4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4 of	Lot	County
11N	04W	35	SE	NE	NE		WASHINGTON
	05W	29	SE	NW	SW		WASHINGTON
5. Description of diverting works:
HEADGATE ON GALLOWAY DITCH- DELIVERED THRU GALLOWAY DITCH
6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or)	A.F.A.
IRRIGATION	04/15	10/15	16.000		
7. Total Quantity Appropriated is:
16.000 C.F.S. (and/or) A.F.A.
8. Total consumptive use is 2800.0 Acre Feet Per Annum.
9. Non-irrigation uses:
10. Place of Use:

Township	Range	Section	1/4 of	1/4 of	Lot	Use	Acres
11N	05W	19	NW	NW		IRR	4.0
			SW	NW		IRR	36.0
			SE	NW		IRR	3.0

A67-04250

Page 1

Date: 10/04/89

MICROFILMED
OCT 02 1992

10. Place of Use: Continued

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
11N	05W	19	NE	SW		IRR	37.0
			NW	SW		IRR	40.0
			SW	SW		IRR	40.0
			SE	SW		IRR	40.0
			NW	SE		IRR	17.0
			SW	SE		IRR	40.0
			SE	SE		IRR	20.0
						Section Acres	277.0
		30	NE	NE		IRR	38.0
			NW	NE		IRR	33.0
			SW	NE		IRR	27.0
			SE	NE		IRR	15.0
			NE	NW		IRR	40.0
			SE	NW		IRR	30.0
			NE	SE		IRR	5.0
						Section Acres	188.0
	06W	13	SE	NE		IRR	16.0
			NE	SE		IRR	40.0
			SE	SE		IRR	39.0
						Section Acres	95.0
		24	NE	NE		IRR	40.0
			NW	NE		IRR	30.0
			SW	NE		IRR	30.0
			SE	NE		IRR	40.0
			NE	SE		IRR	40.0
			SW	SE		IRR	20.0
			SE	SE		IRR	40.0
						Section Acres	240.0
						Total Acres	800.0

11. Place of use in counties: WASHINGTON

12. Do you own the property listed above as place of use? YES

13. Other Water Rights Used:
A67-10557 & A67-10558

14. Remarks:

THIS CLAIM IS FOR FLOOD WATER ON THE WEISER RIVER.
A67-04250

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Date: 10/04/89

MICROFILMED
OCT 02 1992

14. Remarks: Continued

THE WATER IS DIVERTED FROM THE WEISER RIVER AT THE POD T11N, R4W, SECTION 35 AND REDIVERTED INTO THE IV=NSTITUTE CANAL CO. DITCH AT THE POD IN T11N, R5W, SECTION 29.

SEE CLAIM A67-10557 FOR DESCRIPTION OF DIVERSION SYSTEM.

INSTITUTE CANAL CO. IS OWNED BY THE SHARE HOLDERS.

15. Basis of Claim: BENEFICIAL USE

16. Signature(s)

(a.) By signing below, I/We acknowledge that I/We have received, read and understand the form entitled "How you will receive notice in the Snake River Basin Adjudication." (b.) I/We do do not X wish to receive and pay a small annual fee for monthly copies of the docket sheet.

Number of attachments: 1

For Organizations:

I do solemnly swear or affirm that I am SECRETARY of
Title
INSTITUTE CANAL CO. INC., that I have signed the foregoing
Organization
document in the space below as SECRETARY of
Title
INSTITUTE CANAL CO. INC. and that the statements contained in the
Organization
foregoing document are true and correct.

W. L. Johnson
Signature of Authorized Agent
Sec. INSTITUTE CANAL CO. INC.
Title and Organization
OCT. 4, 1989
Date

State of Idaho

County of Washington) SS.

Subscribed and sworn (or affirmed) before me this 4th day

of Robert 19 81

Anna Baunhoff
Notary Public

Seal

Anna Baunhoff, Notary Public
Residing at Residing at Boise, Idaho
My Commission Expires December 7, 1994
My Commission Expires _____

RIGHT NUMBER	NAME & ADDRESS	PRIORITY DATE	WATER USE	USE PERIOD FROM TO	MAXIMUM DIVERSION	STAGE
A67-04250	INSTITUTE CANAL CO INC 1165 OLDS FERRY RD WEISER ID 83672	04/01/1918	IRRIGATION	04-15 10-15	16.00 CFS	BENEFICIAL USE

TOTAL DIVERSION RATE: 16.00 CFS
TOTAL DIVERSION VOLUME: 0.00 AFA
CONSUMPTIVE USE: 2800.0 AFA

SOURCE: WEISER RIVER

TRIBUTARY: SNAKE RIVER

POINT OF DIVERSION:

T11N R04W S35
R05W S29

SENE
SENWS

PLACE OF USE: IRRIGATION

T11N R05W S19	NW	4.0	SW	36.0	SE	3.0	NE	37.0	NW	40.0
S30	SW	40.0	SE	40.0	NE	17.0	SE	40.0	SE	20.0
	NE	38.0	NW	33.0	SW	27.0	SE	15.0	NW	40.0
R06W S13	SE	30.0	NE	5.0						
S24	SE	16.0	NE	40.0	SE	39.0	SE	40.0	NE	40.0
	NE	40.0	NW	30.0	SW	30.0				
	SW	20.0	SE	40.0						
800.0 ACRES TOTAL										

DIVERSION MEANS: HEADGATE ON GALLOWAY DITCH- DELIVERED THRU GALLOWAY DITCH

REMARKS: THIS CLAIM IS FOR FLOOD WATER ON THE WEISER RIVER.

THE WATER IS DIVERTED FROM THE WEISER RIVER AT THE POD T11N, R4W,
SECTION 35 AND REDIVERTED INTO THE IV-INSTITUTE CANAL CO. DITCH
AT THE POD IN T11N, R5W, SECTION 29.

SEE CLAIM A67-10557 FOR DESCRIPTION OF DIVERSION SYSTEM.

INSTITUTE CANAL CO. IS OWNED BY THE SHARE HOLDERS.

OTHER RIGHTS: A67-10557 & A67-10558

4

WEISER IRRIGATION DISTRICT

VS

INSTITUTE CANAL COMPANY 96037-01

ORIGINALLY TO HAVE 2500 ACRES WITH THE WEISER BENCH IRRIGATION COMPANY AT THE PUMP THERE MUST BE 8000 INCHES NET TO WEISER IRRIGATION DISTRICT. ALL LOSS BY SEEPAGE, EVAPORATION TO BE BORN BY SECOND PARTY. SECOND PARTY TO GET THEIR OWN WATER. WEISER BENCH WAS TO PAY 1/5TH COST OF BETTERMENT AND IMPROVEMENTS WHICH INCLUDES CLEAN OUT, MAINTENANCE AND DITCH RIDERS.

IN 1936 THE INSTITUTE CANAL COMPANY ACQUIRED OWNERSHIP OF ALL THE RIGHTS OF THE WEISER BENCH IRRIGATION COMPANY. THE FLOWAGE RIGHT AT THE PUMP SITE WAS REDUCED TO 1000 MINER'S INCHES. THEY AGREED TO PUMP ONLY 800 INCHES. ANY EXCESS WATER FROM SAID PRIMARY AND SECONDARY RIGHTS, THE WEISER IRRIGATION DISTRICT MAY USE. THE USE OF EXCESS WATER IS IN LIEU OF MAINTENANCE FEE. IF EXCEEDS 800 INCHES, THE INSTITUTE WILL PAY ITS PRORATE PRIMARY SHARE. THE CANAL COMPANY OWNS 4000 PRIMARY AND 200 SECONDARY SHARES OF CRANE CREEK STORAGE.

IN 1954 THE AGREEMENT WAS MADE TO DEFINE OBLIGATIONS. THE INSTITUTE WAS TO PAY \$150.00 AND 1/9TH THE COST OF REPAIR OF ANY DAMAGE BY "ACT OF GOD". THIS AMENDMENT PREVAILS SO LONG AS THE INSTITUTE CANAL COMPANY CONVEYS NOT TO EXCEED 800 MINER'S INCHES. IF THEY DO THEY PAY THE SAME AS OTHERS.

THE INSTITUTE CANAL COMPANY DOES NOT HAVE ANY ADJUDICATED WATER FROM MUIR VS. ALLISON. IN THE CONVEYANCE FROM L. F. EASTON AND MARIE EASTON TO THE INSTITUTE CANAL COMPANY IT MENTIONS A FLOOD WATER APPLICATION BY WEISER BENCH IRRIGATION COMPANY ON MARCH 1, 1923 WITH APPLICATION NUMBER 22357. THE INFORMATION PROVIDED THE WEISER IRRIGATION DISTRICT BY THE STATE DOES NOT SHOW THAT CLAIM WAS EVER FINISHED. THE WEISER IRRIGATION DISTRICT FURNISHED THE SPRING FLOOD WATER AND ANY WASTAGE TO THE INSTITUTE CANAL COMPANY. WE FURTHER FIND THAT THE INSTITUTE CANAL PROVIDES WATER TO 957.6 ACRES WHICH IS 800 ACRES WITHIN THE COMPANY BOUNDARIES AND 105.8 ACRES (CHENEY) AND 51.8 ACRES (JOHNSON) OUTSIDE.

INSTITUTE CANAL COMPANY

WEISER, IDAHO

November 7 1995

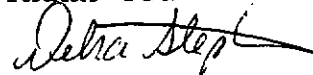
Jay Edwards
Weiser Valley Title
124 E Main
Weiser Id 83672

Jay;

Thank You for your recent letter of information. The ponds that you refer to as the Johnson ponds and the Cheney Trust ponds are filled from waste water at the end of the canal. True, we do not at this time charge for the water, but the Board of Directors do take into consideration that Wayne Johnson served the canal at little of no payment for over thirty years. Plus the Cheney ponds are known as Gish Amanos ponds, he also has served on the board doing spraying, demossing etc at no cost to the canal. We like to think that when work needs done, everyone will pitch in and help each other. By doing so, this keeps the cost down for everyone served by this canal.

You will find that we are legal to pump 800 inches of water from Crane Creek Reservoir. At no time known to me have we ever pulled more than our share. Which I am sure Jackie Wray can advise you of. We also have a water wehr at the Golf Course where the water surfaces. I can say with confidence that we do not use 940.8 shares of water ever. You may pass this information on to the directors of the Weiser Irrigation.

Thank You



Secretary
Institute Canal Company

