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DEPARTMENT OF
WATER RESOURCES

Attorneys for Claimant and Objector
Pioneer Irrigation District

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

In Re SRBA

Case No. 39576

Subcase Nos. 63-00166A 63-00166B
63-00167A 63-00167B
63-00179A 63-00179C
63-32580

**PIONEER IRRIGATION DISTRICT'S
RESPONSES TO MASON CREEK DITCH
COMPANY'S FIRST SET OF DISCOVERY
REQUESTS**

COMES NOW Pioneer Irrigation District, by and through undersigned counsel,
and answers and responds to Mason Creek Ditch Company's First Set of Interrogatories,
Requests for Admission and Requests for Production, as follows:

COPY

I.
GENERAL OBJECTIONS

Pioneer has not completed its own investigations and/or discovery. Accordingly, the responses that follow are based upon the best knowledge, information, and belief of Pioneer at this time. Pioneer reserves the right to make any further responses if it appears that any omission or error has been made in connection with these responses or that more accurate information is or has become available. These responses are made without prejudice to Pioneer's rights to use in later discovery or to present at trial, such evidence as may later be discovered or evaluated.

Pioneer objects to the definitions and instructions to the extent they purport to require discovery requests beyond that required under the Idaho Rules of Civil Procedure. These responses are provided in accordance with the Idaho Rules of Civil Procedure irrespective of any definitions and instructions that may accompany these discovery requests.

These responses are made subject to all objections as to competence, relevance, materiality, and admissibility. These responses are subject to all objections that would require the exclusion of any statement, material, or information herein provided if such interrogatory were asked of or any statement, material, or information provided were made by witnesses present and testifying in court. All such objections are reserved and may be interposed at the time of trial.

Pioneer specifically objects to these discovery requests to the extent they seek information protected by the attorney-client privilege, the attorney work product doctrine, and the rules governing the discovery of facts of experts as set forth in Rule 26(b)(4), Idaho Rule of Civil Procedure. This objection is intended to apply to all of the discovery requests that seek such information and will not necessarily be repeated for each request to which it applies.

Pioneer has, to the extent possible, construed each request as requesting only information and/or documents not subject to any applicable protection.

No incidental or implied admissions are intended. The fact that Pioneer has responded to any discovery request, or part thereof, should not be taken as an admission that Pioneer accepts that the discovery request or the response or objection thereto constitutes admissible evidence. Pioneer's answers to any discovery requests herein do not constitute a waiver of their rights to object to any future, additional, or supplemental discovery requests regarding the same or similar matter.

II. ANSWERS TO INTERROGATORIES

INTERROGATORY NO. 1: Please identify all written or oral agreements between Pioneer Irrigation District and Mason Creek Ditch Company concerning water right nos. 63-179A, 63-179C, use of the Caldwell Highline Canal or water delivered by the Caldwell Highline Canal, or delivery of water to Mason Creek Ditch Company by way of Mason Creek, Five Mile, Ten Mile or Fifteen Mile Drains.

ANSWER TO INTERROGATORY NO. 1: Pioneer objects to this request on the basis that a review of all of Pioneer's files in order to locate a responsive agreement would be unduly burdensome. Without waiving this objection, Pioneer responds that its Secretary/Treasurer Dawn Fowler and attorney Dylan Lawrence have reviewed Pioneer's physical files which they believe have the highest likelihood of containing responsive agreements. Ms. Fowler also reviewed Pioneer's board minutes from the years 1973 to present for references to responsive agreements. In addition to the physical files, many of Pioneer's files have been scanned and are stored electronically, and paralegal Tiffany Hudak has conducted electronic searches of such files, as well as Pioneer's board minutes beginning in 1973, for

references to potentially responsive agreements. At this time, Pioneer has not identified any written or oral agreements responsive to this request. However, it is possible that Pioneer's board minutes prior to 1973 contain records of responsive agreements between Mason and Pioneer. All of Pioneer's board minutes are stored electronically and are searchable by optical character recognition (OCR). However, for board minutes prior to 1973, OCR searches are either unreliable or impossible due to the minutes being handwritten or printed in typeface that is not recognized by the OCR search. It would be unduly burdensome for Pioneer to manually review all of those board minutes, and Pioneer therefore objects to this request on that basis. However, such board minutes are located at Pioneer's business offices at 3804 S. Lake Ave., Caldwell, Idaho 83605. In accordance with Idaho Rule of Procedure 34, Mason may inspect such meeting minutes at a mutually agreeable date and time. If Pioneer becomes aware of a written or oral agreement responsive to this request, Pioneer will supplement this response in accordance with Idaho Rule of Civil Procedure 26(e) and the Trial Scheduling Order.

INTERROGATORY NO. 2: Please describe, with specificity, each factual and legal basis for the Objection filed by Pioneer Irrigation District to the Director's recommendation for water right no. 63-179C.

ANSWER TO INTERROGATORY NO. 2: Pioneer's investigations into the factual and legal issues relevant to the recommendation of water right 63-179C are ongoing, and Pioneer therefore reserves the right to supplement its response in accordance with Idaho Rule of Civil Procedure 26(e) and the Trial Scheduling Order. At this time, Pioneer responds as follows.

The water right is diverted, conveyed, and delivered to the water users comprising the Mason Creek Ditch Co. through Pioneer's Highline Canal. Pioneer has historically performed all of the operation, maintenance, and repair of the Highline Canal. Mason Creek

Ditch Co. has historically not contributed to the payment of expenses associated with such efforts and lacks any specific authorization from Pioneer to convey the water right through Pioneer's system. Pioneer suspects that some of the water diverted under this right has historically been used on Pioneer lands. Pioneer's Highline Canal does not have sufficient operational capacity to convey all of the water rights which have been recommended with the Highline Canal as the point of diversion. Therefore, Pioneer believes all or a portion of this water right has been forfeited. The diversion rate exceeds a reasonable duty of water when combined with the recommendation for 63-32580 and Mason's potential claim to 63-33392.

INTERROGATORY NO. 3: Please describe, with specificity, each factual and legal basis for Pioneer Irrigation District's claim to the water now identified by water right no. 63-179A.

ANSWER TO INTERROGATORY NO. 3: The water right is diverted, conveyed, and delivered to the water users comprising the Mason Creek Ditch Co. through Pioneer's Highline Canal. Pioneer has performed all of the operation, maintenance, and repair of the Highline Canal. Mason Creek Ditch Co. has historically not contributed to the payment of expenses associated with such efforts and lacks any specific authorization from Pioneer to convey the water right through Pioneer's system. Pioneer suspects that some of the water diverted under this right has historically been used on Pioneer lands.

INTERROGATORY NO. 4: Please describe, with specificity, each factual and legal basis for Pioneer Irrigation District's objection to water right no. 63-32580 claimed by Mason Creek Ditch Company from Mason Creek.

ANSWER TO INTERROGATORY NO. 4: Pioneer's investigations into the factual and legal issues relevant to the recommendation of water right 63-32580 are ongoing, and

Pioneer therefore reserves the right to supplement its response in accordance with Idaho Rule of Civil Procedure 26(e) and the Trial Scheduling Order. At this time, Pioneer responds as follows.

Under Idaho law, waste water may be recaptured by the original appropriator, even if doing so injures water users who have perfected water rights in such waste water. Virtually all of the water in Mason Creek consists of return flow from irrigation occurring within Pioneer. Therefore, to more accurately capture Idaho law, the remark in the recommendation should be revised to include these clarifications. In addition, the recommended quantity exceeds the reasonable duty of water when combined with the recommendation for 63-179C and Mason's potential claim to 63-33392.

INTERROGATORY NO. 5: Please identify the author and provenance of the document attached as Exhibit A entitled FIVE MILE-MASON CREEK-HIGHLINE, May 9, 1938. Specifically please state whether this document is a business record of Pioneer Irrigation District and, if so, explain how it was obtained and maintained by Pioneer Irrigation District.

ANSWER TO INTERROGATORY NO. 5: While the referenced document appears in Pioneer's files, at this time, Pioneer is simply not aware of who authored it or the history and context of its preparation. Therefore, at this time, Pioneer is unable to definitively state whether the document constitutes a "business record" for the purposes of the Idaho Rules of Evidence. If Pioneer obtains additional information responsive to this request, it will supplement this response in accordance with Idaho Rule of Civil Procedure 26(e).

INTERROGATORY NO. 6: Please identify all persons with knowledge regarding Pioneer Irrigation District's objection to the water right decreed to Mason Creek Irrigation District identified by water right no. 63-179C or to Pioneer Irrigation District's claim

to water right no. 63-179A. Please include addresses and telephone numbers for all persons identified in response to this interrogatory.

ANSWER TO INTERROGATORY NO. 6: Pioneer objects to this interrogatory because the phrase “all persons with knowledge regarding” Pioneer’s objection and claim is ambiguous and overbroad. Without waiving such objection, Pioneer responds that the decision to file the objection to 63-179C was made by Pioneer’s current board of directors, which consists of Alan Newbill, Leland Earnest, and Rob Greenfield. Pioneer Superintendent Mark Zirschky and Pioneer Secretary/Treasurer Dawn Fowler also have knowledge regarding Pioneer’s objection and claim. The business address and phone number for all of these individuals is P.O. Box 426, Caldwell, Idaho 83606, (208) 459-3617. Former Pioneer board presidents Kenneth Brush and Donald Sayre and former Pioneer Superintendents Lonnie Freeman and Jeff Scott may also have knowledge regarding these matters. Mr. Brush’s home address and phone number are 19724 Dixie River Rd., Caldwell, Idaho 83607, (208) 454-1559, Mr. Sayre’s home address and phone number are 17243 Upper Pleasant Ridge Road, Caldwell, Idaho 83607, (208) 459-7917, Mr. Freeman’s home address and phone number are P.O. Box 4053, Brookings, Oregon 97415, (541) 469-7572, and Mr. Scott’s home address and phone number are 1123 Talon Ct., Caldwell, Idaho 83607, (208) 459-7542. Pioneer’s attorneys Scott Campbell, Andrew Waldera, and Dylan Lawrence, and paralegal Tiffiny Hudak, also have knowledge regarding the claims and objections. Their business address and phone number are P.O. Box 829, Boise, Idaho 83701-0829, (208) 345-2000.

INTERROGATORY NO. 7: Please identify all persons whom you expect to call as witnesses and expert witnesses at the trial of SRBA sub-case nos. 63-179C or 63-179A and any of these consolidated subcases.

ANSWER TO INTERROGATORY NO. 7: Pioneer has not yet definitively determined who will testify as fact witnesses and expert witnesses at trial, and Pioneer therefore reserves the right to supplement this response once those final decisions have been made in accordance with Idaho Rule of Civil Procedure 26(e) and the Trial Scheduling Order. At this time, Pioneer responds that Pioneer board members Alan Newbill, Leland Earnest and Rob Greenfield; Pioneer Superintendent Mark Zirschky; and Pioneer Secretary/Treasurer Dawn Fowler may testify at trial as fact witnesses. Their business address and phone number are P.O. Box 426, Caldwell, Idaho 83606, (208) 459-3617. Scott King, P.E., of SPF Water Engineering, LLC, may also testify at trial as an expert witness. His business address and telephone number are 300 E. Mallard Dr. Suite 350, Boise, ID, 83706, (208) 383-4140.

INTERROGATORY NO. 8: Please identify all documents that you intend to introduce as exhibits at the trial of SRBA sub-case no. 63-179C or 63-179A and any of these consolidated subcases.

ANSWER TO INTERROGATORY NO. 8: Pioneer has not yet definitively determined all documents it intends to introduce as exhibits at trial and therefore reserves the right to supplement this response in accordance with Idaho Rule of Civil Procedure 26(e) and the Trial Scheduling Order. At this time, Pioneer responds that it intends to utilize the documents attached as Bates Nos. PID000110-PID000113, PID000128-PID000132, PID000152-PID000303 and PID000344 as trial exhibits.

INTERROGATORY NO. 9: If you have denied, in whole or part, any of the Requests for Admissions served contemporaneously herewith, please set forth in detail the legal and factual basis for your denials.

ANSWER TO INTERROGATORY NO. 9: Pioneer's qualification in responding to Request for Admission No. 1 is explained in Pioneer's response to Request for Admission No. 1.

**III.
RESPONSES TO REQUESTS FOR PRODUCTION OF DOCUMENTS**

REQUEST FOR PRODUCTION NO. 1: Please produce all contracts, agreements, and any documentation or record of any contracts or agreements between Mason Creek Ditch Company and Pioneer Irrigation District concerning water right nos. 63-179A or 63-179C, use of the Caldwell Highline Canal or use of water delivered by the Caldwell Highline Canal.

RESPONSE TO REQUEST FOR PRODUCTION NO. 1: Documents responsive to this request are attached as Bates No. PID000064. In addition, it is possible that Pioneer's board meeting minutes contain "documentation or record[s]" of prior agreements between Mason and Pioneer. All of Pioneer's board minutes are stored electronically and are searchable by optical character recognition (OCR). However, for board minutes prior to approximately 1973, OCR searches are either unreliable or impossible due to the minutes being handwritten or printed in typeface that is not recognized by the OCR search. It would be unduly burdensome for Pioneer to manually review all of those board minutes, and Pioneer therefore objects to this request on that basis. However, such board meeting minutes are located at Pioneer's business offices at 3804 S. Lake Ave., Caldwell, Idaho 83605. In accordance with Idaho Rule of Procedure 34, Mason may inspect such meeting minutes at a mutually agreeable date and time.

REQUEST FOR PRODUCTION NO. 2: Please produce all contracts, agreements, and any documentation or record of any contracts or agreements between Mason

Creek Ditch Company and Pioneer Irrigation District concerning delivery of water to Mason Creek Ditch Company by or through Mason Creek, Five Mile, Ten Mile or Fifteen Mile Drains.

RESPONSE TO REQUEST FOR PRODUCTION NO. 2: Documents responsive to this request are attached as Bates Nos. PID000064-PID000065, PID000097, PID000109, PID000309-PID000325, and PID000343. In addition, it is possible that Pioneer's board meeting minutes contain "documentation or record[s]" of prior agreements between Mason and Pioneer. All of Pioneer's board minutes are stored electronically and are searchable by optical character recognition (OCR). However, for board minutes prior to approximately 1973, OCR searches are either unreliable or impossible due to the minutes being handwritten or printed in typeface that is not recognized by the OCR search. It would be unduly burdensome for Pioneer to manually review all of those board minutes, and Pioneer therefore objects to this request on that basis. However, such board meeting minutes are located at Pioneer's business offices at 3804 S. Lake Ave., Caldwell, Idaho 83605. In accordance with Idaho Rule of Procedure 34, Mason may inspect such meeting minutes at a mutually agreeable date and time.

REQUEST FOR PRODUCTION NO. 3: Please produce any maps and photographs of diversion structures and delivery systems from the Caldwell Highline Canal to Mason Creek, Five Mile, Ten Mile or Fifteen Mile Drains.

RESPONSE TO REQUEST FOR PRODUCTION NO. 3: Pioneer has not located any maps or photographs that specifically depict "diversion structures and delivery systems from the Caldwell Highline Canal to Mason Creek, Five Mile, Ten Mile, or Fifteen Mile Drains." However, Pioneer possesses multiple maps of its overall service area and delivery and drainage system, as well as a box of unlabeled photographs that could contain photographs responsive to this request. However, because the photographs are unlabeled, Pioneer is unable to determine

which photographs may be responsive to this request. In accordance with Idaho Rule of Civil Procedure 34, Mason may inspect such maps and photographs at Pioneer's business offices located at 3804 S. Lake Ave., Caldwell, Idaho 83605, at a mutually agreeable date and time.

REQUEST FOR PRODUCTION NO. 4: Please produce the minutes of all meetings of the Board of Directors of Pioneer Irrigation District which refer to or relate to the negotiations for any agreements, any agreements themselves or the implementation of any agreements between Pioneer Irrigation District and either Franklin Ditch Company or Mason Creek Ditch Company concerning water rights, the Caldwell Highline Canal or use of any water delivered through the Caldwell Highline Canal.

RESPONSE TO REQUEST FOR PRODUCTION NO. 4: Documents responsive to this request are attached as Bates Nos. PID000039-PID000063, PID000066-PID000073, PID000304-PID000308, PID000311-PID000342 and PID000355-PID000361. However, for the reasons described in the responses to Requests for Production Nos. 1 and 2, in responding to this request, Pioneer only searched its board minutes using electronic searches back to 1973. To the extent this request would require Pioneer to manually review all of its board minutes prior to 1973, such request would be unduly burdensome, and Pioneer objects to this request on that basis. However, such board meeting minutes are located at Pioneer's business offices at 3804 S. Lake Ave., Caldwell, Idaho 83605. In accordance with Idaho Rule of Civil Procedure 34, Mason may inspect such meeting minutes at a mutually agreeable date and time.

REQUEST FOR PRODUCTION NO. 5: Please produce all records and other documents of the Idaho & Oregon Land Improvement Company concerning water rights, the Caldwell Highline Canal, and any water delivered by or through the Caldwell Highline Canal,

specifically including water delivered to lands within the boundaries of Mason Creek Ditch Company.

RESPONSE TO REQUEST FOR PRODUCTION NO. 5: Documents responsive to this request are attached as Bates Nos. PID000105-PID000108, PID000110-PID000113, PID000121-PID000126, PID000128-PID000133, PID000140-PID000148, and PID000347-PID000354.

REQUEST FOR PRODUCTION NO. 6: Please produce all documents, contracts, agreement [*sic*], memoranda, notes, minutes, and documents of any kind that Pioneer Irrigation District referred to or relied upon in objecting to the water rights decreed to Mason Creek Irrigation District, now identified as water right no. 63-179C or in claiming water right no. 63-179A.

RESPONSE TO REQUEST FOR PRODUCTION NO. 6: Pioneer objects to this request on the basis that the phrase "all documents . . . referred to or relied upon" is vague and overbroad, and it would be unduly burdensome for Pioneer to identify and produce all documents arguably responsive to this request. Without waiving such objection, documents responsive to this request are attached as Bates Nos. PID000275-PID000280. In addition, it is likely that Pioneer consulted maps of its general service area and facilities. Copies of such maps will be made available at Pioneer's business offices at 3804 S. Lake Ave., Caldwell, Idaho 83605, at a mutually agreeable time and date.

REQUEST FOR PRODUCTION NO. 7: Please produce all records, logs, diaries, reports, minutes, and documents of any kind that demonstrate Pioneer Irrigation District's historical use, delivery, or application of the water to beneficial use represented by water right

no. 63-179C decreed to Mason Creek Ditch Company or by water right no. 63-179A claimed by Pioneer Irrigation District.

RESPONSE TO REQUEST FOR PRODUCTION NO. 7: Pioneer objects to this request on the basis that the category of documents requested is extremely broad, and requiring Pioneer to review all of its records for documents responsive to such a broad request would be unduly burdensome. In addition, this request calls for the production of documents protected by the attorney-client privilege. Without waiving such objections, Pioneer responds that documents responsive to this request are attached hereto as Bates Nos. PID000001-PID000035, PID000074-PID000097, PID000109, PID000127, PID000134-PID000139, and PID000151. In addition, Pioneer possesses ditch rider journals for the past seven irrigation seasons which contain daily handwritten logs of water orders and deliveries from the Highline Canal, as well as a set of the annual "Water Distribution of Boise River District 63" reports, both of which are responsive to this request and will be made available for inspection by Mason at Pioneer's businesses offices at 3804 S. Lake Ave., Caldwell, Idaho 83605, at a mutually agreeable date and time.

REQUEST FOR PRODUCTION NO. 8: Please produce all documents upon which you referred to or relied upon to answer any of the foregoing interrogatories.

RESPONSE TO REQUEST FOR PRODUCTION NO. 8: Pioneer objects to this request on the basis that the phrase "all documents upon which you referred to or relied upon" is vague and overbroad, and requiring Pioneer to produce all documents arguably responsive to this request would be unduly burdensome and that such request calls for the production of documents protected by the attorney-client privilege. Without waiving such objections, documents responsive to this request are attached as Bates Nos. PID000152-PID000303.

REQUEST FOR PRODUCTION NO. 9: Please produce all documents that Pioneer Irrigation District intends to introduce as exhibits at the trial of this action.

RESPONSE TO REQUEST FOR PRODUCTION NO. 9: Pioneer is still in the process of identifying exhibits for trial and reserves the right to supplement this response in accordance with Idaho Rule of Procedure 26(e) and the Trial Scheduling Order as trial exhibits are identified. At this time, Pioneer intends to produce the documents attached as Bates Nos. PID000110-PID000113, PID000128-PID000132, PID000152-PID000303 and PID000344 as exhibits at trial.

REQUEST FOR PRODUCTION NO. 10: Please produce copies of any expert analyses, reports, memoranda, or other documents produced by an expert retained to provide services or advice to Pioneer Irrigation District that in any way relates to the basis for the objection filed by Pioneer Irrigation District to water right no. 63-179C or in claiming water right no. 63-179A. This request specifically seeks all documents required to be produced under Rule 26(b)(4) of the Idaho Rules of Civil Procedure concerning the opinions of your experts and the basis therefor.

RESPONSE TO REQUEST FOR PRODUCTION NO. 10: Pioneer objects to this request as overbroad and outside the scope of Idaho Rules of Civil Procedure 26(b)(3), 26(b)(4), and 26(b)(4)(B). Pursuant to Rule 26(b)(3), Mason “may obtain discovery of documents and tangible things...prepared in anticipation of litigation or for trial by or for [Pioneer] or by or for [Pioneer’s] representative (including [Pioneer’s] attorney [or] consultant []) *only upon a showing* that [Mason] has substantial need of the materials in the preparation of [Mason’s] case and that [Mason] is unable without undue hardship to obtain the substantial equivalent of the materials by other means.” (Emphasis added). Pursuant to Rule 26(b)(4),

“discovery of *facts known and opinions held* by experts expected to testify . . . and acquired or developed in anticipation of litigation or for trial, may be obtained by *interrogatory and/or deposition . . .*” (Emphasis added). Pursuant to Rule 26(b)(4)(B), “[a] party may not discover facts known or opinions held by an expert who has been retained or specially employed by another party in anticipation of litigation or preparation for trial and who is not expected to be called as a witness at trial”

Notwithstanding such objections, Pioneer responds that, as previously disclosed in Response to Interrogatory No. 7, Pioneer has retained the services of Scott King, P.E. of SPF Water Engineering, LLC as an expert witness in this matter. At this time, Pioneer expects Mr. King to provide testimony regarding the general operational and flow regime of Pioneer’s Highline Canal and to prepare maps and other exhibits to illustrate the operation of the Highline Canal, as well as the points of diversion and places of use of the water rights involved. For any other matters outside of this specific scope of testimony, Mr. King is a consulting expert at this time, and the facts known and opinions held by Mr. King as to such other matters are therefore not discoverable at this time. If Pioneer expects Mr. King to testify as to additional matters, Pioneer will supplement this response in accordance with Idaho Rule of Civil Procedure 26 (b) and (e) and the Trial Scheduling Order.

REQUEST FOR PRODUCTION NO. 11: For any document withheld on the basis of some claimed privilege, please produce a privilege log describing the document and the basis of the claim of privilege.

RESPONSE TO REQUEST FOR PRODUCTION NO. 11: A privilege log compliant with Idaho Rule of Civil Procedure 26(b)(5)(A) is attached. Pioneer objects to

Mason's requests to the extent they request the production of privileged documents and information not required by Rule 26(b)(5)(A).

**IV.
RESPONSES TO REQUESTS FOR ADMISSION**

REQUEST FOR ADMISSION NO. 1: Please admit that the Mason Creek Ditch Company was decreed 1860 inches of water in the "Stewart Decree," and that Exhibit B is a true and correct copy of paragraph XLIII from the Stewart Decree decreeing that water right to the Mason Creek Ditch Company.

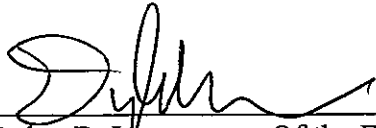
RESPONSE TO REQUEST FOR ADMISSION NO. 1: Pioneer admits the allegation in Request for Admission No. 1, with the qualification that Exhibit "B" is of poor quality and is not entirely legible; therefore, Pioneer cannot definitively confirm that Exhibit "B" is a true and correct copy of the Stewart Decree.

REQUEST FOR ADMISSION NO. 2: Please admit that Pioneer Irrigation District's claim to water right number 63-179A is for the same water right decreed to the Mason Creek Ditch Company in paragraph XLIII of the Stewart Decree.

RESPONSE TO REQUEST FOR ADMISSION NO. 2: Pioneer admits the allegation in Request for Admission No. 2.

DATED this 9th day of September, 2010.

MOFFATT, THOMAS, BARRETT, ROCK &
FIELDS, CHARTERED

By 
Dylan B. Lawrence – Of the Firm
Attorneys for Pioneer Irrigation District

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 9th day of September, 2010, I caused a true and correct copy of the foregoing **PIONEER IRRIGATION DISTRICT'S RESPONSES TO MASON CREEK DITCH COMPANY'S FIRST SET OF DISCOVERY REQUESTS** to be served by the method indicated below, and addressed to the following:

Mason Creek Ditch Company

Represented by:

Albert P Barker

BARKER ROSHOLT & SIMPSON LLP

1010 W. Jefferson, STE 102

P.O. Box 2139

Boise, ID 83701-2139

☐ U.S. Mail, Postage Prepaid

☒ Hand Delivered

☐ Overnight Mail

☐ Facsimile

Director

IDAHO DEPARTMENT OF WATER RESOURCES

322 E. Front Street, 6th Floor

P.O. Box 83720

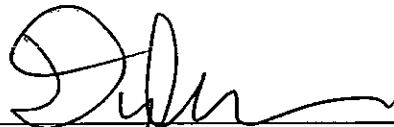
Boise, ID 83720

☒ U.S. Mail, Postage Prepaid

☐ Hand Delivered

☐ Overnight Mail

☐ Facsimile



Dylan B. Lawrence

PIONEER IRRIGATION DISTRICT'S PRIVILEGE LOG

In Re: SRBA Case No. 39576

Subcase Nos. 63-00166A, 63-00166B, 63-00167A, 63-00167B, 63-00179A, 63-00179C, and 63-32580

Case No.	Date	Document	Author	Reviewer	Comments	Request for Production No.
PID000098-PID000100	7/30/2009	Memorandum	Scott L. Campbell	Andrew J. Waldera	AC	Request for Production No. 8
PID000101-PID000104	12/7/2007	Letter	Board of Directors - Pioneer Irrigation District	Scott L. Campbell	AC	Request for Production No. 8
PID000114-PID000120	11/7/2008	Letter	Board of Directors - Pioneer Irrigation District	Scott L. Campbell	AC	Request for Production No. 8
PID000149-PID000150	2/16/1934	Letter	Mr. John May	Frank T. Wyman	AC	Request for Production No. 7

Privilege Key

AC - Attorney-Client

WP - Attorney Work Product

R - Redacted for Document Production

RIDE# 6 - - - - - Elmer Atherton

<i>Railroad lat</i>	<i>382.28</i>
Highline & Free Delivery	2,794.70 <i>+ 341.27</i> <i>old r. lat 4</i>
100 Lateral	939.32
Mason Creek	23.75
200 Lateral	201.81
300 Lateral	714.15
400 Lateral	1,027.01
500 Lateral (Canyon Hill)	783.12
Black Canyon Exchange	80.93
Black Canyon Delivery	103.60
TOTAL	6,669.39
Canyon Hill Pump	753.00
Water Exchange	21.50
TOTAL	7,443.89

PUMPS

Edwards
Grove
Guinn
Kobisky
Watanabe

WELLS

Guinn
Horton

DITCH RIDER = 6
***** *

ACRES.xx TOTALS.-->PAGE: 1

LATERAL.... = 80.00 MH HIGHLINE

GATE = 1 A 1&2/FREE DEL

938 William C. Clayton [1] 378.50
.....
GATE TOTAL: 378.50

GATE = 3 FREE DELIVERY

9504 FREE DEL [] 126.50 [FREE DEL]
Wendell Allen
.....
GATE TOTAL: 126.50

GATE = 4 FREE DELIVERY

1116-4 Edward H. Bryce [] 126.50
.....
GATE TOTAL: 126.50

GATE = 5 FREE DELIVERY

9505 FREE DEL [1] 126.50 [FREE DEL]
Mike Mulchay
.....
GATE TOTAL: 126.50

GATE = 6 FREE DELIVERY

9506 FREE DEL [2] 40.00 [FREE DEL]
Mrs. Gene Larson
9507 FREE DEL [3] 86.50 [FREE DEL]
Del Whiffin, Est
.....
GATE TOTAL: 126.50

GATE = 7 FREE DELIVERY

910 Floyd Rosdahl [] 26.00
9508 FREE DEL [4] 126.50 [FREE DEL]
Mrs Charles Sylvis/Whiffin
9509 FREE DEL [5] 253.00 [FREE DEL]
Cyrus Bishop
.....
GATE TOTAL: 405.50

GATE = 8

914 Jane Hicks [] 37.38

DITCH RIDER = 6

***** *

ACRES.xx TOTALS.->PAGE: 2

LATERAL.... = 80.00 MH HIGHLINE

GATE = 8

9510 FREE DEL [6] 14.62 [FREE DEL]
Weldon Seamons

9511 FREE DEL [7] 150.00 [FREE DEL]
Earl Upmoor

.....
GATE TOTAL: 202.00

GATE = 9 10, & 11

976 Walter Guinn [] 27.20

.....
GATE TOTAL: 27.20

GATE = 11 A

1003 Mark Link [] 2.50

1004 Nampa TRACTOR [] 6.75 [Nampa TRACTOR]
Nampa Tractor Salvage

.....
GATE TOTAL: 9.25

GATE = 12

912 Robert D. Lee [2] 35.52

.....
GATE TOTAL: 35.52

GATE = 13 FREE DELIVERY

902 YAMAMOTO [1] 1.70 [YAMAMOTO]
9512 FREE DEL [8] 22.00 [FREE DEL]
Sam Porter Est.

.....
GATE TOTAL: 23.70

GATE = 13 A FREE DELIVERY

9510 FREE DEL [6] 38.25 [FREE DEL]
Weldon Seamons

.....
GATE TOTAL: 38.25

GATE = 14 FREE DELIVERY

1393 Gail Uehlin [] 74.50

DITCH RIDER = 6

***** *

ACRES.xx TOTALS.-->PAGE: 3

LATERAL.... = 80.00 MH HIGHLINE

GATE = 14 FREE DELIVERY

.....
GATE TOTAL:

.....
74.50

GATE = 15 FREE DELIVERY

4426

Everett Jones

[]

42.06

9513

FRANKLIN DITCH

[9]

40.00

[FRANKLIN DITCH]

Free Delivery

.....
GATE TOTAL:

.....
82.06

GATE = 15 A /GROVE PUMP

908

YAMAMOTO

[5]

20.00

[YAMAMOTO]

Yamamoto Farms, Inc.

999

Leonard L. Hurst, Jr.

[]

9.00

907

Calvin Gordon

[]

5.30

906

YAMAMOTO

[4]

33.75

[YAMAMOTO]

Yamamoto Farms, Inc.

.....
GATE TOTAL:

.....
68.05

GATE = 16

904

YAMAMOTO

[A]

1.07

[YAMAMOTO]

903

YAMAMOTO

[2]

38.93

[YAMAMOTO]

Yamamoto Farms, Inc.

3992

FREE DELIVERY

[]

0.00

[FREE DELIVERY]

Leonard Fullerton

878

FREE DELIVERY

[]

0.00

[FREE DELIVERY]

Helen Crosiar

.....
GATE TOTAL:

.....
40.00

LATERAL TOTAL:

1890.53

LATERAL.... = 100.00 LA LATERAL

GATE = 1 & 2

905

YAMAMOTO

[3]

40.00

[YAMAMOTO]

Yamamoto Farms, Inc.

.....
GATE TOTAL:

.....
40.00

GATE = 2 & 2A

895

YAMAMOTO

[9]

33.73

[YAMAMOTO]

Yamamoto Farms, Inc.

DITCH RIDER = 6

***** *

LATERAL.... = 100.00 LA LATERAL

ACRES.xx TOTALS.-->PAGE: 4

GATE = 2 & 2A

902	YAMAMOTO	[1]	22.84	[YAMAMOTO]
902-1	WINK	[]	2.16	[WINK]
	Ron Winkler, Arthur Berry,			
896	Georgia M. Whitney	[]	6.89	
1022	PUREGRO	[]	5.94	[PUREGRO]
895-1	Kenneth Dunn	[]	4.45	
				
	GATE TOTAL:		76.01	

GATE = 3 & 4,4A,4B

1021	Eugene L. Kidney	[]	7.00	
				
	GATE TOTAL:		7.00	

GATE = 5

899	MATSUMOTO	[2]	38.00	[MATSUMOTO]
	Matsumoto Brothers			
901	LONG	[]	2.00	[LONG]
	Longview Fibre Co			
				
	GATE TOTAL:		40.00	

GATE = 6

900	Earl Post	[]	4.65	
				
	GATE TOTAL:		4.65	

GATE = 7 & 8

898	NEWBILL FARMS	[1]	70.00	[NEWBILL FARMS]
	Newbill Farms, Inc.			
				
	GATE TOTAL:		70.00	

GATE = 9 ,10, & 11

897	John Crosiar	[]	42.00	
				
	GATE TOTAL:		42.00	

GATE = 12

893	Glenn T. Lepel	[]	40.50	
-----	----------------	-----	-------	--

DITCH RIDER = 6

***** *

ACRES.xx TOTALs.->PAGE: 5

*****-----

LATERAL.... = 100.00 LA LATERAL

GATE = 12

894 Steven Hall [] 6.00
.....
GATE TOTAL: 46.50

GATE = 13

892 Lucille Lepel [] 40.99
892-1 Larry E. Corn [] 56.19
.....
GATE TOTAL: 97.18

GATE = 14

9509 FREE DEL [5] 120.00 [FREE DEL]
Cyrus Bishop
9515 FREE DEL [A] 126.50 [FREE DEL]
Joe DeWaard
9516 FREE DEL [B] 78.00 [FREE DEL]
Mason Creek
.....
GATE TOTAL: 324.50

GATE = 15 & 16

878 Helen Crosiar [] 37.50
.....
GATE TOTAL: 37.50

GATE = 17 ,18 & 19

889 Cordell R. Lamney [] 55.50
.....
GATE TOTAL: 55.50

GATE = 20

883 Virgil Lamney [] 28.84
.....
GATE TOTAL: 28.84

GATE = 21

878 Helen Crosiar [] 20.00
.....
GATE TOTAL: 20.00

GATE = 22 A & 22B

873 Ernestine D. Wells [] 34.48

DITCH RIDER = 6

***** *

LATERAL.... = 100.00 LA LATERAL

ACRES.xx TOTALS.->PAGE: 6

GATE = 22 A & 22B

877	CH VALLEY	[]	2.00	[CH VALLEY]
	Valley United Pentecostal			
874	Steve Jordan	[]	5.46	
875	Morris G. Mattox	[]	2.00	
876	Norman Rutzen	[]	5.70	

GATE TOTAL: 49.64

LATERAL TOTAL: 939.32

LATERAL.... = 101.00 MH HIGHLINE

GATE = 17

1023	Raymond Nau	[]	39.36	
1024	Elden Ryals	[]	0.64	

GATE TOTAL: 40.00

GATE = 17 P /EDWARDS PUMP

1023	Raymond Nau	[]	20.00	
------	-------------	-----	-------	--

GATE TOTAL: 20.00

GATE = 18

1021	Eugene L. Kidney	[]	10.00	
1018	Fred Crosiar	[]	75.96	
1019	Arthur M. Pierce	[]	20.75	
1020	Eddie M. Cusic	[]	0.50	

GATE TOTAL: 107.21

GATE = 18 P /KOBISKY PUMP

1026	MATSUMOTO	[3]	76.83	[MATSUMOTO]
	Matsumoto Brothers			

GATE TOTAL: 76.83

GATE = 19

1027	Howard A. Nau	[3]	7.00	
------	---------------	-----	------	--

GATE TOTAL: 7.00

GATE = 20 & 21

1034	L G. Bow	[]	15.02	
------	----------	-----	-------	--

DITCH RIDER = 6

ACRES.xx TOTALS.->PAGE: 7

***** *

*****-----

LATERAL.... = 101.00 MH HIGHLINE

GATE = 20 & 21

GATE TOTAL:

15.02

LATERAL TOTAL:

266.06

LATERAL.... = 102.00 MC MASON CREEK

GATE = 1

1079 Michael G. Allred [2] 2.35

1080 John W. Jardine [2] 8.40

GATE TOTAL: 10.75

GATE = 2

1071 Francis D. Vassar [] 10.00

GATE TOTAL: 10.00

GATE = 3

1034 L. G. Bow [] 3.00
Stephen Bow

GATE TOTAL: 3.00

LATERAL TOTAL: 23.75

LATERAL.... = 103.00 MH HIGHLINE

GATE = 22 L.G. BOW PUMP

1031 Keith D. Bow [] 1.81

1032 Daniel D. Bow [] 1.80

1033 James R. Dyer [1] 1.32

1034 L. G. Bow [] 37.00

GATE TOTAL: 41.93

GATE = 23 /PUMP

1025 John D. Bow [1] 53.94

GATE TOTAL: 53.94

LATERAL TOTAL: 95.87

LATERAL.... = 200.00 LA LATERAL

GATE = 1

1029 Carl W. Isaacson [] 3.00

DITCH RIDER = 6

***** *

LATERAL.... = 200.00 LA LATERAL

ACRES.xx TOTALS.->PAGE: 8

GATE = 1

GATE TOTAL: 3.00

GATE = 2

1025 John D. Bow [1] 4.00

GATE TOTAL: 4.00

GATE = 3 & 4

1017 George Tallabas [] 75.16

GATE TOTAL: 75.16

GATE = 5 & 6

1045 RIDDLE [] 3.00 [RIDDLE]

Riddle Farm

GATE TOTAL: 3.00

GATE = 7

1042 Richard L. Dailey [] 8.01

1043 Thomas W. Priest [] 3.50

GATE TOTAL: 11.51

GATE = 8

1044 Alan G. Crider [] 4.00

1041 Dorothy A. Crider [] 4.60

GATE TOTAL: 8.60

GATE = 9

1040 Eugene E. Prickett [] 12.00

GATE TOTAL: 12.00

GATE = 10

890 AND ROE MCKN [] 10.74 [AND ROE MCKN]

Andre-Roedel-McKnight

DITCH RIDER = 6

ACRES.xx TOTALS.->PAGE: 9

***** *

LATERAL.... = 200.00 LA LATERAL

GATE = 10

889	Cordell R. Lamney	[]	5.50
891	Philip H. Andre	[]	3.76
			
GATE TOTAL:			20.00

GATE = 11

1039	Florence Roeser	[]	3.00
			
GATE TOTAL:			3.00

GATE = 12

884	Ronald K. Burch	[]	1.86
885	Oree Ivie	[]	1.04
888	Jacquelyn C. Orcutt	[]	7.47
885-2	Floyd H. Day	[]	2.29
886	Walter L. Gray	[1]	12.88
879	MATSUMOTO	[1]	25.00 [MATSUMOTO]
Matsumoto Brothers			
880	Aldon W. Harshman	[2]	3.10
881	Jesse D. Downs	[]	1.40
882	Raymond Puga	[]	1.16
885-1	LOTT & TAYLOR	[]	5.34 [LOTT & TAYLOR]
Henry Lott & Jack Taylor			
			
GATE TOTAL:			61.54

LATERAL TOTAL: 201.81

LATERAL.... = 250.00 MH HIGHLINE

GATE = 24

1030	John D. Bow	[2]	32.69
1028	Virgil Isaacson	[2]	35.10
			
GATE TOTAL:			67.79

LATERAL TOTAL: 67.79

LATERAL.... = 300.00 LA LATERAL

GATE = 1

1025	John D. Bow	[1]	15.00
------	-------------	-----	-------

DITCH RIDER = 6

***** *

ACRES.xx TOTALs.->PAGE: 10

LATERAL.... = 300.00 LA LATERAL

GATE = 1

GATE TOTAL:

15.00

GATE = 2

1040

Eugene E. Prickett

[]

5.60

GATE TOTAL:

5.60

GATE = 3

1053-1

John A. Dyer

[5]

47.80

1052

FARM CREDIT

[1]

50.83

[FARM CREDIT]

Northwest Farm Credit

1052-1

Bill Gilbert

[C]

7.07

GATE TOTAL:

105.70

GATE = 4

1045

RIDDLE

[]

34.00

[RIDDLE]

Riddle Farm

GATE TOTAL:

34.00

GATE = 5

1039

Florence Roeser

[]

35.60

GATE TOTAL:

35.60

GATE = 6

1037

Aldon W. Harshman

[5]

50.45

GATE TOTAL:

50.45

GATE = 7

1037

Aldon W. Harshman

[5]

10.00

GATE TOTAL:

10.00

GATE = 8 , 9 & 10

1038

Laurence Grassl

[]

40.00

DITCH RIDER = 6

***** *

LATERAL.... = 300.00 LA LATERAL

ACRES.xx TOTALS.-->PAGE: 11

GATE = 8 , 9 & 10

GATE TOTAL:

40.00

GATE = 11

887

Walter L. Gray

[2]

9.12

GATE TOTAL:

9.12

GATE = 12

1035

Charlie S. Nelson

[]

39.31

GATE TOTAL:

39.31

GATE = 13 & 14

1036

Aldon W. Harshman

[4]

40.00

GATE TOTAL:

40.00

GATE = 15

1441

Robert Rogers'

[]

1.80

1444

~~Theodore G. Posedny~~ *Michael Butler*

[]

0.60

1445

W C. Huskey,

[]

1.00

1439

TWIN CITIES

[]

11.03

[TWIN CITIES]

Twin Cities Broadcasting

1439-1

Gene F. Lane/

[]

0.40

1440

Patrick K. Herre/

[]

0.65

1442

Ronald A. Ames

[2]

0.42

1443

Carl Hoffman

[]

0.77

GATE TOTAL:

16.67

GATE = 16

880

Aldon W. Harshman

[2]

71.10

880-1

VINSON FARMS

[7]

2.18

[VINSON FARMS]

Vinson Farms, Inc.

GATE TOTAL:

73.28

GATE = 17 & 18

879

MATSUMOTO

[1]

49.78

[MATSUMOTO]

Matsumoto Brothers

DITCH RIDER = 6

***** *

LATERAL.... = 300.00 LA LATERAL

ACRES.xx TOTALs.->PAGE: 12

GATE = 17 & 18

GATE TOTAL:

49.78

GATE = 19

1432	Larry Meredith	[]	4.79
1434	Jim Basinger	[]	4.49
1433	Richard E. Glenn	[]	0.60

GATE TOTAL:

9.88

GATE = 20

1435	Maria Villanueva	[]	1.00
1435-1	Roger Goff	[1]	0.80
1438	Mary Ann Haines	[]	1.16
1437	Laura A. Orr	[]	0.56
1436	Fred Springer	[]	0.55

GATE TOTAL:

4.07

GATE = 20 S SQUAW BUTTE

4364	Roger Goff	[2]	0.50
4365	Kurt D. Brunmeier	[]	0.40
4366	Loydd H. Stewart	[]	0.40
4367	Kathleen M. Tessman	[]	0.40
4368	Douglas Endecott	[]	0.40
4369	Wendell L. Archer	[]	0.40
4370	Marty L. Milburn	[]	0.40
4371	Jean Lukehart	[]	0.40

GATE TOTAL:

3.30

GATE = 21

871	Bryant R. Barber	[]	6.00
869	William Van Paepegghem	[]	3.25
870	Albert J. Helzer	[]	3.91

GATE TOTAL:

13.16

GATE = 22

1430	Cletus Pierce	[]	9.00
------	---------------	-----	------

DITCH RIDER = 6

***** *

ACRES.xx TOTALs.-->PAGE: 13

LATERAL.... = 300.00 LA LATERAL

GATE = 22

1431	Leland Sloan	[]	2.00
			
	GATE TOTAL:		11.00

GATE = 23

872	Ira E. Vassar, Jr.	[1]	28.00
			
	GATE TOTAL:		28.00

GATE = 24

1399	William D. Byerly	[]	3.00
1400	Terry E. Wolford	[]	4.80
1401	Raul A. Deluna	[]	2.20
1406	Jerry A. Rose	[]	5.00
1407	Beverly Raasch	[2]	10.62
1405	Beverly Raasch	[1]	10.07
1403	Jaime Bermudez-Koch	[]	3.76
1404	Ira E. Vassar, Jr.	[2]	12.80
1402	John J. Jeffredo	[]	1.98
			
	GATE TOTAL:		54.23

GATE = 25

1413	Fred P. Houston	[1]	66.00
			
	GATE TOTAL:		66.00

LATERAL TOTAL:

714.15

LATERAL.... = 350.00 MH HIGHLINE

GATE = 25 & 26

1052	FARM CREDIT	[1]	107.90	[FARM CREDIT]
	Northwest Farm Credit			
				
	GATE TOTAL:		107.90	

GATE = 26

1053	Carl R. Klahr	[]	4.30
			
	GATE TOTAL:		4.30

GATE = 27 & 28

1055-1	Domingo E. Asumendi	[2]	16.00
--------	---------------------	-----	-------

DITCH RIDER = 6

***** *

LATERAL.... = 350.00 MH HIGHLINE

GATE = 27 & 28

GATE TOTAL:

16.00

GATE = 29 & 30

1055-1
1054

Domingo E. Asumendi
ARROWAY FARMS
Arrowway Farms, Inc.

[2] 25.00
[3] 153.41

[ARROWAY FARMS]

GATE TOTAL:

178.41

GATE = 30 P WATANABE PUMP

1062

Clinton L. Shippy

[] 30.00

GATE TOTAL:

30.00

LATERAL TOTAL:

336.61

LATERAL.... = 400.00 LA LATERAL

GATE = 1

1051
1050

Carolyn Ruble
Lon R. Klahr

[] 1.33
[] 19.47

GATE TOTAL:

20.80

GATE = 2

1049

Calbert E. Bingham

[] 8.00

GATE TOTAL:

8.00

GATE = 3

1048
1047

Aldon W. Harshman
Clyde Fillmore, Jr.

[6] 11.26
[] 0.45

GATE TOTAL:

11.71

GATE = 4

1454

L E. Hickman

[3] 21.94

GATE TOTAL:

21.94

GATE = 5 ,6 & 7

1046

L E. Hickman

[1] 52.10

ACRES.xx TOTALs.->PAGE: 14

DITCH RIDER = 6

***** *

ACRES.xx TOTALs.->PAGE: 15

LATERAL.... = 400.00 LA LATERAL

GATE = 5 ,6 & 7

.....
GATE TOTAL: 52.10

GATE = 8 & 9

1451 John A. Dyer [8] 50.00

.....
GATE TOTAL: 50.00

GATE = 10

1037 Aldon W. Harshman [5] 15.00

.....
GATE TOTAL: 15.00

GATE = 10 W HORTON WELL

9525 HORTON WELL [] 0.00 [HORTON WELL]
Horton Well

.....
GATE TOTAL: 0.00

GATE = 11 & 12

1447 Ralph Smeed [1] 178.39

1448 WM LEMAN [] 1.16 [WM LEMAN]

.....
GATE TOTAL: 179.55

GATE = 13

1449-2. SNAKE RIVER [] 4.70 [SNAKE RIVER]
Snake River Chemicals, Inc

1449. William C. Newton [] 6.53

1449-1. WL INC [] 1.00 [WL INC]
William Leman, Inc.

1450' Aldon W. Harshman [8] 54.17

.....
GATE TOTAL: 66.40

GATE = 14

1419. Harold LeCornu [] 6.56

1422. Bryan Miller [] 4.10

1427. Ernest Smith, Jr. [1] 3.33

DITCH RIDER = 6

***** *

LATERAL.... = 400.00 LA LATERAL

ACRES.xx TOTALs.->PAGE: 16

GATE = 14

1429	Ernest Smith, Jr.	[2]	4.40
1417	Chris Yamamoto	[2]	27.38
1420	LaVar Spencer	[]	1.00
1421	Jeffrey A. Morris	[]	2.00
1418	James D. Morrison	[]	2.43
1424	Wayne Stephens	[]	2.59
1423	Adolph G. Lohrey	[]	3.85
1426	Vencil Fleetwood	[]	0.62
1425	Lena Lakey	[]	0.38
1428	Robert A. Muhlenbeck	[]	0.54
.....			
GATE TOTAL:			59.18

GATE = 15

1414	Chris Yamamoto	[1]	37.83
1415	Sidney L. Griffiths	[]	2.17
1416	George Nishitani	[2]	117.00
.....			
GATE TOTAL:			157.00

GATE = 16

1413	Fred P. Houston	[1]	61.90
.....			
GATE TOTAL:			61.90

GATE = 17

1412	Eldon C. Steffenhagen	[]	2.95
.....			
GATE TOTAL:			2.95

GATE = 18 & 19

1410	Ben Frank	[]	32.81
1411	Eugene Landes	[]	4.54
.....			
GATE TOTAL:			37.35

GATE = 20

1409	John H. Burch	[]	1.00
.....			
GATE TOTAL:			1.00

GATE = 21

1408	Alferd Wing	[]	40.00
------	-------------	-----	-------

DITCH RIDER = 6

***** *

LATERAL.... = 400.00 LA LATERAL

ACRES.xx TOTALs.->PAGE: 17

GATE = 21

1394. Marvin E. Peret [] 12.00

.....
GATE TOTAL: 52.00

GATE = 22 PEACEFUL ACRE

4036. Vernon R. Winter [] 2.45

4037. Larry G. Hoobery [] 1.35

4038. Daniel P. Dougherty [1] 1.62

4039. Terry J. Davis [] 0.65

4040. David M. Jones [1] 1.23

4041. Gary R. Muller [] 0.53

4041-1. David M. Jones [2] 0.22

.....
GATE TOTAL: 8.05

GATE = 23

1398. Mary Hemenway [] 11.08

1398-1. Kenneth Gordy [] 1.76

.....
GATE TOTAL: 12.84

GATE = 23 A & 24

1397. Fred P. Houston [3] 31.92

1397-1. Gifford Vassar [] 4.72

.....
GATE TOTAL: 36.64

Below Muller front
GATE = 25

1387. Gwen Fuller [] 7.50

1388. Ethel M. Wilson [] 0.50

1391. Betty E. Kinley [] 33.00

1389. Rodney H. Brasse [] 2.00

1390. James D. Dyer [] 5.00

.....
GATE TOTAL: 48.00

GATE = 26

9517. FREE DEL [C] 40.00 [FREE DEL]

Betty Kinley

9518. FREE DEL [D] 47.00 [FREE DEL]

Brown

DITCH RIDER = 6

***** *

ACRES.xx TOTALs.->PAGE: 18

*****-----

LATERAL.... = 400.00 LA LATERAL

GATE = 26

9519.	FREE DEL	[E]	14.80	[FREE DEL]
	Charles Paynter			
9520.	FREE DEL	[F]	12.80	[FREE DEL]
	Bedal			
9521.	FREE DEL	[G]	10.00	[FREE DEL]
	Edith Mason			

.....
GATE TOTAL:

.....
124.60

LATERAL TOTAL:

1027.01

LATERAL.... = 500.00 LA CANYON HILL

GATE = 1

1062.	Clinton L. Shippy	[]	8.53	
1063	CITY CALDWELL	[2]	43.22	[CITY CALDWELL]
	GATE TOTAL:		51.75	

*Total
Below
mussle front
172.60*

GATE = 2

2066	CITY CALDWELL	[D]	5.71	[CITY CALDWELL]
	City of Caldwell			
	GATE TOTAL:		5.71	

GATE = 3

2065	CITY CALDWELL	[C]	35.01	[CITY CALDWELL]
	City of Caldwell			
2065-1	VINSON FARMS	[6]	4.99	[VINSON FARMS]
	Vinson Farms, Inc.			
	GATE TOTAL:		40.00	

GATE = 4

2058	CITY CALDWELL	[7]	29.00	[CITY CALDWELL]
	City of Caldwell			
2064	CITY CALDWELL	[B]	83.00	[CITY CALDWELL]
	City of Caldwell			
2059	CITY CALDWELL	[8]	18.17	[CITY CALDWELL]
	City of Caldwell			
2063	VINSON FARMS	[5]	20.00	[VINSON FARMS]
	Vinson Farms, Inc.			

DITCH RIDER = 6

***** *

LATERAL.... = 500.00 LA CANYON HILL

ACRES.xx TOTALs.-->PAGE: 19

GATE = 4

.....
GATE TOTAL:

.....
150.17

GATE = 6

2062 CITY CALDWELL [A] 4.30 [CITY CALDWELL]

City of Caldwell

2062-1 VINSON FARMS [4] 15.70 [VINSON FARMS]

Vinson Farms, Inc.

.....
GATE TOTAL:

.....
20.00

GATE = 7

1455 Ludwig P. Werlinger [] 3.50

1456 Kenneth L. Beavers [] 4.05

1453 Dallas Dillon [] 3.92

.....
GATE TOTAL:

.....
11.47

GATE = 8

2061 CITY CALDWELL [9] 14.49 [CITY CALDWELL]

City of Caldwell

2061-1 VINSON FARMS [3] 5.51 [VINSON FARMS]

Vinson Farms, Inc.

.....
GATE TOTAL:

.....
20.00

GATE = 9

2058 CITY CALDWELL [7] 5.00 [CITY CALDWELL]

City of Caldwell

.....
GATE TOTAL:

.....
5.00

GATE = 10

2061 CITY CALDWELL [9] 20.00 [CITY CALDWELL]

City of Caldwell

.....
GATE TOTAL:

.....
20.00

GATE = 11

1452 Fred P. Houston [2] 12.12

DITCH RIDER = 6

***** *

LATERAL.... = 500.00 LA CANYON HILL

ACRES.xx TOTALS.-->PAGE: 20

GATE = 11

1452-1	CITY CALDWELL	[0]	27.88	[CITY CALDWELL]
				
	GATE TOTAL:		40.00	

GATE = 12

1447	Ralph Smeed	[1]	20.00	
				
	GATE TOTAL:		20.00	

GATE = 13

1452	Fred P. Houston	[2]	22.85	
1452-1	CITY CALDWELL	[0]	10.00	[CITY CALDWELL]
				
	GATE TOTAL:		32.85	

GATE = 14

1461	Raymond G. Smith	[]	5.00	
				
	GATE TOTAL:		5.00	

GATE = 15

1458	Harvey Hudgens	[]	4.58	
1457	Ralph L. Wertenberger	[2]	44.23	
1459	MATTOX & GALL	[]	1.77	[MATTOX & GALL]
	Ralph Mattox & L E Gallup			
				
	GATE TOTAL:		50.58	

GATE = 16

1464	CITY CALDWELL	[4]	5.00	[CITY CALDWELL]
	City of Caldwell			
1452	Fred P. Houston	[2]	7.50	
				
	GATE TOTAL:		12.50	

LATERAL TOTAL:

485.03

LATERAL.... = 500.10 BC BLACK CAN EX

GATE = 17

1462	CITY CALDWELL	[3]	19.69	[CITY CALDWELL]
	City of Caldwell			

DITCH RIDER = 6

***** *

LATERAL.... = 500.10 BC BLACK CAN EX

GATE = 17

GATE TOTAL:

19.69

GATE = 18

1460

Floyd Farris

[] 10.00

GATE TOTAL:

10.00

GATE = 19

2060

EXCLUDED 5-89

[] 0.00 [EXCLUDED 5-89]

2057

Echevarria, Pete

[] 12.29

Dennis Scott

GATE TOTAL:

12.29

GATE = 20

1486-4

William J. McReynolds

[] 2.29

1486-5

Bill W. Malone

[] 1.47

1486

CHERTUDI

[] 7.50 [CHERTUDI]

Chertudi Bros Trucking, Inc

1486-1

Danny D. Hartwig

[] 1.83

1486-2

Thomas W. Burns

[] 1.29

1486-3

Ira L. Ekart

[] 1.25

1490

Susan M. Nielson

[] 3.62

1463

Bill Gilbert

[2] 8.00

1485

OMNIPURE

[] 10.00 [OMNIPURE]

1489

Nelson Wilson

[] 0.60

1486-6

David Owen

[] 1.10

GATE TOTAL:

38.95

LATERAL TOTAL:

80.93

LATERAL.... = 500.90 LA LATERAL

GATE = 20 ,21 & 22

1446

Ralph L. Wertenberger

[1] 76.00

GATE TOTAL:

76.00

GATE = 23 ,24 & 25

1383

William A. Chrz

[2] 18.13

ACRES.xx TOTALS.->PAGE: 21

DITCH RIDER = 6

***** *

ACRES.xx TOTALS.->PAGE: 22

LATERAL.... = 500.90 LA LATERAL

GATE = 23 ,24 & 25

GATE TOTAL:

18.13

GATE = 26 & 27

1396.

DARIGOLD

[]

4.07

[DARIGOLD]

Dairymen's Creamery Assoc.

GATE TOTAL:

4.07

GATE = 26 A ,28, 28A & 29

1395.

George Nishitani

[1]

77.95

GATE TOTAL:

77.95

GATE = 30

1394.

Marvin E. Peret

[]

26.94

GATE TOTAL:

26.94

GATE = 31

1386.

Bill Wood

[]

20.00

1387.

Gwen Fuller

[]

32.00

GATE TOTAL:

52.00

GATE = 32

1393.

Gail B. Uehlin

[2]

16.00

1392.

Maria E. Campos

[]

1.00

GATE TOTAL:

17.00

GATE = 33

1385.

Larry E. Doser

[]

2.00

9522.

R. JOHNSON

[H]

0.00

[R. JOHNSON]

Canyon Hill/see 999 WE

1385-1.

Fred W. Overlin

[]

4.00

GATE TOTAL:

6.00

GATE = 34

1384-1.

LOMAS MORTGAGE

[]

1.34

[LOMAS MORTGAGE]

DITCH RIDER = 6

ACRES.xx TOTALs.->PAGE: 23

***** *

LATERAL.... = 500.90 LA LATERAL

GATE = 34

1384	Myron L. Stahl	[1]	18.66	
9521.	EDITH MASON	[]	0.00	[EDITH MASON]
	Free del-water ex see#999			

GATE TOTAL: 20.00

LATERAL TOTAL: 298.09

LATERAL.... = 550.00 BC BLACK CAN DEL

GATE = 1

Jim Hawes

1376	Darwin L. Feller	[5]	5.50	
1376-1	Robert A. Bushnell	[1]	1.77	
1466	LSSCCO, INC.	[]	0.51	[LSSCCO, INC.]
	LSSCCO, Inc.			
1467.	Ralph Smeed	[2]	34.96	
1470	William A. Chrz	[3]	30.90	
1483	Ralph Russi	[1]	2.70	
1488	Olga D. Gomez	[]	0.24	
1380	William A. Chrz	[1]	8.00	
1379	H C. Hahn	[]	2.00	
1374	IODF LODGE	[1]	8.00	[IODF LODGE]
	I.O.O.F. Grand Lodge			
1375	Robert Franklin-EXCLD	[]	0.00	
	Excluded			
1377	IODF LODGE	[2]	1.93	[IODF LODGE]
	I.O.O.F. Grand Lodge			
1378	Dee Post	[]	2.05	
1467-1	Sabino DeLaConcepcion	[2]	5.04	

GATE TOTAL: 103.60

LATERAL TOTAL: 103.60

LATERAL.... = 550.10 LA 500 LATERAL

GATE = 35 PID/DP

9523	CANYON HILL	[]	753.00	[CANYON HILL]
	Canyon Hill Irr. Dist			
9524	FREE DEL	[1]	0.00	[FREE DEL]
	Schaffer Gerald/when avail			

GATE TOTAL: 753.00

LATERAL TOTAL: 753.00

LATERAL.... = 600.00 MH HIGHLINE

GATE = 31

1059.	CITY CALDWELL	[1]	39.00	[CITY CALDWELL]
-------	---------------	-----	-------	-----------------

DITCH RIDER = 6

***** *

LATERAL.... = 600.00 MH HIGHLINE

ACRES.xx TOTALs.->PAGE: 24

*****-----=====

GATE = 31

GATE TOTAL:

39.00

GATE = 32

2067

LASHER CONST

[3]

62.62

[LASHER CONST]

GATE TOTAL:

62.62

GATE = 33

166

Freeda N. Laster

[]

3.53

166-1

CITY CALDWELL

[K]

17.69

[CITY CALDWELL]

City of Caldwell

GATE TOTAL:

21.22

GATE = 34

161

William H. Olson

[1]

5.52

166

Freeda N. Laster

[]

10.00

161-1

CITY CALDWELL

[J]

0.48

[CITY CALDWELL]

City of Caldwell

GATE TOTAL:

16.00

LATERAL TOTAL:

138.84

LATERAL.... = 999.00 WE WATER EXCHNGE

GATE = 1

9522

R. JOHNSON

[]

1.50

[R. JOHNSON]

Canyon Hill/WE

9521

EDITH MASON

[]

20.00

[EDITH MASON]

Free Del/water ex

GATE TOTAL:

21.50

LATERAL TOTAL:

21.50

DITCH RIDER TOTAL:

7443.89

R6 - Elmer

Free Delivery
9504 #1

MH	80	Highline
LA	100	Laternal
MH	101	Highline
MC	102	Mason Creek
MH	103	Highline
LA	200	Laternal
MH	250	Highline
LA	300	Laternal
MH	350	Highline
LA	400	Laternal
LA	500	Laternal Canyon Del
BC	500.1	Black Can Ex
LA	500.9	Laternal
BC	550	Black Can Del
LA	550.1	500 Laternal
MH	600	Highline Highline

23

22

5

***** THE PID MANAGEMENT SYSTEM *****

[MENU = P-C:CMST 0) 05/03/90 Sch-C = NUMERIC NTX = XPDG]
[ACTION CHANGE ? ---> - *-- UPDATE THE ENTRIES --> h/H = HELP]

.1023
[NAME/code: Nau Raymond Index = I]

[x <-- SELECT LINE # ENTRY] [__job.K__act.I__mm/dd/yy__?_amount.___]

[=====+ 0.00|| 4.00||=AE 2.00||10/01/88||AE 4.00||
1 E 1/2 NE 1/4 N of Hili #= 1: Nau Raymond
2 line of OSLRR with W 1 TYP=POL/CAN: P
3 Th NW along RR to pt o NAME/code/b: Nau Raymond
4 1143' to real pt of be RMRK/comp/b:
5 200' to beg.

FILcod/ride: 6 ACRES: 39.36

LATERAL...#: 101.00

...EXTRA...: MH

NAME FLD #1: HIGHLINE

GATE NUMBER: 17

...EXTRA...:

NAME FLD #2:

ACTION.....: =

***** THE PID MANAGEMENT SYSTEM *****

[MENU = P-C:CMST 0) 05/03/90 Sch-C = NUMERIC NTX = XPDG]
[ACTION CHANGE ? ---> - *-- UPDATE THE ENTRIES --> h/H = HELP]

.1034
[NAME/code: Bow L G Index = I]

[x <-- SELECT LINE # ENTRY] [__job.K__act.I__mm/dd/yy__?_amount.___]

[=====+ 0.00|| 4.00||=AE 2.00||10/01/88||AE 4.00||
1 FIL=P /CW #= 3: Bow L G
2 FIL=P /MH TYP=POL/CAN: P
3 FIL=P /MC NAME/code/b: Bow L G
4 RMRK/comp/b:
0

FILcod/ride: 6 ACRES: 3.00

LATERAL...#: 102.00

...EXTRA...: MC

NAME FLD #1: MASON CREEK

GATE NUMBER: 2

...EXTRA...:

NAME FLD #2:

ACTION.....: =


```
***** THE PID MANAGEMENT SYSTEM *****
[ MENU = P-C-MST
```

```

=====
[NAME/code: Bow                               John                02 1                Index = 1 ]
=====

```

```
[x <-- SELECT LINE # ENTRY]
[=====+=====]
1 0.00 4.00 AE 2.00 10/01/88 AE 4.00
# = 1: Bow John 02
```

FILcod/ride: 6 ACRES: 32.69

...EXTRA...: MH

GATE NUMBER: 24

NAME FLD #2:

```
***** THE PID MANAGEMENT SYSTEM *****
C MENU = P-C:CMST      0)      05/02/02
```

```

=====
[NAME/code: Row | John | 01 | Index = 1 ]
=====

```

```

=====
[---job.k_---act.1_ mm/dd/yy _?_amount._]
0.00|| 4.00||=AE 2.00||10/01/88||AE 4.00||
# = 3: Bow John 01
=====

```

FILcod/ride: 6 ACRES: 15.00

...EXTRA...: LA

GATE NUMBER: 1

NAME FLD #2:

```
***** THE PID MANAGEMENT SYSTEM *****
[ MENU = P-C:CMST          0)          05/04/90      Sch-C =
- ACTION CHANGE ? ---> - *-- UPDATE THE ENTRIES -->      NUMERIC NTX = XPDG ]
1053                                     h/h = HELP ]
```

```
[NAME/code: Klahr                                Carl      R2 |                               Index = I ]
```

```
[x <-- SELECT LINE # ENTRY]
[=====+=====]
[_____job.K_____act.I_ mm/dd/yy _?_ amount. ]
```

```
=====+
1  FIL=P /MH          0.00|| 2.00||=AE 2.00||=10/01/87||AE 2.00||
                        #= 1: Klahr      Carl      R2
```

```

TYP=FOL/CAN: P      Carl      R2
NAME/code/b: Klahr      Carl      R 2
RMRK/comp/b:

```

FILcod/ride: 6 ACRES: 112.20

LATERAL . . . #: 350.00

...EXTRA...: MH

NAME FLD #1: HIGHLINE

GATE NUMBER: 25

...EXTRA...

NAME FLD #2: 8 26

ACTION.....

```

[ MENU = P-C:CMST          0)          05/03/90      Sch-C =          NUMERIC NTX = XPDG ]
[ ACTION CHANGE ? ----> -  *-- UPDATE THE ENTRIES -->          h/h = HELP ]

```

[illegible]

```

=====+
1 0.00 4.00 AE 2.00 10/01/88 AE 4.00

```

TYP=POL/CAN: P

NAME/code/b: Klahr

LATERAL . . . # : 400.00

NAME FLD #1: LATERAL

...EXTRA...;

NAME FLD #2:

ACTION.....=

```

C MENU = P-C:CMST          0)          05/03/90  Sch-C =          NUMERIC NTX = XPDG 1

```

```
=====+=====+=====
```

=====+=====+=====

```

[=====+
0.00||      4.00||=AF 2.00||10/01/88||AF      4.00||

```

1 FILE=7 /MM #= 2: Whitener Philip D
2 TYP=POL/CAN: P

NAME/code/b: Whitener

LATERAL . . . # : 500.00

NAME FLD #1: CANYON HILL

...EXTRA...

NAME FLD #2:

ACTION.....=

ACTION.....=

ACTION _____ =

***** THE PID MANAGEMENT SYSTEM *****

[MENU = P-C:CMST 0) 05/03/90 Sch-C = NUMERIC NTX = XPDG]
[ACTION CHANGE ? ---> - *-- UPDATE THE ENTRIES --> h/H = HELP]

1379

NAME/code: Hahn I H C I Index = I]

[x <-- SELECT LINE # ENTRY]

[__job.K__act.I mm/dd/yy ?_amount.]

0.00 4.00 AE 2.00 10/01/88 AE 4.00

1 #= 1: Hahn H C

TYP=POL/CAN: P

NAME/code/b: Hahn H C

RMRK/comp/b:

FILcod/ride: 6 ACRES: 2.00

LATERAL...#: 550.00

...EXTRA...: BC

NAME FLD #1: BLACK CAN DEL

GATE NUMBER: 1

...EXTRA...:

NAME FLD #2:

ACTION.....: =

***** THE PID MANAGEMENT SYSTEM *****

[MENU = 1-C:CMST 0) 05/03/90 Sch-C = >>>>>ACTION = XPDG]

[ACTION CHANGE ? ---> - *-- UPDATE THE ENTRIES --> h/H = HELP]

9505

NAME/code: FREE DELIVERY I FIRST...: I INITIAL.: OPTadd: 2]

[x <-- SELECT LINE # ENTRY]

[__job.K__act.I mm/dd/yy ?_amount.]

0.00

1 FIL=P /LA #=10: CANYON HILL 2

2 FIL=P /LA TYP=POL/CAN: P

3 FIL=P /LA NAME/code/b: CANYON HILL 2

4 FIL=P /LA RMRK/comp/b: CANYON HILL IRR. DIST

5 FIL=P /LA

6 FIL=P /LA FILcod/ride: 6 ACRES: 753.00

7 FIL=P /WE

8 FIL=P /LA LATERAL...#: 550.10

9 FIL=P /WE ...EXTRA...: LA

10 FIL=P /LA NAME FLD #1: 500 LATERAL

11 FIL=P /LA GATE NUMBER: 35

...EXTRA...:

NAME FLD #2: PID-DP

ACTION.....: =


```

***** THE PID MANAGEMENT SYSTEM *****
[ MENU = P-C:CMST      0)      05/03/90      Sch-C =      NUMERIC NTX = XPDG ]
[ ACTION CHANGE ? ---> - *-- UPDATE THE ENTRIES -->      h/H = HELP ]
1059
=====+=====
[NAME/code: CITY CALDWELL 1      1 1      Index = 1 ]
[=====+=====]
[x <-- SELECT LINE # ENTRY]      [__job.K__act.I__mm/dd/yy__?_amount__]
[=====+=====]
1 FIL=P /MH      0.00||      4.00||=AE 2.00||10/01/88||AE      4.00||
      #= 1: CITY CALDWELL      1
      TYP=POL/CAN: P
      NAME/code/b: CITY CALDWELL      1
      RMRK/comp/b: City of Caldwell

      FILcod/ride: 6      ACRES:      39.00

      LATERAL...#: 600.00
      ...EXTRA...: MH
      NAME FLD #1: HIGHLINE
      GATE NUMBER: 31
      ...EXTRA...:
      NAME FLD #2:

      ACTION.....: =

```

The Board of Directors of Pioneer Irrigation District met in regular session with Directors Alan Newbill, Leland Earnest and Rob Greenfield present. Also present were Jeffrey C. Scott, Superintendent; Dawn C. Fowler, Secretary/Treasurer; and Scott Campbell, Attorney.

AGENDA AMENDMENT: Several items arose after the agenda was posted:

- License Agreement for Intermountain Gas crossing the Phyllis Canal between Ridgecrest and Centennial Golf Courses
- Caldwell de-annexing subdivisions and supplemental wells
- Canyon Hill Lateral Easement
- Caldwell Irrigation Lateral District
- Butt's Flume
- Wilson Drain under Phyllis canal
- Water Exchanges
- City of Caldwell class action lawsuit update (executive session per Idaho Code Section 67-2345, Subsection F) – this item was removed as there were no updates

It was motioned, seconded and unanimously approved to amend the agenda to reflect these items on January's agenda.

It was moved, seconded and carried to approve the minutes of the December 7, 2009 Regular Meeting and the December 14, 2009 special meeting minutes as written.

The financial reports as presented from the QuickBooks printouts were reviewed and accepted. All statements and invoices were reviewed and ordered paid as per the Check Detail submitted in the amount of \$130,257.46 by issuance of check #11142-11213 (general account) and #1063-1064 (revolving fund).

QUITCLAIM DEEDS: It was the consensus of the Board to sign Quitclaim Deeds for properties assessed under the following accounts, as all delinquent and current assessments owing have been paid in full:

Owner Name	Account #	Amount Paid
Michael Sagers	#0880-056	\$245.95
Armando & Clara Martinez Macias	#1189-19	\$508.37
Anthony A. Gonzales	#1189-59	\$901.33
Heidi Lea Fifer	#12268-095	\$294.79
Karisa McCallum	#1262-13	\$1140.87
David R. & Angela M. Dilley	#1262-36	\$475.04
Todd R. Gerzine	#1262-63	\$1948.67
Bernard F. Ozmer, Jr.	#1268-030	\$552.48
Bictor L. & Esmeralda Aceves	#1268-054	\$816.61
Jose M. Salinas Jr. & Candi A. Pinon	#1268-107	\$914.36
Anjenette Peterson	#1273-119	\$264.06
Arnulfo Bermudez, Jr.	#1273-609	\$843.15
Carol Ann Dennis	#1273-67	\$1086.98

Nora L. Benavides	#1273-68	\$47.16
Rosalinda C. Ramos	#1273-727	\$786.35
Jose & Joyanna Calderon	#1273-734	\$746.35
Stephen Maylin	#1273-735	\$618.81
Aaron D. Hammond	#1273-738	\$625.37
Krista D. Genther	#1273-772	\$230.56
Joaquin Cortez	#1273-809	\$630.60
Virginia Ayala	#1273-842	\$325.66
Sharon May	#1273-910	\$325.67
Erin M. Haynie	#1393-51	\$515.74
Antonio Guerrero & Elvia Angel	#1393-62	\$176.01
Anna & Mario Garia	#1767	\$983.96
Matthew T. & Terri A. Shallberg	#1789-07	\$594.39
Jose Oscar Arguello	#1884-107	\$495.65
Ryan D. & Sara L. Upson	#1884-12	\$398.57
Lidia Frias	#1884-80	\$238.78
Elisa Martinez	#2036-21	\$332.20
Ryan W. Preston	#2036-39	\$399.05
Eric Gervais	#2036-88	\$330.19
Jonas Salinas Nava	#2050-111	\$290.66
Patrick M. & Cindy McCall	#2050-60	\$347.70
Mary Lou Lopez	#2050-75	\$188.51
Paula J. Osborn	#2299	\$769.39
Diana E. Allen	#2529	\$395.19
Anastacio Rojas	#3492	\$748.63
Ted L. & Christina Hollopeter	#3595	\$464.52
William D. Herrera	#3894-1	\$615.33
Juan P. & Marie E. Garcia	#4016	\$769.69
Supriano & Linda Sue Tarbala	#4350	\$670.53
Benito & Maria Almeida	#4453-1	\$505.17
Liberty M. Smith	#4671	\$527.44
Hildegard A. Gutierrez	#4927	\$486.29
Shotzy Friedley	#4934	\$464.48
Abdon & Martha A. Saenz	#5067	\$762.18
Bobby R. Smith	#5086	\$2199.99
Stefanie D. Fennell	#5103	\$561.03
Belinda G. Hinkle	#5156	\$471.50
Roland Ozuna	#5167	\$1383.60
Rosa E. Rosas-Medina	#5222	\$1172.65
Cynthia E. Camarena	#5282	\$547.94
Efrain C. Reyes	#5364	\$1803.71
Daniel L. Baez	#5505	\$2031.55
Sijifredo & Maricruz C. Loya	#5506	\$821.16
Mike Fuller	#5507	\$1343.33
Marty D. & Sherri L. Stortroen	#5514	\$2027.05
Traci L. & Jim/Jan Michaelson	#5516	\$572.96
Scott M. Haskins	#6026	\$1711.82
Gary L. Hill	#6062	\$1915.12
Sheri L. Sorrell	#6065	\$1353.52

San Juan Cordova	#6124	\$688.53
Jaeson A. Wise	#6143	\$1122.04
Gregory A. Gostichef	#6152	\$1758.44
David J. & Sally Ann Smith	#6178	\$471.50
Stacy M. Harris	#6194	\$1626.83
Alesha A. Peterson	#6206	\$1758.44
Brad Carico	#6255	\$697.44
Carol S. Gonzales	#6264	\$420.80
Jose L. & Salma M. Pacheco	#6266	\$968.78
Darrel D. Christie	#6299	\$1801.35
Steve R. Hezeltine	#6302	\$253.35
Gonzalo & Josefina Navarro	#6314	\$1273.33
Jose Luis Rangel	#6393	\$893.13
Kenneth L. & Aolele Justesen	#6427	\$1246.00
Jose G. Garcia Jr.	#6433	\$728.67
Sunny N. Telford	#6456	\$1051.54
Douglas D. & Alison Adamson	#6483	\$1247.43
Marcos M. Chaidez	#6634	\$1502.98
David T. Campbell	#6641	\$1187.97
Matthew A. & Misty M. Rice	#6644	\$1604.30
Jason R. Sanders	#6649	\$887.77
Martha Garcia	#6669	\$640.15
Rebecca L. Roberts	#6677	\$1216.12
Dustin K. & Alisha McClanahan	#6681	\$1091.60
Sean M. Southard	#6738	\$842.02
Lisa M. Kerrick	#6802	\$1131.60
Leonardo/Yolanda/Lorena Bautista	#6867	\$469.94
Bank of the Cascades	#0261	corrected quitclaim
Security Financial Fund, LLC	#0261	corrected quitclaim

ORDINANCES: It was the consensus of the Board to approve the following ordinances:

- City of Caldwell Ordinance #2815 annexing Sawgrass Village #1 (20.85 acres under account #1291) to their Municipal Irrigation System
- City of Nampa Ordinance #3892 annexing 314 N. Bonner (.46 acres under account #2337) to their Municipal Irrigation System.

EXCLUSIONS: It was the consensus of the Board to approve the following petitions for exclusion based on no water access to the property and they are not agricultural properties:

- Terrence & Karma Jensen petition for exclusion on acct. #0293 (1.0 acres)
- Terrence & Karma Jensen petition for exclusion on acct. #1165-1 (2.29 acres)
- Robert & Linda Larson petition for exclusion on acct. #3829 (0.31 acres)
- Richard Perry & Irene Buckner Moore petition for exclusion on acct. #3839 (0.30 acres)
- Robert Geisendaffer, Jr. petition for exclusion on acct. #3887-2 (0.16 acres)

It was the consensus of the Board to deny the following petition based on information available that indicates water is available to the property.

- Terrence & Karma Jensen petition for exclusion on acct. #3285 (0.62 acres)

APPOINTMENTS:

HUBBLE HOMES REGARDING A-DRAIN MAINTENANCE AT MONTECITO PARK:
Lori Bartkowski (Hubble Homes) and Jan Rose (property manager for Montecito Park) appeared before the Board to request that Pioneer perform the necessary maintenance (dredging) this year or take back maintenance permanently on the A-Drain through Montecito Park. The costs are more than the HOA can absorb. Ms. Bartkowski and Ms. Rose were informed that if Pioneer took back maintenance, the landscaping along the drain at the subdivision would most likely be damaged or destroyed, and that Pioneer would probably not object to taking back maintenance responsibilities as long as there is something in writing stating that the subdivision understands the landscaping issue. It was also suggested to the ladies that they check the neighboring houses to be sure no one is encroaching on the easement, as those encroachments would have to be removed in order for Pioneer to do the maintenance.

Ms. Rose asked if Pioneer could give her a bid for performing the work this year, and Superintendent Scott indicated he could get her a price; however, it would not include haul-off of the spoils. Spoils would be placed on the drain bank and smoothed out once they dried. It was left that Hubble and Ms. Rose would meet with the homeowners to determine how to proceed.

CITY OF CALDWELL REGARDING INDIAN CREEK DELIVERY POINT CHANGES:
Steve Potts & Lee vanDebogart appeared before the Board requesting a delivery point change for properties the City has near Indian Creek. Some of them are within Caldwell Irrigation Lateral District as well. They want the delivery point moved from behind the stadium to 6th St. A pump box has already been installed, and they are wanting approval to put it into use. The Board was concerned about being able to control the flow, and the City offered to put a headgate on the box for Pioneer's control purposes. If this is approved, the City's application for water rights out of Indian Creek goes away.

It was the consensus of the Board that this may be feasible, but the City would have to agree, in writing, to paying the fees for an agreement to be drawn up, and the Lateral District, as well as any other downstream districts would need to be involved before a final decision could be made. The City representatives agreed to proceed on this basis and move forward in talking to the Lateral District and working on putting their agreement to pay agreement fees in writing.

GRAVITY FLOW TO PATRONS BEYOND BEECHWOOD: After the Indian Creek topic was concluded, Steve Potts asked about a project the City is doing to re-establish gravity flow to patrons beyond the Beechwood Subdivision. He wanted to know if it was part of the Cooperative Agreement or if there would need to be engineering review fees. It was the consensus of opinion that it does fall under the existing cooperative agreement if the existing headgate is used. It was also the consensus of opinion that a separate agreement is not necessary if there is no work within Pioneer's easement.

AGREEMENTS:

It was the consensus of the Board to sign the following agreements:

Memorandum of Understanding between City of Nampa and Pioneer for installing a bollard in the 13.3 Lateral at W. Karcher Rd. & Ten Lane as drawn up by the City of Nampa was signed prior to the meeting due to time constraints.

License Agreement for Idaho Transportation Dept. State Highway 16 US 20/26 to Idaho 44 project for exploratory bore holes as drawn up by Attorney Campbell's office.

License Agreement for Chloe Subdivision as drawn up by Attorney Campbell's office.

License Agreement for Oasis Subdivision (Phase 1 Improvements) as drawn up by Attorney Campbell's office.

Addendum to the License Agreement for Brookdale Subdivision (additional offsite improvements) as drawn up by Attorney Campbell's office.

License Agreement for Intermountain Gas crossing the Phyllis Canal between Ridgecrest and Centennial Golf Courses.

MISCELLANEOUS:

FEBRUARY 2010 MEETING DATE: Being that February 7 is on a Sunday, it was the consensus of the Board to hold February's General Board Meeting on Monday, February 8, 2010.

IDAHO WATER USERS CONFERENCE: Secretary/Treasurer Fowler reminded the Board that they are registered to attend the IWUA convention 1/20 & 1/21/2010.

WATER DISTRICT #63 ANNUAL MEETING: Secretary/Treasurer Fowler reminded the Board of the Water District #63 annual meeting on 1/11/2010. It was the consensus of the Board that Alan Newbill be the voting delegate and Leland Earnest be the alternate.

NORTHWEST IRRIGATION OPERATORS BIENNIAL CONFERENCE: It was the consensus of the Board that Jeff Scott and Mark Zirschky should attend on February 16-18, 2010.

CALDWELL DE-ANNEXING SUBDIVISIONS: Secretary/Treasurer Fowler was made aware of a situation where the City of Caldwell is de-annexing two subdivisions (that are not within Pioneer's District). Prior to this meeting, Superintendent Scott called Steve Potts (City of Caldwell) to investigate, in case there may be future impacts on subdivision within Pioneer's boundaries, and he was told the City was de-annexing them at the Developer's request and that Boise project was taking over operation and maintenance of these two particular subdivisions. The Board was updated for information only, and no action is necessary at this time.

As part of this discussion, the subject of water rights for new wells in conjunction with subdivisions (supposed City requirement) was discussed. Attorney Campbell noted that

for a fee, Pioneer could be notified by the Idaho Department of Water Resources of new water right filings. Secretary/Treasurer Fowler is to research this.

CANYON HILL LATERAL GRANT OF EASEMENT: The City of Caldwell returned a draft agreement for the Canyon Hill Lateral as it relates to the Caldwell Airport project. The draft had been marked up by the City's attorney. It was determined that the mark-ups are not acceptable to Pioneer, and that Secretary/Treasurer Fowler should send the City a letter indicating this and that no construction can take place on the facility within the right-of-way without the agreement in place, per Judge Culett's decision on 42-1209.

BUTT'S FLUME: Superintendent Scott informed the Board that he consulted with Will Mason on the proposals received last month and has determined that Bob Peters is the appropriate engineer to do the testing and evaluation of the condition of Butt's flume. It was the consensus of the Board to have Superintendent Scott schedule Mr. Peters to start his evaluation. Mr. Peters cost for the evaluation phase is bid at \$2650.00.

CALDWELL IRRIGATION LATERAL DISTRICT: In follow-up to a discussion with the Lateral District in November of 2009, regarding maintenance of abandoned gravity lines within the Lateral District, Superintendent Scott confirmed that Will Mason still has documentation relating to the construction of a drain line down Willow St. to carry waste water that the old gravity lines now carry to the Dixie Drain. These are very rudimentary plans and the cost estimates are outdated. After discussion, it was the consensus of the Board that Superintendent Scott should meet with Fabian Cruz with the Lateral District to see if they wish to pursue this option. If they do, the next step would be a meeting with Will Mason and the Lateral District to start talking cost and options.

WILSON DRAIN UNDER PHYLLIS CANAL: Superintendent Scott updated the Board on the progress of repair work. No action was required at this time.

TAX DEED AND DELINQUENCY COLLECTION UPDATE: Secretary/Treasurer Fowler updated the Board on tax deed and delinquency collection progress. Since October 1, 2009, \$117,921.91 has been collected on tax deed accounts, reducing the number of tax deed accounts from 353 to 140. Since October 1, 2009, \$97,587.30 has been collected on accounts delinquent back to 2006, reducing the number that will be tax deeds on 1/11/2010 from 235 to 59.

EMPLOYEE HANDBOOK REVISIONS: Secretary/Treasurer Fowler discussed revisions to the Employee Handbook. It was the consensus of the Board to approve said changes and redistribute the handbook.

ENCROACHMENT REVIEW PLANS: At December 2009's meeting, an Encroachment Plan Review checklist was introduced for consideration. It was the consensus of the Board to have Superintendent Scott and Secretary/Treasurer Fowler proceed with developing a procedure for using this form to help determine if it is necessary or if Pioneer's existing procedures are sufficient.

1 ACRE BILLING CALCULATION: Secretary/Treasurer had been asked to calculate bills based on the 1-acre minimum currently in place, versus billing on actual property size. It was determined that billing on actual property size reduces the total billed by a little over \$123,000.00. No action was taken at this time, but Secretary/Treasurer

Fowler was asked to retain this information for reconsideration when the budget is set in August.

WATER EXCHANGES: Secretary/Treasurer Fowler asked about figuring water exchange delivery amounts for the accounts Pioneer delivers for Boise Project. It was confirmed that we do not have actual delivery records or meters per property, but in most cases, water quantities appropriate to supply the properties on each delivery point is turned down the lateral, so we should figure the amounts based on acreage and total deliverable. It was also suggested that Pioneer approach Boise Project about reimbursement in dollars instead of water, because the mechanics of a water reimbursement are difficult.

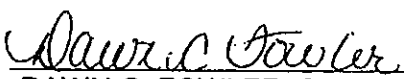
LEGAL:

EXECUTIVE SESSION: Per Idaho Code Section 67-2345, Subsection F, it was moved, seconded and carried to adjourn to executive session to discuss matters of ongoing and pending litigation related to the City of Caldwell.

FRANKLIN DITCH/MASON CREEK DITCH: Options for settling the issue of water rights for each entity, and who can file on them in the adjudication were discussed. It was the consensus of the Board to have Alan Newbill talk to Franklin and Mason Creek and suggest that they keep the filing on the water rights but include Pioneer's Hiline area in the area of use portion of the filing. We would then draw up an agreement specifying that the same quantity of water would be delivered to them through Pioneer's facilities as has always been done, and Pioneer would have first right of refusal to buy those water rights should Franklin and Mason Creek ever decide to sell them.

SKY RANCH: Attorney Campbell updated the Board that he still hasn't gotten documentation of ownership from Sky Ranch as previously asked for in conjunction with an easement. No definitive action was decided upon at this time.

There being no further business appearing before the Board, meeting was adjourned.

ATTEST:  
DAWN C. FOWLER, Secretary ALAN NEWBILL, President

January 7, 2009
Caldwell, ID
Reorganization Meeting

The reorganization meeting was called to order with Directors Alan Newbill, Leland Earnest and Rob Greenfield present. Also present were Jeffrey C. Scott, Superintendent; and Dawn Fowler, Secretary/Treasurer. Director Leland Earnest was sworn in for another term of three years. It was unanimous to appoint Alan Newbill as President for the year 2010.

It was the consensus of the Board to re-appoint Jeffrey C. Scott as Superintendent and re-appoint Dawn Fowler as the Secretary/Treasurer for 2010.

Per Diem for the Directors was again set at \$100 per meeting. It was the consensus of the Board to continue holding the regularly scheduled meeting of the Board of Directors on the 7th day of each month unless the 7th falls on a weekend or holiday, on which occasion the Board will determine ahead of time, which day the meeting will occur.

It was again the consensus of the Board to authorize the Secretary/Treasurer to use her discretion as to which bank to have the District's checking account with, as well as the use of other banks in the area (as well as the State Investment Fund) for CD's, MMA accounts and other banking needs.

Mileage for the ditchriders was again set to be the same as that which the State of Idaho reimburses the State employees for the use of their personal vehicles.

There being no further business appearing before the Board, meeting was adjourned.

ATTEST: 
DAWN C. FOWLER, Secretary


ALAN NEWBILL, President

January 14, 2010
Caldwell, Idaho

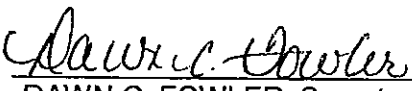
Book 10 Page 9

The Board of Directors of Pioneer Irrigation District met in special session with Directors Alan Newbill, Leland Earnest and Rob Greenfield present. Also present was Dawn C. Fowler, Secretary/Treasurer; and Superintendent Jeff Scott joining the meeting part way through. Attorney Campbell was consulted via conference call during the meeting.

It was moved, seconded and approved to adjourn to executive session per Idaho Code Section 67-2345, Subsection F, to discuss matters of ongoing litigation related to SRBA issues (Franklin Ditch and Mason Creek Ditch Companies).

After discussion, the board reconvened in special session. It was the consensus of the Board to have Attorney Campbell research a settlement scenario before proceeding. He is to report back to Pioneer next week.

There being no further business appearing before the Board, meeting was adjourned.

ATTEST:  
DAWN C. FOWLER, Secretary ALAN NEWBILL, President

The Board of Directors of Pioneer Irrigation District met in regular session with Directors Alan Newbill, Leland Earnest and Rob Greenfield present. Also present were Jeffrey C. Scott, Superintendent; Dawn C. Fowler, Secretary/Treasurer; and Scott Campbell, Attorney.

AGENDA AMENDMENT: One item arose after the agenda was posted:

- Updates on Mason Creek and Franklin Ditch water rights

It was moved, seconded and unanimously approved to amend the agenda to add this item to February's agenda.

It was moved, seconded and carried to approve the minutes of the January 7, 2010 Regular Meeting and the January 14, 2010 special meeting minutes as written.

The financial reports as presented from the QuickBooks printouts were reviewed and accepted. All statements and invoices were reviewed and ordered paid as per the Check Detail submitted in the amount of \$168,158.43 by issuance of check #11213-11288 (general account) and #1065-1070 (revolving fund).

QUITCLAIM DEEDS: It was the consensus of the Board to sign Quitclaim Deeds for properties assessed under the following accounts, as all delinquent and current assessments owing have been paid in full:

Owner Name	Account #	Amount Paid
Brian J. Britt	\$787.39	#0112-1
Edward Ray Montierth	\$336.45	#0724-1
Citibank	\$192.75	#1273-736
Jennifer Wilson	\$625.68	#1273-743
Francisca Crespo	\$790.96	#2050-96
Melodye Kamplain	\$256.72	#2315
Kallman Living Trust	\$433.65	#2796
Connie L. Brown	\$632.27	#2822
Secretary of Housing & Urban Development	\$243.48	#5113
Tobby J. Goicoechea	\$269.40	#5463
Kip Didericksen	\$492.56	#5510
James Raymond Schoger	\$732.46	#6167
Federal National Mortgage Assn.	\$270.40	#6192
Anthony & Amanda Kissell	\$259.56	#6242
Deutsche Bank National Trust	\$440.35	#6718

ORDINANCES: It was the consensus of the Board to approve the City of Nampa's ordinance #3903 annexing .57 acres under account #3132 into their municipal irrigation system.

ANNEXATIONS: Upon no one appearing to protest the annexation of account #4149 back into the District, it was the consensus of the Board to sign the Annexation Order and have Secretary/Treasurer Fowler file it at the County Recorder's office and

notify Mr. Hensen that his property has been annexed back in and he will be assessed annual charges as with any other property in the District. Mr. Hensen had excluded in 2008 and then determined that was a bad decision on his part, which is what prompted his re-annexation request.

EXCLUSIONS: It was the consensus of the Board to table the following exclusion request pending further investigation by Superintendent Scott:

- Brian J. Britt petition for exclusion for property located on Cherry Lane (acct. #0112-1) based on no access to water (0.11 acres)

APPOINTMENTS:

CLEARWIRE – Jason Evans of Clearwire appeared before the Board to express interest in using Pioneer's property for a transmitter facility for their internet service. They are wanting install additional transmitters to enhance their service in the area. They have expressed interest in one of the following options:

1. Replacing Pioneer's old radio tower with a taller one to attached their equipment to, or
2. Replacing the light pole on the south side of Pioneer's office with a taller pole to attach their equipment to, or
3. Erecting a new pole near the fence on the south side of the property

Any of the options would involve Clearwire pouring a 20'x20' concrete pad to house their equipment, and they would bring their own power on-site to run their equipment.

Mr. Evans also presented a sample agreement they use in these situations. He indicated that they will pay Pioneer \$500.00 per month in rent, and that amount will automatically adjust up 3% per year. The initial agreement should be valid for 5 years, with an automatic 25 year renewal option. He also indicated there might be something that could be done to facilitate the office using their high speed internet service.

It was the consensus of the Board to pursue this option, and have Attorney Campbell review the agreement. After Attorney Campbell provides feedback on the agreement, Secretary/Treasurer Fowler will be in contact with Mr. Evans to determine where to go from here.

CITY OF CALDWELL CO-OPERATIVE AGREEMENT – Will Mason appeared before the Board to participate in a discussion about the Co-Operative Agreement with the City of Caldwell that currently governs certain projects the City undertakes. After much discussion, it was determined that the current agreement is not beneficial because of the City's stance on litigation issues. It was moved to cancel the current agreement. Motion was seconded and unanimously carried. Attorney Campbell will write the termination letter to the City.

AGREEMENTS:

It was the consensus of the Board to sign the following agreements:

Qwest Utility License Agreement for crossing the 13.3 East Lateral as drawn up by Attorney Campbell's office.

Castle Peak #3 License Agreement as drawn up by Attorney Campbell's office.

MISCELLANEOUS:

MARCH 2010 MEETING DATE: Being that March 7 is on a Sunday, it was the consensus of the Board to hold March's General Board Meeting on Monday, March 8, 2010.

IDAHO WATER USERS ASSOC. DUES: It was the consensus of the Board to approve paying 2010 Idaho Water User's Assoc. dues in the amount of \$5472.74.

CALDWELL IRRIGATION LATERAL DISTRICT: The Caldwell Irrigation Lateral District appeared before the Board in November of 2009 to discuss maintenance issues related to old gravity lines they are no longer using. After November's meeting, Superintendent Scott had discussed the option of installing a pipeline down Willow to drain the College, King and Jester laterals with Fabian Cruz of the Lateral District. He has not had any feedback from Fabian. The Secretary/Treasurer of the Lateral District has requested a letter from Pioneer's Board authorizing Superintendent Scott to discuss this option with Mr. Cruz.

After discussion, it was the consensus of the Board to wait until the Lateral District raises the subject again to proceed with any action. If the Lateral District wishes to come to March's meeting, that would be welcomed.

CITY OF CALDWELL INDIAN CREEK DELIVERY POINT TRANSFER: The City of Caldwell appeared at the January 2010 meeting to discuss moving the delivery point for a number of properties to one location on Indian Creek where the water might be made better use of. Nothing further has been heard from the City, but Secretary/Treasurer Fowler did confirm that the accounts involved are currently active accounts held by the City and not properties they previously excluded.

MONTECITO PARK: Superintendent Scott has not heard from the Homeowner's Assoc. or Hubble again. It was the consensus of the Board to send both of them a letter putting them on notice that the maintenance work must be done within 30 days or it is Pioneer's intent to perform the maintenance under the terms of the Construction, Operation and Maintenance Agreement and charge them for the time/materials.

CANYON HILL AND BROTHER'S PARK EASEMENT UPDATES: The Easement Agreement for the Canyon Hill Lateral has been revised slightly and a copy given to Mayor Nancolas by Alan Newbill. There has been no word from the Mayor's office on this revised agreement.

Additionally, there is no easement agreement currently in place for Brother's Park, and it appears that the project will begin any time. It was the consensus of the Board to send a letter to the City putting them on notice that until an easement agreement is signed that contains a valid legal description Pioneer accepts, no work can commence related to Pioneer's facilities. Attorney Campbell requested to be copied on that letter.

PHYLLIS CANAL/WILSON UPDATE: Superintendent Scott informed the Board that patches had been made to the pipe that was leaking, and while the fix is temporary, he is confident that they will hold at least for the 2010 season.

ROAD GRADER PURCHASE OFFER: Superintendent Scott informed the Board he had received an offer of \$1100 for the old road grader that Pioneer no longer uses. In his research, he may be able to get in the neighborhood of \$1300-1400 if it were scrapped. He also indicated there might be a second party interested. It was the consensus of the Board to approach the gentleman who made the \$1100 offer and see if he would come up to \$1400.00.

TRANSPORT TRAILER SAFETY ISSUES: Superintendent Scott notified the Board that an employee has brought a safety issue to his attention. Because of the narrow width of our transport, when loading some of the larger equipment in wet/muddy conditions, the machines tend to want to slip and he is concerned with equipment falling off while loading/unloading. Superintendent Scott is researching outriggers for the transport trailer and should have pricing at the next meeting.

TAX DEED ERROR: Secretary/Treasurer Fowler informed the Board of an error Pioneer made where a tax deed was paid off by the property owner in 2008 (account #6393). However, that payment was never entered in OfficePac, so the tax was collected again in 2010 from the mortgage company. The property owner produced a receipt and Secretary/Treasurer Fowler was able to track the error back. The payment from the mortgage company has been refunded, and will be credited back to the property owner's escrow account; however, the property owner is asking to be reimbursed for 3 hours of work missed while she was researching and producing documentation. She is paid \$13/hr., so total reimbursement would be \$39.00. It was the consensus of the Board to pay the patron \$39.00.

LAND USE CHANGE FORM: Secretary/Treasurer Fowler showed the Board the Land Use Change Form that has been developed with Superintendent Scott and Will Mason's input. There have been instructions for use created, and it is intended that this form be included in a revision to Pioneer's Standards and Specifications. Superintendent Scott noted that there are other changes that need to be made to the specification as well, that he has already discussed with Will Mason. Mr. Newbill suggested that in addition to the Land Use Change Form, there be a "checklist" developed to help developers/cities, etc. know exactly what they need to do. Secretary/Treasurer Fowler suggested all the changes be made (including a checklist development) and a draft of the revised specs be given to the Board for review at the next meeting. It was the consensus of the Board that this was acceptable.

TAX DEED SALES: Secretary/Treasurer Fowler raised concern of three properties in particular that currently have tax deeds against them because they are all owned by the same person, the balance is very large (\$44,127 combined) and property taxes are currently delinquent on these parcels as well. A discussion of selling property took place, but no decisions were made at this time. The Board would like to consider the issue further before making any decisions, and the topic was tabled.

LEGAL:

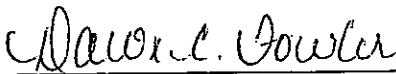
EXECUTIVE SESSION: Per Idaho Code Section 67-2345, Subsection F, it was moved, seconded and carried to adjourn to executive session to discuss matters of ongoing and pending litigation related to the City of Caldwell (both the stormwater suit and the class action suit). No action was necessary at the conclusion of the Executive Session and the Board adjourned to regular session.

EXECUTIVE SESSION: Per Idaho Code Section 67-2345, Subsection F, it was moved, seconded and carried to adjourn to executive session to discuss matters of ongoing and pending litigation related to SRBA adjudication matters related to Franklin Ditch/Mason Creek Ditch companies. Upon adjourning executive session, it was the consensus of the Board that Alan Newbill would meet with both Mason Creek and Franklin Ditch again to continue discussing before additional decisions are made.

SKY RANCH: It was the consensus of the Board that nothing further needed to be done on this topic

CALDWELL SCHOOL DISTRICT WATER RIGHT TRANSFER: This was given to Attorney Campbell to review at the January meeting. After brief discussion, it was the consensus of the Board that nothing further need to be done on this topic.

There being no further business appearing before the Board, meeting was adjourned.

ATTEST:  
DAWN C. FOWLER, Secretary ALAN NEWBILL, President

The Board of Directors of Pioneer Irrigation District met in regular session with Directors Alan Newbill, Leland Earnest and Rob Greenfield present. Also present were Jeffrey C. Scott, Superintendent; Dawn C. Fowler, Secretary/Treasurer; and Scott Campbell, Attorney.

AGENDA AMENDMENT:

- Removed Standards and Specs discussion (premature)
- Added Water Turn-in Date discussion

It was moved, seconded and unanimously approved to amend the March agenda as noted above.

It was moved, seconded and carried to approve the February 1, 2010, special meeting and the February 8, 2010 regular meeting minutes as written.

The financial reports as presented from the QuickBooks printouts were reviewed and accepted. All statements and invoices were reviewed and ordered paid as per the Check Detail submitted in the amount of \$138,884.53 by issuance of check #11289-11351 (general account) and #1075-1076 (revolving fund).

QUITCLAIM DEEDS: It was the consensus of the Board to sign Quitclaim Deeds for properties assessed under the following accounts, as all delinquent and current assessments owing have been paid in full:

Owner Name	Amt. Paid	Acct. #
Louis H. Mendoza	\$235.35	#1035-157
Tim J. & Kelli Burrow	\$134.91	#1072-2
Tilman Jace Bird	\$1357.76	#1262-65
Eduardo Rieke	\$329.36	#1268-011
Russell George	\$740.96	#1273-61
Daniel R. Ackerman	\$292.61	#1273-101
Charles Eggleston	\$331.11	#1273-883
Jason D. St. George & Jackie C. Johnson	\$329.36	#1273-681
Lacey Kershner	\$295.73	#2036-52
Hugo Laurel Campos	\$292.61	#2036-189
Anabella Landeros	\$379.45	#2792
Herbert L. & Ruth C. Krause	\$888.76	#3139
Yolanda Perez-Villa	\$297.10	#3365
James K. Mower	\$381.65	#3527
Epigmenio Valenzuela	\$469.66	#3887
Philip L. Handerson	\$600.00	#3931-1
US Bank	\$338.65	#4172
Hector de la Cruz	\$570.09	#4595
Lucus B. Carrillo	\$648.83	#4908
Patricia Vasquez	\$313.40	#5201
Albert Gamelon	\$270.40	#5299-16
Servino Villa	\$932.46	#5332

Owner Name	Amt. Paid	Acct. #
Craig S. Talbot	\$486.41	#5444
Mark Ehman	\$1689.35	#6296
Miguel A. & Rosalva Martinez	\$444.51	#6917
Saul D. Pelayo	\$487.51	#6941

EXCLUSIONS: It was the consensus of the Board to approve the following exclusion:

- Brian J. Britt petition for exclusion for property located on Cherry Lane (acct. #0112-1) based on no access to water (0.11 acres)

APPOINTMENTS:

PUBLIC RELATIONS CONSULTANT – Pioneer's public relations consultant appeared before the Board to discuss spring public relations needs. It was determined that the following would occur:

- He would prepare a news release draft announcing water coming in and warning of low snowpack and asking patrons to be conscious of water conservation.
- He would prepare a news release draft that discusses canal safety and the second payment deadline in June for release after water is in
- He will begin preparing a powerpoint presentation on the history of the District for future use

AGREEMENTS:

It was the consensus of the Board to sign the following agreements:

Qwest Utility License Agreement for crossing the 13.3 Middle Lateral as drawn up by Attorney Campbell's office.

Qwest Utility License Agreement for crossing the 8.26 Lateral as drawn up by Attorney Campbell's office.

MISCELLANEOUS:

APRIL 2010 MEETING DATE: It was the consensus of the Board that due to the water turn-in schedule, April's meeting date will be Thursday, April 8, 2010 at 10:00 a.m.

CALDWELL IRRIGATION LATERAL DISTRICT: Secretary/Treasurer Fowler presented the Board with a letter from the Lateral District in which they request not to proceed with anything related to maintenance issues on the old gravity lines due to budgetary constraints.

WATER DISTRICT 63 COOPERATIVE AUTOMATION: Water District 63 has proposed a cost sharing project to install automation equipment at the head of the Highline Canal. Superintendent Scott informed the Board that Pioneer would need to contribute approximately \$2500.00 for our portion. The Board authorized Superintendent Scott to proceed as he sees fit.

EMPLOYEE ISSUES:

Superintendent Scott informed the Board of a joke that was played on an employee relating to his leaving a chainsaw he borrowed from the shop unsecured in the back of his truck. The joke resulted in the employee lying about having returned the saw because he thought it had been stolen. Superintendent Scott noted that the employee has been written up, but that he does not want to terminate the employee. The Board agreed with the action that has already been taken.

Secretary/Treasurer Fowler requested the Board approve a raise for the Asst. Secretary/Treasurer from \$12.00/hr. to \$14.00/hr. effective immediately. It was the consensus of the Board to approve this raise.

BROOKDALE/KORN LATERAL ISSUES: - Superintendent Scott made the Board aware of an issue with the Brookdale Subdivision on the Korn Lateral. An addendum was done to the original license agreement to allow for use of 24" pipe. However, when construction began, it was discovered that the pipe in the ground was 20" instead of the 18" that the plans originally showed. Developer wanted a variance, but Superintendent Scott has told them that 24" pipe is required per the addendum. It was the consensus of the Board that no further action was required.

WATER TURN-IN DATE: It was the consensus of the Board that water will tentatively be turned into the canals on Monday, April 5, 2010.

TAX DEED SALES: After discussion of how to collect 3 particularly large tax deeds, it was the consensus of the Board that before considering selling property, Secretary/Treasurer Fowler should have a discussion with the County to see if there is a cooperative way to collect both their taxes and Pioneers without one having to beat the other to it.

COLLECTIONS UPDATE: Secretary/Treasurer Fowler provided the Board with an update on monies collected on delinquent assessments in the last two months as the result of stepped up collection efforts. Between pending tax deeds, and properties already in tax deed, just shy of \$30,000 has been collected in the last two months.

BENEFITS RESEARCH: After a discussion at last month's meeting that research on insurance options might be in order, Secretary/Treasurer Fowler informed the Board that process is underway and there should be options to look at by the next meeting.

LEGAL:

EXECUTIVE SESSION: Per Idaho Code Section 67-2345, Subsection F, it was moved, seconded and carried to adjourn to executive session to discuss matters of ongoing and pending litigation related to the City of Caldwell (both the stormwater suit and the class action suit). Upon adjourning the Executive Session, the Board made the following decisions:

- An update should be added to the website about the status of the stormwater lawsuit
- Pioneer is willing to meet with the City again next week – tentatively on 3/19/2010 with the time to be determined.

EXECUTIVE SESSION: Per Idaho Code Section 67-2345, Subsection F, it was moved, seconded and carried to adjourn to executive session to discuss matters of ongoing and pending litigation related to SRBA adjudication matters related to Franklin Ditch/Mason Creek Ditch companies. Upon adjourning the Executive Session, the Board made the following decisions:

- The draft agreement for Franklin would be amended to more clearly define the fact that Pioneer owns the Highline canal, and
- Director Newbill would present the draft to Franklin before Attorney Campbell revises the legal aspects. The concept needs to be approved by both Franklin and Pioneer first.

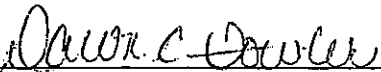
EXECUTIVE SESSION: Per Idaho Code Section 67-2345, Subsection F, it was moved, seconded and carried to adjourn to executive session to discuss matters of pending litigation related to the City of Caldwell (Canyon Hill Lateral). Upon adjourning the Executive Session, the Board made the following decisions:

- Director Newbill will meet with the Mayor again this week to see if progress on the agreement can continue. It was the consensus of the Board to extend the construction deadline from March 15 to April 1 if the City would sign an acceptable easement agreement by the end of this week.

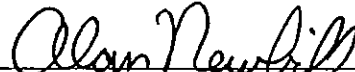
CLEARWIRE AGREEMENT UPDATE: Attorney Campbell commented that he had not received the digital version, so it will be resent for his review upon the completion of this meeting.

There being no further business appearing before the Board, meeting was adjourned.

ATTEST:



DAWN C. FOWLER, Secretary



ALAN NEWBILL, President

May 7, 2010
Caldwell, Idaho

Book 10 Page 27

The Board of Directors of Pioneer Irrigation District met in regular session with Directors Alan Newbill, Leland Earnest and Rob Greenfield present. Also present were Jeffrey C. Scott, Superintendent; Dawn C. Fowler, Secretary/Treasurer; and Scott Campbell, Attorney.

AGENDA AMENDMENT: The following items were added after the agenda was drafted, as they were last minute issues:

- Schaeffer Oil
- Treasure Valley CAMP update
- Headgate House heating issues

It was moved, seconded and unanimously approved to amend the May agenda as noted above.

It was moved, seconded and carried to approve the April 8, 2010 regular meeting and April 12, 2010 special meeting minutes as written.

The financial reports as presented from the QuickBooks printouts were reviewed and accepted. All statements and invoices were reviewed and ordered paid as per the Check Detail submitted in the amount of \$110,055.66 by issuance of Check #11445-11522 (general account) and #1087-1095 (revolving fund).

QUITCLAIM DEEDS: It was the consensus of the Board to sign Quitclaim Deeds for properties assessed under the following accounts, as all delinquent and current assessments owing have been paid in full:

Owner Name	Amt. Paid	Acct. #
Clinton Wissel	\$22607.92	0751
Mechele Pederson	\$775.38	1273-98
Clinton Wissel	\$14745.08	1351
Clinton Wissel	\$7380.13	1353
Brian M. Lords	\$573.17	2036-07
Martin B. Flores	\$81.95	5198
Kathy J. Green	\$662.56	6748

EXCLUSIONS: It was the consensus of the Board to approve the following exclusion:

- Ronald Ralls petition for exclusion for 4.45 acres based on no access to water for account #1200.

APPOINTMENTS:

ANNUAL AUDIT REPORT: Mike Parker (Bowen & Parker, CPA) appeared before the Board to discuss the annual audit report. He indicated that in spite of the lawsuit, the District's financial position remained good. This is mainly attributable to the collection efforts over the last year. He indicated that he would like to see the following over the next audit year:

- Better segregation of duties in the office functions
- Clean-up review of the fixed asset list

He informed the Board that he did not find anything of concern during this audit.

CLASS ACTION LAWSUIT - EXECUTIVE SESSION: Per Idaho Code Section 67-2345, Subsection F, it was moved, seconded and carried to adjourn to executive session to discuss matters of ongoing litigation related to the City of Caldwell (Class Action Suit). After discussion, the Board reconvened in regular session.

CANYON COUNTY WATER – STAR BRIDGE DAM – Jim Payne and Harold (last name) appeared before the Board to discuss the dam on the east side of the Star bridge on the north channel of the Boise River. They are purchasing additional materials and making the structure less "mobile," as they are having trouble with swimmers removing boards, etc. They want Pioneer to participate in the cost, as they feel their work benefits Pioneer as well. They requested \$800 per year. It was motioned that Pioneer pay them \$800 per year, on a year by year basis, with an agreement in place as to what is to be done with the \$800, and a report from them as to how the money was spent. Motion was seconded and vote was unanimously in favor of this. Superintendent Scott and Secretary/Treasurer Fowler are to draft the agreement.

ITD PHYLLIS BRIDGE PROJECT: Jason Brinkman (ITD Garvey Bond Administrator) and John Collins (Connecting Idaho Partners) appeared before the Board to ask for a consensus on issues related to the license agreement as noted below:

- ITD will take out all existing stormwater discharges, and will not pipe new discharges into the Phyllis Canal.
- There will be 2' of freeboard in the new design.
- No foundation or ground disturbance work will be done while water is in the system
- Pioneer will permit deck work over live water, as long as protections are in place to keep construction debris out of canal.
- Pioneer needs a permanent easement. ITD requested information on size of the easement, which will be provided by Mason & Stanfield when it is available.
- Concrete liners from the old bridge will remain in place. ITD will monitor their condition every 2 years and repair/replace as necessary.
- Pioneer will maintain the canal itself under the crossing, as ITD thinks they are not well equipped to handle this.
- ITD asked Pioneer to expedite the license agreement so that contracts can be bid/let.
- Pioneer would like a copy of ITD's bridge inspection report whenever those inspections are performed (on any bridge over Pioneer facilities).

As part of this discussion, ITD was asked why there had not been a response on maintenance issues related to two other crossings. Mr. Brinkman apologized for this and said he'd address it again with the appropriate individuals when he returned to his office.

It was the consensus of the Board that Attorney Campbell would expedite the agreement as much as possible, once Pioneer receives a response on the other maintenance issues.

MISCELLANEOUS:

SAFETY FAIR: Secretary/Treasurer Fowler informed the Board of a request she received from a representative of the City of Caldwell that Pioneer participate in a Safety Fair they will be holding on July 24 at Memorial Park. They have asked that Pioneer man a booth promoting canal safety as we did last year in Nampa. It was the consensus of the Board that either Superintendent Scott or Asst. Superintendent Zirschky should man the booth. Secretary/Treasurer Fowler is to inform Caldwell that Pioneer will participate.

IWUA SUMMER WATER LAW SEMINAR: Upon being asked if anyone would like to attend the IWUA Summer Water Law meeting that will concentrate on protecting easements and rights of way, it was the consensus of the Board that Superintendent Scott, Secretary/Treasurer Fowler and Asst. Superintendent Zirschky (if he is interested) should attend. The seminar will be held June 21-22, 2010 in Sun Valley.

SAFETY PROGRAM UPDATE: Secretary/Treasurer Fowler updated the Board that she and Superintendent Scott were working on creating a safety program for the District. No action by the Board was necessary at this time.

EMPLOYEE ISSUES: Per Idaho Code Section 67-2345, Subsection B, it was moved, seconded and carried to adjourn to Executive Session to discuss a personnel issue. After discussion, the Board reconvened in regular session and no action was required.

SCHAEFFER OIL: Superintendant Scott updated the Board on his price research regarding oils to be used by the District. No action was required by the Board.

TREASURE VALLEY CAMP: Superintendent Scott updated the Board regarding his participation in the Treasure Valley Comprehensive Aquifer Management Program meetings. He and several other water management professionals will be giving a history/overview of water movement from the formulation of snowpack projections to usage by the end user at the next meeting on 5/20/2010. Attorney Campbell suggested that Superintendent Scott take good notes at the meetings and provide comprehensive updates to the Board each month.

HEADGATE HOUSE HEATING ISSUES: The employee living in the Headgate House has brought concerns about the heat pump installed several years ago to Superintendent Scott. In January of 2010, his heating bills were significantly higher than in the past several years. It was the consensus of the Board to pay the employee \$50 to help with the power bill from January 2010.

COLLECTIONS UPDATE: Secretary/Treasurer Fowler provided the Board with an update on monies collected on delinquent assessments since 1/1/2010. Between pending tax deeds and properties already in tax deed, a little over \$138,000 has been collected. A total of 63 tax deeds have been collected and 178 accounts that were delinquent back to 2007 have been paid and will now not become tax deeds.

As part of this discussion, the Board was asked about making larger payments to Moffatt Thomas in June and July. It was the consensus of the Board that Pioneer could make a larger payment in July, and perhaps again toward the end of June to catch up on legal bills. Attorney Campbell asked for an e-mail from Secretary/Treasurer Fowler stating this.

BUILDING REPAIRS: Secretary/Treasurer updated the Board on the lighting quote to replace shop/office lights with more energy efficient lights that will also provide better lighting in the shop and office areas. After Idaho Power's incentives, the project will cost a little over \$2000, but because of the energy efficiency, the project will pay for itself over a relatively short period of time. It was the consensus of the Board to make the lighting changes.

As part of this discussion, Secretary/Treasurer Fowler also made the Board aware that there may be additional building maintenance funds required in the upcoming budget year, as the office roof is leaking and needs repair. She also mentioned a water leak/mold concern that was brought to her attention at the Headgate House. She suggested the Headgate House be looked at prior to budget setting to determine any repair needs to be budgeted for.

DR. SNOW DAMAGE CLAIM: Like last year, Dr. Snow's office flooded this spring, and he submitted a claim for damages in the amount of \$2860.02. After their independent research, it was ICRMP's intention to pay the claim because Pioneer's box was left unlocked. Even though it was Dr. Snow's private box that flooded, Pioneer's box being left unlocked allowed a patron to cause water to flow to Dr. Snow's box. It was the consensus of the Board to approve ICRMP's payment to Dr. Snow.

CITY OF NAMPA STORMWATER MANAGER MEETING: Secretary/Treasurer Fowler updated the Board that a meeting has been set with Nampa's Stormwater Manager. The meeting will be May 26, 2010 at 2:30 p.m. It was the consensus of the Board to determine if any of them will attend as the meeting gets closer. Attorney Campbell, Superintendent Scott and Secretary/Treasurer Fowler will attend.

IN-HOUSE AGREEMENT UPDATES: It was the consensus of the Board after the last meeting to utilize an "in-house" crossing agreement with regard to a private crossing that was replaced that Pioneer can find no prior agreement on (Woodard). In researching which version is most current, Secretary/Treasurer Fowler was informed by Attorney Campbell's office that the most current version Pioneer has is out of date. It was the consensus of the Board to have Attorney Campbell update the private crossing agreements.

MILEAGE REIMBURSEMENT RATES: Secretary/Treasurer Fowler made the Board aware that an increase in the mileage reimbursement rate may be appropriate if fuel prices continue to increase. We are approaching the levels we saw in 2007, and the State/Federal Gov't increased the rate mid-year that year. No action was required by the Board at this time; this was just an informational note.

EMPLOYEE ANSWERING SERVICE: Secretary/Treasurer Fowler informed the Board that she was approached by an employee requesting his answering service

reimbursement as indicated in the employee manual. However, he could not substantiate what he is paying because it is part of a package deal by the phone company. The issue of "package deals" and employees moving to non-traditional phones/answering services was discussed. It was the consensus of the Board to give ditchriders, the Superintendent and Asst. Superintendent a \$10/month allowance to help cover the cost of answering services for whatever phone service they have.

DOUGLAS LATERAL NOTICE OF BURIED PIPELINE: Secretary/Treasurer asked if there was anything that needed to be done on this in follow-up to prior meetings. Superintendent Scott noted that it is in process.

MEDICAL INSURANCE UPDATES: Secretary/Treasurer Fowler informed the Board that after price shopping the District's medical benefits, she was unable to find a program to save the District money without reducing benefits or drastically increasing the deductible paid by employees. The agent for the District will continue to watch new programs and inform the District if something changes.

As part of the price shopping, Pioneer's new agent asked employees to fill out a survey. One of the biggest things noted in the survey is that employees would like more education and information resources as they related to Pioneer's medical coverage. The agent will be putting together a benefits handbook for employees, will be creating a "website" for Pioneer with education and informational items, and will be available to do annual training as well.

TAX DEED SALES: Secretary/Treasurer Fowler informed the Board of three large tax deed accounts that paid over the last month. She also discussed the issue of Pioneer taking tax deeds, not selling them, and then Canyon County taking the property and selling it. There is a chance Pioneer could lose out on being able to collect assessments in this scenario. After options were discussed, it was the consensus of the Board that Pioneer should start selling tax deed accounts to clear up the backlog of tax deeds and help prevent large numbers in the future. Because of the large quantity of properties in tax deed now, it was the consensus of the Board to start with the five accounts with the highest balances. Secretary/Treasurer Fowler will begin working on that process.

LEGAL:

EXECUTIVE SESSION: Per Idaho Code Section 67-2345, Subsection F, it was moved, seconded and carried to adjourn to executive session to discuss matters of ongoing and pending litigation related to the City of Caldwell (stormwater suit). Upon adjourning the Executive Session, no further action was required.

EXECUTIVE SESSION: Per Idaho Code Section 67-2345, Subsection F, it was moved, seconded and carried to adjourn to executive session to discuss matters of ongoing and pending litigation related to the SRBA adjudication and Franklin Ditch/Mason Creek Ditch companies. Upon adjourning the Executive Session, the Board made the following decisions:

- Authorization for Attorney Campbell to proceed with a delivery point change for water right 63-05255 in order to get it settled.

May 7, 2010

Book 10 - Page 32

Caldwell, ID

CITY OF CALDWELL INDIAN CREEK WATER RIGHT: After discussion, it was the consensus of the Board to leave Pioneer's objection in place at this time.

Attorney Campbell updated the District on other legal issues, but no action was required.

There being no further business appearing before the Board, meeting was adjourned.

ATTEST: *Dawn C. Fowler* *Alan Newbill*
DAWN C. FOWLER, Secretary ALAN NEWBILL, President

May 14, 2010
Caldwell, Idaho

The Board of Directors of Pioneer Irrigation District met in special session with Directors Alan Newbill, Leland Earnest and Rob Greenfield present. Also present was Dawn C. Fowler, Secretary/Treasurer.

EXECUTIVE SESSION: Per Idaho Code Section 67-2345, Subsection F, it was moved, seconded and carried to adjourn to executive session to discuss matters of ongoing and pending litigation related to the City of Caldwell (stormwater suit).

Upon adjourning from Executive Session, it was motioned that Pioneer not agree to the filing of a motion to allow discovery to continue pending the Supreme Court's hearing the permissive appeal. Motion was seconded and carried by unanimous vote. Secretary/Treasurer Fowler is to inform Attorney Campbell.

There being no further business appearing before the Board, meeting was adjourned.

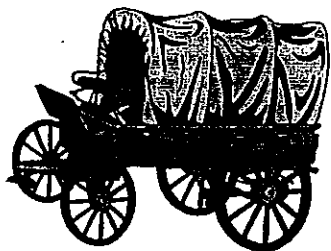
ATTEST: *Dawn C. Fowler* *Alan Newbill*
DAWN C. FOWLER, Secretary ALAN NEWBILL, President

The Board of Directors of Pioneer Irrigation District met in special session with Directors Alan Newbill, Leland Earnest and Rob Greenfield present. Also present on behalf of Pioneer were Dawn C. Fowler, Secretary/Treasurer and Mark Zirschky, Superintendent. The following were present representing Mason Creek Ditch: John McEvoy, Martin Galvin, Pat Galvin, Dick Bicandi and Dorothy Bicandi.

EXECUTIVE SESSION: Per Idaho Code Section 67-2345, Subsection F, it was moved, seconded and carried to adjourn to executive session to discuss current litigation regarding SRBA case #39576 regarding water rights #63-179A and 63-179C. Upon adjourning from executive session, it was the consensus of the Board to send a letter to Mr. Albert Barker, attorney for Mason Creek, indicating that Pioneer's Board will be agreeable to leaving the water rights in Mason Creek's name, provided Pioneer retains the right to use the water as has been done since the inception of this arrangement. Pioneer simply wishes for the status quo to remain.

There being no further business appearing before the Board, meeting was adjourned.

ATTEST: *Dawn C. Fowler* *Alan Newbill*
DAWN C. FOWLER, Secretary ALAN NEWBILL, President



Pioneer Irrigation District

JEFF SCOTT
Superintendent

P.O. BOX 426 • CALDWELL, IDAHO 83606
(208) 459-3617
www.pioneerirrigation.com

MARK ZIRSCHKY
Asst. Superintendent

NAIDA KELLEHER
Secretary-Treasurer

April 11, 2007

Marty Galvin
PO Box 115
Middleton, ID 83644

RE: Water Bank Proposal Submitted to Board 3/7/07

Dear Mr. Galvin:

I'm writing to you, as we don't seem to have contact information for John McEvoy. I'm hoping you can forward the message to him.

Our Board of Directors has been considering your proposal to add water to the water bank by Pioneer pulling less water out of the river and pulling it out of Mason Creek further down the line. Our Board is not opposed to this idea, but there are legal implications that need to be considered, and it is their wish that any legal fees for this issue be paid by Mason Creek Ditch Co.

It is possible that this plan will violate existing contracts, and the Board feels that our attorney, Scott Campbell, would be best suited to determine that. In addition, an agreement between Pioneer and Mason Creek Ditch Co. may also be necessary. Mr. Campbell can be reached at 345-2000.

If you would like to pursue this, please contact attorney Campbell to start the process. If you have any questions, you can call me at Pioneer's office at 459-3617.

Sincerely,

File copy

Dawn Fowler
Asst. Secretary Treasurer

Pioneer Irrigation District

714 ARTHUR STREET

CANYON AND ADA COUNTIES, IDAHO

OFFICE OF THE BOARD OF DIRECTORS

CALDWELL, IDAHO

June 12, 1939

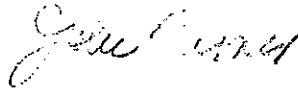
Mason Creek Ditch Co. heading in Five Mile Creek.
Repair Work Done by District.

On May 24th break occurred in Five Mile Feeder where feeder enters Caldwell Highline Canal. Water from feeder and from canal ran into Five Mile until District could reduce head and shut down feeder gates. As the break happened late at night the District did not have time to notify Mason Creek people, and their dam in Five Mile Creek was badly damaged.

On May 26, 1939, at Bob Milliner's request, Dille and Turner met with Milliner. Because of break in feeder causing unusual head of water at dam, and because District did not have time to notify Mason Ditch people of additional water, District agreed to joint replacement with Mason Creek Ditch Company. District did not assume any liability for upkeep of the Mason Creek Dam, but did feel that this particular break was the responsibility of the District, and this position was explained to Bob Milliner and J. T. Bales.

The dam was repaired May 29th and 30th, the District sending two men and equipment and the Mason Creek people several men.

John Turner



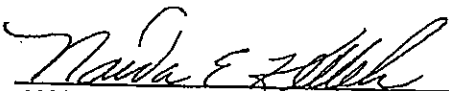
November 14, 2008
Special Board Meeting
Caldwell, Idaho

The Board of Directors of Pioneer Irrigation District met in regular session with Directors Alan Newbill, Leland Earnest and Rob Greenfield present. Also present were Naida E. Kelleher, Secretary/Treasurer; Scott Campbell, Attorney and Jennifer A. Stevens of Stevens, Inc.

It was moved by Director Leland Earnest, seconded by Director Rob Greenfield, and carried to adjourn into Executive Session.

Upon reconvening from Executive Session, it was moved by Director Rob Greenfield, seconded by Director Leland Earnest and carried to engage Ms. Stevens for consulting services.

There being no further business appearing before the Board, meeting was adjourned.

ATTEST: 
NAIDA E. KELLEHER, Secretary


ALAN NEWBILL, President

December 9, 2008
Caldwell, Idaho

The Board of Directors of Pioneer Irrigation District met in regular session with Directors Alan Newbill, Leland Earnest and Rob Greenfield present. Also present were Jeffrey C. Scott, Superintendent; Naida E. Kelleher, Secretary/Treasurer; and Scott Campbell, Attorney.

It was moved, seconded and carried to approve the minutes of the November 7, 2008 general meeting, the November 7, 2008 Special Meeting to canvass the election returns, and the Special Board Meeting held November 14, 2008, to interview Ms. Jennifer A. Stevens of Stevens, Inc. as written.

The financial reports as presented from the QuickBooks printouts were reviewed and accepted. All statements and invoices were reviewed and ordered paid as per the Check Detail submitted in the amount of \$195,507.04 by issuance of checks #10189 thru #10271.

QUITCLAIM DEEDS: It was the consensus of the Board to sign Quitclaim Deeds for properties assessed under the following accounts upon all delinquent and current assessments owing being paid in full in the following amounts:

Esteban Puga	Acct. # 438-1	Paid \$473.66
Carolyn Rice	Acct. # 3634	Paid \$552.36
Luis A. & Brenda Soto	Acct. # 6416	Paid \$598.74

AGREEMENTS: It was the consensus of the Board to sign the following agreements:
IDAHO POWER CO. – Utility License Agreement for Crossing of the “A” Drain in Connection with Sky Ranch Business Park;

INTERMOUNTAIN GAS COMPANY – Utility License Agreement for Replacement of Gas Line Crossing of the Phyllis Canal; and

INTERMOUNTAIN GAS COMPANY – Utility License Agreement for Replacement of Gas Line Crossing of the Phyllis Canal (different location than above).

EXCLUSIONS: It was the consensus of the Board to approve the following Petitions for Exclusion based on the fact Pioneer is unable to deliver water to them:

- James & Lois McMillan for property assessed under Account #1556 for 0.23 acres;
- James Angresano for property assessed under Account #1845-1 for 0.28 acres;
- Myrna Fouts for property assessed under Account #3327 for 0.42 acres;
- David & Barbara Reeder for property assessed under Account #4025-1 for 0.63 acres;
- Jim & Bonnie Hensen for property assessed under Account #4149 for 1.00 acre;
- Karlne Aebi for property assessed under Account #4561 for 0.22 acres;
- Richard & June Winder for property assessed under Account #4964 for 0.13 acre; and
- Sarah Sullivan for property assessed under Account #4970 for 0.14 of an acre.

ORDINANCES: It was moved, seconded and carried to accept the following Ordinances:

CITY OF CALDWELL, Ordinance #2769 dated October 6, 2008, annexing:

- Marble Heights Subdivision – 9.45 acres;
- 4321 S. 10th Ave. – 0.81 acre;
- 3215 Dorman Ave. – 0.39 acre; and
- 510 Ustick Rd. – 1.81 acre.

Said Ordinance totals 12.46 acres.

CITY OF CALDWELL, Ordinance #2772 dated October 20, 2008, de-annexing 2819 Airport Ave. in Caldwell, Idaho due to the mistaken annexation of said parcel being 0.24 acres.

CITY OF CALDWELL, Ordinance #2774 dated November 3, 2008, annexing

- Azure Place Subdivision – 9.041 acres;
- Pheasant Run Sub. No. 6 except Lot 11 Block 11 previously annexed – 20.874 acres;
- Sky Ranch Business Center Phase No. 3 – 12.19 acres;
- 11792 Linden Street for the LDS Church – 9.06 acres.

Said Ordinance totals 51.17 acres.

CITY OF NAMPA, Ordinance #3838, dated December 1, 2008, annexing

- Flamingo Subdivision – 1.91 acres;
 - 424 8th Street North - .15 acre;
 - 908 5th Ave. North - .78 acre;
 - Black Butte Business Park – 15.23 acres;
 - Treasure Valley Crossing - 29.55 acres;
 - 1315 W. Flamingo - 0.47 acre.
- Said Ordinance totals 48.09 acres.

MISCELLANEOUS:

APPLE CREEK BOND: In regard to the Developer's request for reimbursement of the \$40,000 bond being held by Pioneer, Pioneer is in receipt of a letter from the District's Engineer stating he has inspected the improvements which have been made. Said improvements were made according to the City of Caldwell specifications, not those of Pioneer Irrigation District, but they "substantially conform with the District's Standards." Mr. Mason noted the upgrades can allow more flow than the property is entitled to and suggests Pioneer coordinate with the City of Caldwell for calibration of pump flow.

The District's Engineer does not have a copy of the record drawings, and neither does the City of Caldwell. Mr. Mason does have specs on the pump upgrade and the variable frequency drive. Information was obtained indicating the City of Caldwell performed the upgrades.

It was the consensus of the Board to request Superintendent Jeff Scott obtain a letter of confirmation from the City of Caldwell that the City authorizes Pioneer to return the \$40,000 bond to the Developer, and that the upgrades made to the pump station meet the requirements of the City of Caldwell.

CHANGING SOURCES OF WATER IN DEVELOPMENTS: The matter of developers expecting water to be delivered out of sources not originally designated for the lands being developed was discussed. It was the consensus of the Board that Pioneer needs to make the City of Caldwell aware that water for proposed developments needs to come from the same sources as was originally designed for the land. Supt. Jeff Scott and Secretary Naida Kelleher are to write a letter to be presented to the Board for approval at next month's meeting.

IWUA RESOLUTIONS: It was the consensus of the Board to authorize Attorney Scott Campbell to meet with Norm Semanko of the Idaho Water Users Assoc. to form a resolution regarding Urban-Storm Water Discharge and Irrigation facility encroachments.

WATER DISTRICT #63 ANNUAL MEETING: It was the consensus of the Board to authorize Director Alan Newbill to be Pioneer Irrigation District's Delegate, and Director Leland Earnest to be the District's Alternate. Said meeting is to be held in Star, Idaho on Monday, January 12, 2009 at 10:00 a.m.

EDITORIAL OPINION: Mr. Dick Larsen provided the District with a draft of a proposed editorial opinion regarding the City of Caldwell's refusal to enter into mediation with Pioneer Irrigation Dist. It was the consensus of the Board to not have said editorial published at this time.

LEGAL:

NAMPA HIGHWAY DISTRICT #1: Although Pioneer paid Attorney Campbell to draw up an agreement to be signed by Nampa Highway Dist. #1 last year, Pioneer is in receipt of a letter from Nampa Highway Dist. stating they are "unwilling to hire your attorney to draft such a document." The Highway Dist. is planning to replace a bridge on Smith Ave. as soon as possible. It was the consensus of the Board to have Supt. Jeff Scott meet with representatives of the Highway Dist. to discuss this matter.

CITY OF CALDWELL STORMWATER LAWSUIT: Was discussed. No Board action was necessary.

CITY OF BOISE: Attorney Campbell brought before the Board the matter of the City of Boise wishing to again discuss the possibility of discharging 30 to 60 csf constant flow of treated wastewater into the District's Phyllis Canal only during the irrigation season. This matter was discussed some time ago, but declined because of the stipulation of said water being discharged into the Phyllis on a year-round basis. After discussion, it was determined to check into this further, although Director Rob Greenfield has reservations about this matter. It was the consensus of the Board to have Attorney Campbell invite a representative from the City of Boise to appear before the Board to answer questions and concerns the Board members have.

BUREAU OF RECLAMATION – TITLE TRANSFER: Attorney Campbell provided an update to the Board regarding this matter. Mr. Campbell is in receipt of a letter from Senator Mike Crapo's office on the title transfer matter. Mr. Crapo would like to initiate some type of settlement discussions between Pioneer, the City of Caldwell, and ACHD to see what it would take for the City and ACHD to drop their opposition to the title transfer. The date and time of a settlement meeting have not yet been established.

CITY OF CALDWELL COOPERATIVE AGREEMENT: Attorney Campbell brought before the Board a revised Cooperative Agreement which has been signed by the City of Caldwell. Discussion regarding said agreement brought to light a small addition which the Board feels needs to be made. It was also the consensus of the Board to request the District's Engineer to review this agreement, and to have Supt. Jeff Scott go through it another time to make sure nothing is left out which he feels would be needed in the agreement.

FRANKLIN DITCH & MASON CREEK DITCH CO.: Attorney Campbell advised the Board a court order has been received for a mediation session to take place. Those who will be in attendance is an attorney for the Dept. of Water Resources, a technical person, Special Master Terrance Dolan, and representatives for Pioneer Irrigation District, Franklin Ditch Co. and Mason Creek Ditch Co. Said meeting will be held at the Western Regional Office on Friday, December 12, 2008. Director Alan Newbill and Supt. Jeff Scott will attend on behalf of Pioneer, as well as Attorney Campbell.

STEVENS INC.: It was the consensus of the Board to sign an engagement letter with Stevens, Inc. for services associated with the lawsuit against the City of Caldwell.

Attorney Campbell provided an update on matters he is currently representing the District on. No further Board action was required.

There being no further business appearing before the Board, meeting was adjourned.

ATTEST: Naida E. Kelleher Alan Newbill
NAIDA E. KELLEHER, Secretary ALAN NEWBILL, President

January 7, 2009
Caldwell, Idaho

The Board of Directors of Pioneer Irrigation District met in regular session with Directors Alan Newbill, Leland Earnest and Rob Greenfield present. Also present were Jeffrey C. Scott, Superintendent; Naida E. Kelleher, Secretary/Treasurer; Dawn Fowler, Asst. Secretary/Treasurer and Scott Campbell, Attorney.

It was moved, seconded and carried to approve the minutes of the December 9, 2008 general meeting as written.

The financial reports as presented from the QuickBooks printouts were reviewed and accepted. All statements and invoices were reviewed and ordered paid as per the Check Detail submitted in the amount of \$170,947.10 by issuance of check #10272 through #10328.

QUITCLAIM DEEDS: It was the consensus of the Board to sign Quitclaim Deeds for properties assessed under the following accounts upon all delinquent and current assessments owing being paid in full in the following amounts:

Juan J. and Margie A. Gonzalez	Acct. #1884-61	Paid \$ 511.29
Seven W's	Acct. #3932	Paid \$2,164.77
Andrea Scott	Acct. #5006	Paid \$2,207.56

AGREEMENTS: It was the consensus of the Board to sign the following agreements, all of which were drawn up by Attorney Campbell's office:

INTERMOUNTAIN GAS – Utility License Agreement for the crossing of the Phyllis Canal north of Ridgecrest Golf Course;

QWEST – Utility License Agreement for the Replacement of Telephone Cable Crossing of the Phyllis Canal at Midway Road; and

CITY OF CALDWELL – Addendum to the License Agreement for Steelman Well Pipeline Relocation/Ustick Road Improvement Project.

There being no further business appearing before the Board, meeting was adjourned.

ATTEST: Naida E. Kelleher Alan Newbill
NAIDA E. KELLEHER, Secretary ALAN NEWBILL, President

July 8, 2008
Caldwell, Idaho

The Board of Directors of Pioneer Irrigation District met in regular session with Directors Alan Newbill, Leland Earnest and Rob Greenfield present. Also present were Jeffrey C. Scott, Superintendent; Naida E. Kelleher, Secretary/Treasurer; and Scott Campbell, Attorney.

It was moved, seconded and carried to approve the minutes of the regular meeting of June 9, 2008, as written.

The financial reports as presented from the QuickBooks printouts were reviewed and accepted. All statements and invoices were reviewed and ordered paid as per the Check Detail submitted in the amount of \$192,913.43 by issuance of checks #9837 thru #9914.

QUITCLAIM DEEDS: It was the consensus of the Board to sign Quitclaim Deeds for properties assessed under the following accounts upon all delinquent and current assessments owing being paid in full in the following amounts:

Jeannie E. Norman	Acct. #2035-06	Paid \$356.49
Terry Richards	Acct. #6847	Paid \$534.05

AGREEMENTS: It was the consensus of the Board to approve the signing of the Software Contract with Harris Computer Systems for inHance billing software, whose bid was accepted at last month's meeting.

ANNEXATION:

This being the date set for a hearing on the annexation of lands located at 15381 Lake Ave, and no one appearing to object to said annexation, it was the consensus of the Board to authorize the Secretary/Treasurer to type up an Order for Annexation. Said Order will become effective in 90 days if a Petition for Election has not been received prior to that time.

APPOINTMENTS:

SKY RANCH BUSINESS CENTER #1: Mr. Scott Sherrow (Engineer) and Mr. Jamie Hoover (Developer of the Sky Ranch Business Center #1), again appeared before the Board. A short history was given as to why they tiled the A Drain within Caldwell's property. They had entered into a land swap with the City of Caldwell, and as a condition of that land swap, Caldwell required they tile the A Drain. This was done without the consent of Pioneer Irrigation District.

The proposals offered this date were: 1) They will remove the section of tile placed within the A Drain where it lies within the District's easement; 2) They will enter into a license agreement with Pioneer, 3) They will plug the ends of the tile with concrete, and 4) they will restore the drain in its former location.

The gentlemen were asked if they had discussed this with the City of Caldwell, and they stated they had. Attorney Campbell requested they get a letter of confirmation from the City of Caldwell, confirming they agree to the above proposals, and that they will not reopen the pipes remaining in the ground for future use. Attorney Campbell also requested a copy of the Exchange Agreement they entered into with the City of Caldwell.

MISCELLANEOUS:

LYNN WHITTIG/MARK FLITTON: Pioneer is in receipt of a letter from ICRMP that they paid Mr. Flitton \$2,550 for flood damage. The damage to his property was caused when the Phyllis Canal overflowed following a wind storm on the night of April 14, 2008.

NATURAL RESOURCES PUBLIC AFFAIRS: Dick Larson submitted a draft letter from the District to the Idaho Water Users Assoc. asking for a Rural-Urban Encroachment Issues summit for the Board's review. It was the consent of the Board to send said letter after making corrections identified by office personnel.

MILEAGE: The IRS increased the standard mileage rate for the final six months of 2008 from 50.5 cents per mile to 58.5 cents per mile. It was the consensus of the Board to adjust the mileage rate given to ditchriders effective 7-1-08 to be the same as that stipulated by the IRS.

UNITED OIL: Pioneer is in receipt of a letter from United Oil stating they are no longer going to offer the 30+ day terms which Pioneer has operated under in the past. United Oil is going to start sending out statements bi-monthly, and payment will be due ten days following the close of each statement period. It was the consensus of the Board to authorize the Secretary/Treasurer to pay the statement received from United Oil in the middle of the month by its due date rather than waiting for Board approval at their regularly scheduled monthly meeting on the 7th of each month.

10th AVENUE COTTAGES: Supt. Jeff Scott is in receipt of a request for a new headgate for the property being developed as 10th Avenue Cottages. Due to the parcel being less than 10 acres, it was the consensus of the Board to deny said request.

INDIAN CREEK – WATER SAMPLING: Pioneer is in receipt of a letter from the City of Nampa regarding the City having contracted with parties to gather information, conduct sampling and monitor current water quality from Indian Creek. The stated purpose of this sampling and monitoring is to gather data on the hydrology and water quality of Indian Creek in preparation for an anticipated draft NPDES permit for the City's wastewater treatment plant.

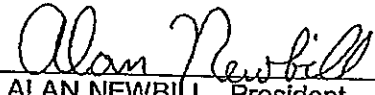
It was the consensus of the Board to request the City of Nampa put Pioneer on their distribution list for all future correspondence and notices regarding this matter. Pioneer has two diversion points downstream from the City's wastewater treatment plant.

LEGAL:

FRANKLIN DITCH & MASON CREEK DITCH COMPANIES: It was the consensus of the Board to withdraw Pioneer's objections filed in the SRBA, upon receipt of an agreement drawn up by Attorney Campbell to protect Pioneer's interests. Attorney Campbell will write Franklin Ditch and Mason Creek Ditch a letter setting forth the conditions for Pioneer's withdrawal of objections.

Attorney Campbell provided updates to the Board on matters which he is currently representing the District on. No Board action was required.

There being no further business appearing before the Board, meeting was adjourned.

ATTEST:  
NAIDA E. KELLEHER, Secretary ALAN NEWBILL, President

July 8, 2008
Special Board Meeting
Notus, Idaho

The Board of Directors of Pioneer Irrigation District met in special session with members of the Board of Directors of Black Canyon Irrigation District at Black Canyon's office in Notus, Idaho. Those present on behalf of Pioneer were Directors Alan Newbill, Leland Earnest and Rob Greenfield, Supt. Jeff Scott, Secretary-Treasurer Naida E. Kelleher, and Attorney Scott Campbell. Those present on behalf of Black Canyon Irrigation District were Directors Mike Wagner, Russ Klahr, Dennis Lammey and Dan Surmeier, Supt. Dennis Heaps and Attorney Chuck McDevitt. Mr. Jerrold Gregg of the Bureau of Reclamation also attended said meeting.

The purpose of this meeting was to discuss the objections filed by Black Canyon Irrigation District regarding Pioneer Irrigation District acquiring the title to the drains within Pioneer.

It appears Black Canyon's concerns had more to do with water rights out of the drains, rather than ownership of the drains themselves. It was made clear by Mr. Gregg that title transfers do not include the transfer of any water rights. It was brought up by Mr. Gregg that the Wilson Feeder Canal, Upper Embankment Drain and the Concrete Diversion Structure have been identified as being excluded from the title transfer as they are joint facilities rather than facilities solely used by Pioneer Irrigation District.

Caldwell, Idaho, June 17th, 1915.

To the State Engineer, of the State of Idaho,

The Water Master on the Boise River, and

The Board of Directors, of the Pioneer Irrigation District.

Dear Sirs:-

For and in behalf of the land owners and water users, and owners of those certain water rights, known as the Franklin Ditch Company's Rights, the Mason Creek Ditch Company's Rights, and the Right of the Caldwell Canal, now the Caldwell Highline Canal, being rights designated as Rights No. 34, No. 46, No. 77, and No. 90, of that certain decree, made and entered on the 18th day of January, 1906, in the District Court of the Seventh Judicial District, of the State of Idaho, in and for Canyon County, in that certain case known as the Boise River Priority Case, wherein the Farmer's Co-operative Ditch Company, a corporation, is plaintiff, and the Riverside Irrigating District, Limited, a corporation and others, are defendants, your attention is called to the fact, and you and each of you are hereby notified, that it is your duty to cause the waters diverted from the Boise River, under the said above mentioned Rights, to be diverted through the said Caldwell Highline Canal, for use on the lands under the flow of the said Canal. You are further notified that you are now, and for some time past have been, causing said waters under said Right No. 90, and others of said waters, to be diverted through the Phyllis Canal, for use upon lands other than the lands above mentioned, and depriving said lands of their said rights. And you are hereby further notified that you are now, and for some time past have been, depriving said lands under the flow of the said Caldwell Highline Canal of the use of the waters from Boise River to which they are rightfully entitled, and are causing said lands, and the crops growing thereon, and their owners of said lands great and irreparable injury and damage, for all of which you and each of you will be held to a strict accountability.

Respectfully,

Walter Griffiths

Date	Name	Amount Decreed.	Total, Decreed to Canal to Date.	Amount Necessary to fill Decree.
		Cu.ft. In.	Cu.ft. In.	Cu.ft. In.
37,6-1-68	H.D.Goodman and Dora Goodman	3.70 185		443.36 22168
38,6-1-68	T.T.Johnson	3.20 160		446.56 22328
39,6-1-68	C.B.Ross,C.H.Allen Edgar Dilley and W.H.Ross	8.54 427		455.10 22755
40,6-1-69	John Mammen	1.80 90		456.90 22845
41,6-1-69	Isaac Bedal	1.60 80		458.50 22925
42,6-1-69	Frederick Ode	3.60 180		462.10 23105
43,6-1-69	Prior Burnett	8.50 425		470.60 23530
44,6-1-69	Pioneer Dixie Ditch Co.,	35.44 1772	55.44 2772	506.04 25302
45,6-1-69	Mason Creek Ditch Co.,	37.20 1860		543.24 27162
46,6-1-69	T.W.Boone	3.50 175		546.74 27337
47,6-1-70	W.J. Hamming	2.60 130		549.34 27467
48,6-1-70	State of Idaho, John H.McGrath,et al through ditch known as Pioneer Canal.	25.72 1286		575.06 28753
49,6-1-70	Barber Lumber Co.	2.24 112		577.30 28865
50,6-1-70	Thomas Andrews	1.30 65	10.60 530	578.60 28930
51,6-1-71	T.C.Catlin and Polete Mace	7.86 393	14.02 701	586.46 29323
52,6-1-71	Peter Meves	1.80 90		588.26 29413
53,6-1-71	Middleton Mill Ditch Co. a Comp.	33.70 1685	46.50 2325	621.96 31098
54,6-1-72	J.F.Yearin	.70 35	1.36 68	622.66 31133
55,6-1-72	J.F.Wearin	1.40 70	2.76 138	624.06 31203
56,6-1-72	Mary G. Davis	4.40 220		628.46 31423
57,6-1-72	Edward E.Hart	3.30 165		631.76 31588
58,6-1-74	S.S.Gray	1.40 70		633.16 31658
59,6-1-74	T.W.Boone	2.20 110	5.70 285	635.36 31768
60,6-1-75	Farmers' Co-oper- ative Ditch Co.,	10.00 500		645.36 32268
61,6-1-76	Heirs of Edward & Mary Clark	2.30 115		647.66 32383
62,6-1-76	John Cecil	.44 22		648.10 32405
63,6-1-77	Thomas Aiken	5.20 260		653.30 32665
64,6-1-77	W.H.Conway	.90 45		654.20 32710
65,6-1-77	Middleton Water Co. a corporation,	114.08 5704		768.28 38414
66,7-1-77	Joseph Perrault & Richard Z. Johnson	200.00 10000		Power Purposes
67,5-1-78	Boise City Ir- rigation & Land Co., a corp.	170.00 8500		938.28 46914
68,6-1-78	John Mammen	4.20 210	6.00 300	942.48 47124
69,6-1-78	Julia Mammen	3.36 168		945.84 47292
70,6-1-78	Charles Allen	8.80 440		954.64 47732
71,6-1-78	H.H.Stockton	4.40 220		959.04 47952
72,6-1-79	New Dry Creek Ditch Co.,	31.22 1566		990.26 49318
73,6-1-79	D.Mumford	4.00 200		994.26 49718

NEW YORK CANAL (U.S.R.S.)						
No.	Date	Name	Amount Deceased	Amount necessary to fill Decree	Amount necessary to fill Decree	Amount necessary to fill Decree
			Sec. 111, Art. 1	Sec. 111, Art. 1	Sec. 111, Art. 1	Sec. 111, Art. 1
131	3/23/00	New York Canal Co.	1219.40	10955.71	2613.36	2130669
NAPPA MERIDIAN CANAL (Ridenbaugh)						
67	5/1/78	Boise City Irr. & Land Co., Inc.	170.00	18500.93	828.28	146914
106	8/20/88	"	1270.84	118542	1787.00	89350
		Total	1540.84	127042	1072.200	53610.0
RETN & KEOH DITCH						
127	5/1/95	Charles Reintz Jane Keoh	1.00	50.22	90.10	114505
						1374.060
BUBB CANAL						
107	5/1/89	Charles S. Miller	0.06	3.17	87.06	89353
108	"	Thomas L. Haseley	0.02	1.17	87.08	89354
109	"	Steve Utter, John Utter & C. B. Taylor	2.40	120.17	89.48	89474
110	"	So. Boise Mutual Irrigation Co.	6.00	300.17	95.48	89774
111	"	Est. of James H. Gallagher	2.94	147.17	98.42	89921
112	"	Anna H. Fogarty	0.05	2.51	798.47	89923
113	"	Grace Call	0.10	5.17	98.57	89928
114	"	Samuel H. Canfield	0.03	1.51	798.60	89930
			11.60	580.0		
MEEVES DITCH						
53	6/1/71	Peter Meeves	1.80	90.1	589.66	29483
						353.796
RIDENBAUGH & ROSSI MILL DITCH						
16	6/1/65	W.H. Ridenbaugh	9.20	460	198.30	9915
17	"	& A. Rossi				118.980
		total	265.80	13290	Power	
18	"	Denver & Idaho Land Co.	0.80	40	199.10	9955
		Grand total	275.80	13790		119.460
MANVILLE--LEONARD DITCH						
32	6/1/66	Frank Leonard, Edna Leonard, J.S.D. Manville, & Est. of Albert Sherwin	3.50	175	296.30	14815
						177.780
						8889.0

119'6 1/2" Thomas Davis 0.54 27 2002.60 100130 1201.560 60078.0

92'	10/17/84	Settlers Canal	66'	99.06'	4955'	1266.22'	63311'	959.732'	37986.6'
122'	"	"	"	575.44'	3672'	2096.54'	104827'	1257.924'	62896.8'
total				1574.50'	8627'				

		<u>THURMAN DITCH</u>						
7.	6-1-64	C.O.Havard	3.50	165	47.76	2388	28,656	11432.8
10	6-1-65	Allen V. Webster	1.20	60	92.38	4119	49,428	2471.4
11	6-1-65	J.R.Yarvan	0.66	33	83.04	4152	49,824	2491.8
36	6-1-66	Martha E.McCarthy	14.10	705	439.66	21983	262,796	13189.8
37	6-1-66	R.D.Goodman & Dora Goodnam	3.70	185	243.36	22168	266,016	13300.8
42	6-1-67	Isaac Beal	1.60	80	459.90	22995	275,940	13797.0
55	6-1-72	J.P.Yarvan	0.70	35	624.06	31203	374,436	18721.8
56	6-1-72	J.R.Yarvan	1.40	70	625.45	31273	375,276	18763.8
62	6-1-76	John Cecil	0.44	22	648.10	32405	388,860	19443.0
75	6-1-80	Isham Joplin	2.40	120	998.52	49926	599,112	29956.6
76	10-20-	Joseph Goble	0.90	45	999.42	49971	599,652	29982.6
78	6-1-82	Allen v.Webster	0.90	45	1027.92	51396	616,752	30837.6
79	6-1-82	Susie Campbell	0.60	30	1028.52	51426	617,112	30850.6
81	6-1-82	Sonera Joplin	2.60	130	1033.52	51676	620,112	31005.6
84	6-1-83	Andrew T.Joplin	1.50	75	1037.26	51863	622,356	31117.8
87	6-1-83	Francis M.Joplin	0.90	45	1060.36	53018	636,216	31810.8
		Total -	36.90	1845				

"PEN", DITCH, (U.S.R.S.)

PERRAULT DITCH

BOISE CITY CANAL.

JACOBS CANAL.

FARMERS UNION DITCH.

PID000077

110321711 PROMESA LEASE 0 00 00 00 0008 00 100120 A1501-280 20012 0
DUMMIE BEARS DILGH

72-6-1-79	New Dry Creek Ditch							
	Go. & Corp.	31.32	1566	990.36	49518	594.216	29770.8	
95-6-1-86	"	15.22	761	1281.44	64072	766.864	38443.2	
97-6-1-88	"	7.86	393	1354.50	67725	812.700	40635.0	
	total	54.40	2720					

14-6-1966	New Union Ditch Co., a Corp.	13.76	688	134.52	6726	80.712	4035.6
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98-6-1-88	A.V. Linder	4.00	200	1358.50	67985	815.100	40755.0
99-6-1-88	Levi Smith	1.30	65	1359.80	67990	815.880	40794.0
100-6-1-88	Charlotte Calhoun	1.40	70	1361.20	68060	816.720	40836.0
101-6-1-88	Ed. J. Linder	1.46	73	1362.66	68133	817.596	40879.8
102-6-1-88	Lizette Everett	1.20	60	1363.86	68193	818.316	40915.8
103-6-1-88	Jesse Wilson	1.40	70	1365.26	68263	819.156	40957.8
123-6-1-91	Thomas Atkins	0.80	40	2097.34	104867	1258.404	62920.2
	total	11.56	578				

65-6-1-77	Middleton Water Co., a corp.	114.08	5704	768.28	38414	460.966	23048.4
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DATE	DESCRIPTION	AMOUNT	DEBIT	CREDIT	BALANCE	DEBIT	CREDIT	BALANCE
3 6-1-64	Middleton Mill							
	Ditch Co. a corp.	12.80	640	35.00	217500	21.000		1050.0
40 6-1-68	S.S. Gray	1.40	70	456.50	22825	273.900		13695.0
54 6-1-71	Middleton Mill	33.70	1685	623.36	31168	374.016		18700.8
	Ditch Co. a corp.							
120 6-1-91	" " " "	17.00	850	2019.60	100980	1211.760		60598.0
		64.90	3345					

49 6-1-70	State of Idaho, John H. McGrath, Eliza E. Everett, J.M. Stewart, Frank Hart, Mrs. E. J. McDowell, W.A. Fowler, A.F. Thornton, B.E. Swalley, John W. Dixon, A.C. Prosser, Samuel McDowell, W. Snodgrass, Sunder & McDowell, W. Spellman, T.C. Creason, Ed Bullock, Jacob Fowler, & J.C. Baldwin, through ditch known as Pioneer Canal.	25.72	1286	576.46	28823	345.876	17293.8
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31 6-1-66 William Kennedy 2.50 130 292.80 14640 175.680 8784.0

35 6-1-67	Canyon County Water Co.	75.80	3790	425.56	21278	255.336	12766.8
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PID000078

DATE	NAME	FEES	AMOUNT	TOTAL	DATE	NAME	FEES	AMOUNT	TOTAL
31 6-1-80	"	1.00	38	1387.20	31 6-1-80	"	1.00	38	1387.20
32 6-1-80	"	1.00	38	1387.20	32 6-1-80	"	1.00	38	1387.20
33 6-1-80	"	1.00	38	1387.20	33 6-1-80	"	1.00	38	1387.20
34 6-1-80	"	1.00	38	1387.20	34 6-1-80	"	1.00	38	1387.20
35 6-1-80	"	1.00	38	1387.20	35 6-1-80	"	1.00	38	1387.20
36 6-1-80	"	1.00	38	1387.20	36 6-1-80	"	1.00	38	1387.20
37 6-1-80	"	1.00	38	1387.20	37 6-1-80	"	1.00	38	1387.20
38 6-1-80	"	1.00	38	1387.20	38 6-1-80	"	1.00	38	1387.20
39 6-1-80	"	1.00	38	1387.20	39 6-1-80	"	1.00	38	1387.20
40 6-1-80	"	1.00	38	1387.20	40 6-1-80	"	1.00	38	1387.20
41 6-1-80	"	1.00	38	1387.20	41 6-1-80	"	1.00	38	1387.20
42 6-1-80	"	1.00	38	1387.20	42 6-1-80	"	1.00	38	1387.20
43 6-1-80	"	1.00	38	1387.20	43 6-1-80	"	1.00	38	1387.20
44 6-1-80	"	1.00	38	1387.20	44 6-1-80	"	1.00	38	1387.20
45 6-1-80	"	1.00	38	1387.20	45 6-1-80	"	1.00	38	1387.20
46 6-1-80	"	1.00	38	1387.20	46 6-1-80	"	1.00	38	1387.20
47 6-1-80	"	1.00	38	1387.20	47 6-1-80	"	1.00	38	1387.20
48 6-1-80	"	1.00	38	1387.20	48 6-1-80	"	1.00	38	1387.20
49 6-1-80	"	1.00	38	1387.20	49 6-1-80	"	1.00	38	1387.20
50 6-1-80	"	1.00	38	1387.20	50 6-1-80	"	1.00	38	1387.20
51 6-1-80	"	1.00	38	1387.20	51 6-1-80	"	1.00	38	1387.20
52 6-1-80	"	1.00	38	1387.20	52 6-1-80	"	1.00	38	1387.20
53 6-1-80	"	1.00	38	1387.20	53 6-1-80	"	1.00	38	1387.20
54 6-1-80	"	1.00	38	1387.20	54 6-1-80	"	1.00	38	1387.20
55 6-1-80	"	1.00	38	1387.20	55 6-1-80	"	1.00	38	1387.20
56 6-1-80	"	1.00	38	1387.20	56 6-1-80	"	1.00	38	1387.20
57 6-1-80	"	1.00	38	1387.20	57 6-1-80	"	1.00	38	1387.20
58 6-1-80	"	1.00	38	1387.20	58 6-1-80	"	1.00	38	1387.20
59 6-1-80	"	1.00	38	1387.20	59 6-1-80	"	1.00	38	1387.20
60 6-1-80	"	1.00	38	1387.20	60 6-1-80	"	1.00	38	1387.20
61 6-1-80	"	1.00	38	1387.20	61 6-1-80	"	1.00	38	1387.20
62 6-1-80	"	1.00	38	1387.20	62 6-1-80	"	1.00	38	1387.20
63 6-1-80	"	1.00	38	1387.20	63 6-1-80	"	1.00	38	1387.20
64 6-1-80	"	1.00	38	1387.20	64 6-1-80	"	1.00	38	1387.20
65 6-1-80	"	1.00	38	1387.20	65 6-1-80	"	1.00	38	1387.20
66 6-1-80	"	1.00	38	1387.20	66 6-1-80	"	1.00	38	1387.20
67 6-1-80	"	1.00	38	1387.20	67 6-1-80	"	1.00	38	1387.20
68 6-1-80	"	1.00	38	1387.20	68 6-1-80	"	1.00	38	1387.20
69 6-1-80	"	1.00	38	1387.20	69 6-1-80	"	1.00	38	1387.20
70 6-1-80	"	1.00	38	1387.20	70 6-1-80	"	1.00	38	1387.20
71 6-1-80	"	1.00	38	1387.20	71 6-1-80	"	1.00	38	1387.20
72 6-1-80	"	1.00	38	1387.20	72 6-1-80	"	1.00	38	1387.20
73 6-1-80	"	1.00	38	1387.20	73 6-1-80	"	1.00	38	1387.20
74 6-1-80	"	1.00	38	1387.20	74 6-1-80	"	1.00	38	1387.20
75 6-1-80	"	1.00	38	1387.20	75 6-1-80	"	1.00	38	1387.20
76 6-1-80	"	1.00	38	1387.20	76 6-1-80	"	1.00	38	1387.20
77 6-1-80	"	1.00	38	1387.20	77 6-1-80	"	1.00	38	1387.20
78 6-1-80	"	1.00	38	1387.20	78 6-1-80	"	1.00	38	1387.20
79 6-1-80	"	1.00	38	1387.20	79 6-1-80	"	1.00	38	1387.20
80 6-1-80	"	1.00	38	1387.20	80 6-1-80	"	1.00	38	1387.20
81 6-1-80	"	1.00	38	1387.20	81 6-1-80	"	1.00	38	1387.20
82 6-1-80	"	1.00	38	1387.20	82 6-1-80	"	1.00	38	1387.20
83 6-1-80	"	1.00	38	1387.20	83 6-1-80	"	1.00	38	1387.20
84 6-1-80	"	1.00	38	1387.20	84 6-1-80	"	1.00	38	1387.20
85 6-1-80	"	1.00	38	1387.20	85 6-1-80	"	1.00	38	1387.20
86 6-1-80	"	1.00	38	1387.20	86 6-1-80	"	1.00	38	1387.20
87 6-1-80	"	1.00	38	1387.20	87 6-1-80	"	1.00	38	1387.20
88 6-1-80	"	1.00	38	1387.20	88 6-1-80	"	1.00	38	1387.20
89 6-1-80	"	1.00	38	1387.20	89 6-1-80	"	1.00	38	1387.20
90 6-1-80	"	1.00	38	1387.20	90 6-1-80	"	1.00	38	1387.20
91 6-1-80	"	1.00	38	1387.20	91 6-1-80	"	1.00	38	1387.20
92 6-1-80	"	1.00	38	1387.20	92 6-1-80	"	1.00	38	1387.20
93 6-1-80	"	1.00	38	1387.20	93 6-1-80	"	1.00	38	1387.20
94 6-1-80	"	1.00	38	1387.20	94 6-1-80	"	1.00	38	1387.20
95 6-1-80	"	1.00	38	1387.20	95 6-1-80	"	1.00	38	1387.20
96 6-1-80	"	1.00	38	1387.20	96 6-1-80	"	1.00	38	1387.20
97 6-1-80	"	1.00	38	1387.20	97 6-1-80	"	1.00	38	1387.20
98 6-1-80	"	1.00	38	1387.20	98 6-1-80	"	1.00	38	1387.20
99 6-1-80	"	1.00	38	1387.20	99 6-1-80	"	1.00	38	1387.20
100 6-1-80	"	1.00	38	1387.20	100 6-1-80	"	1.00	38	1387.20

CONWAY HAMMING DITCH CO.

48 6-1-70	W. J. Hamming	2.60	130	550.74	27537	330.444	16522.2
64 6-1-77	W. H. Conway	0.90	45	654.20	32710	398.520	19626.0
118 6-1-91	W. H. Conway	2.20	110	2002.06	100103	1201.236	60061.8
	total	5.70	285				

THOMAS AIKENS DITCH.

63 6-1-77	Thomas Aikens	5.20	260	653.30	32665	397.980	19599.0
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CATLIN & MACE DITCH.

5 6-1-64	T. C. Catlin & Polette Mace	2.86	143	41.16	2058	24.696	1234.8
52 6-1-71	"	7.86	393	587.86	29393	352.716	17635.8
	total	10.72	536				

HART & DAVIS DITCH.

6 6-1-64	T. C. Catlin	3.30	165	44.46	2223	26.676	1323.8
57 6-1-72	Mary C. Davis	4.40	220	629.86	31493	377.916	18895.8
58 6-1-72	Edward N. Hart	3.30	165	633.16	31658	379.896	18994.8

GRAHAM & GILBERT DITCH.

12 6-1-65	James L. Graham, Frank N. Graham, & William Gilbert	4.40	220	87.44	4372	52.464	2623.2
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WARM SPRINGS SLOUGH DITCH.

61 6-1-76	Heirs of Edward & Mary Clark	2.30	115	647.66	32383	388.596	19429.8
80 6-1-82	J. T. Barber	1.60	80	1030.12	51506	618.072	30903.6
82 6-1-82	S. W. Hutchinson	0.44	22	1030.96	51698	620.376	31018.8
83 6-1-82	Johnson	0.44	22	1034.40	51720	620.640	31032.0
84 6-1-82	Andrew J. Joplin	1.36	68	1037.26	51863	622.356	31117.8
85 6-1-82	James L. Graham	2.20	110	1039.46	51973	623.676	31183.8
	total	8.34	417				

JOPLIN DITCH.

81 6-1-82	Sonora Joplin	0.80	40	1033.52	51676	620.112	31005.6
115 6-1-89	"	0.06	3	1798.66	89933	1079.196	53959.8
116 6-1-89	"	1.20	60	1799.86	89993	1079.916	53995.8
	total	2.06	103				

PHYLLISS CANAL

90 6-1-84	Pioneer Irrigation District	53.10	2655	1147.16	57358	688.296	34414.8
117 9-1-90	"	200.00	10000	1999.86	99993	1199.916	59995.8
135 4-1-04	"	56.34	2817	2755.24	137762	1653.144	82657.2
	total	309.44	15472				

EUREKA CANAL.

13 6-1-65	Eureka Water Co.	33.32	1666	120.76	6038	72.456	3622.8
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CALDWELL DITCH.

34 7-3-66	Franklin Ditch Co.	15.40	770	349.76	17488	209.856	10492.8
77 10-29-80	"	27.60	1380	1027.02	51351	616.212	30810.6
46 6-1-69	Mason Creek	37.20	1860	544.64	27232	326.784	16339.2
	total	80.20	4010				

DATE	NAME	ACRES	FEET	FEET	FEET	FEET	FEET
11-3-51	W.A. Black	12.00	600	1072.36	53618	643.416	32170.8
91-6-1-84	Riverside Irr. District	20.00	1000	1167.16	58358	700.296	35014.8
95-1-23-87	Wm. C. Young & Lizzie Young	4.00	200	1298.84	64942	779.304	38965.2
124-5-1-96	Riverside Irr. District	80.00	4000	2177.34	108867	1306.404	65300.2
130-10-1-99	"	20.00	1000	2394.26	119713	1436.556	71827.8
133-6-1-01	"	70.00	3500	2693.36	134668	1616.016	80800.8
	total	206.00	10300				

CORVAX WATER DITCH CO.

RIVERSIDE CANAL

88-6-1-92	W.A. Black	12.00	600	1072.36	53618	643.416	32170.8
91-6-1-84	Riverside Irr. District	20.00	1000	1167.16	58358	700.296	35014.8
95-1-23-87	Wm. C. Young & Lizzie Young	4.00	200	1298.84	64942	779.304	38965.2
124-5-1-96	Riverside Irr. District	80.00	4000	2177.34	108867	1306.404	65300.2
130-10-1-99	"	20.00	1000	2394.26	119713	1436.556	71827.8
133-6-1-01	"	70.00	3500	2693.36	134668	1616.016	80800.8
	total	206.00	10300				

KELLER CANAL

48-9-1-64	Pioneer Dixey Ditch Co.	20.00	1000	67.76	3388	40.656	2032.8
45-6-1-69	"	35.44	1772	507.44	25372	304.464	15223.2
96-10-1-87	American Ditch Assn. (transfer)	6.20	310	1346.64	67332	807.984	40399.2
	total	61.64	3082				

AMERICAN DITCH

96-10-1-87	American Ditch Assn. a corp.	47.80	2390	1346.64	67332	807.984	40399.2
	Sold to Canyon Ditch 605 in.						
	Transfer " Keller " 310 "						
	" Eureka #2 " 1475 "						
	total	47.80	2390				

EUREKA #2 CANAL

89-11-8-83	Eureka Ditch Co. No. 2	21.70	1085	1094.06	54703	656.436	32821.8
96-10-1-87	American Ditch Assn. (Transfer)	29.50	1475	1346.64	67332	807.984	40399.2
	total	51.20	2560				

CENTER POINT (UPPER) DITCH

23-6-1-65	C.W. Cooper	3.20	160	217.68	10884	130.608	6530.4
24-6-1-65	J.D. Rowland	2.40	120	220.08	11004	132.048	6602.4
25-6-1-65	Draper & Wells	3.94	197	224.02	11201	134.412	6720.6
26-6-1-65	Thomas J. Palmer	1.60	80	225.62	11281	135.372	6768.6
27-6-1-65	Noah W. Palmer	1.58	79	227.20	11360	136.320	6756.0
	total	12.72	636				

CENTER POINT (LOWER) DITCH

19-6-1-65	Martha Bowman	2.88	144	201.98	10099	121.188	6059.4
20-6-1-65	Bird Bowman	6.40	320	208.38	10419	125.028	6251.4
21-6-1-65	G.W. Gess	2.90	145	211.28	10564	126.768	6338.4
22-6-1-65	Robert McGuire	3.20	160	214.48	10724	128.688	6434.4
38-6-1-68	T.T. Johnson	3.20	160	446.56	22328	267.936	13396.8
43-6-1-69	Fredric Ode	3.60	180	463.50	23175	278.100	13905.0
73-6-1-79	D. Mumford	4.00	200	994.36	49718	596.616	29830.8
	total	26.18	1309				

Under Right 24 (C.P. Upper Ditch) 75 in. transferred to G. Ballard
 5 " still held by Rowland
 70 " trans. by Rowland to Eureka

AT ARBEIDDE GEEST

41-6-1-69	John Marmon	1.80	90	458.30	22915	274.980	13749.0
68-6-1-70	John Marmon	4.20	210	942.48	47124	565.408	28274.4
69-6-1-70	Julia Marmon	3.36	168	945.84	47292	567.504	28375.2
70-6-1-70	Chas. Allen	8.80	440	954.64	47732	572.784	28639.2
		18.16	908				

39-6-1-68	C. B. Ross, C. H. Allen, Edgar Dillsey & W. H. Ross	8;54-0	427-455.10	27755	273.060	16653.0
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60	6-1-75	Farmer's Co-opera-						
		tive Ditch Co.	10.00	500	645.56	32268	387.216	19360.8
86	6-1-83	"	20.00	1000	1069.46	52973	635.676	31783.8
105	7-1-88	"	50.00	2500	1416.16	70808	849.696	42484.8
129	7-1-96	"	83.50	4175	2374.26	118713	1424.556	71227.8
		total	163.50	8175				

96-10-1-87	American Ditch Assn. a corp. (bought)	12.10	605	1346.64	67332	807.984	403992
132-5-18-00	Canyon Ditch Co. corp.	10.00	500	2623.36	131168	1674.016	787008
134-10-26-01	" " " "	5.84	277	2698.90	134945	1619.340	809670
	total	27.94	1382				

9-6-1-65	Siedenberg Co-operative Ditch Co.	13.42	671	81.18	4059	48.708	2435.4
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4 6-1-64	Thomas Andrews	3.30	165	38.30	1915	22,980	1149.0
28 6-1-65	J.N. Tucker	7.00	350	234.20	11710	140,520	7026.0
29 6-1-65	Thomas Andrews	6.00	300	240.20	12010	144,120	7206.0
44 6-1-69	Priler Burnett	8.50	425	472.00	23600.00	283,200	14160.0
47 6-1-69	T.W. Boone	3.50	175	548.14	27407	328,884	16444.2
51 6-1-70	Thomas Andrews	1.30	65	580.00	29000	348,000	17400.0
59 6-1-84	T.W. Boone	2.20	110	535.36	31768	381,216	19060.8
104 6-1-88	Thomas Andrews	0.90	45	1366.16	68308	819,696	40984.8
121 6-1-91	" "	3.50	175	2023.10	101155	1213,860	60693.0
	total	36.20	1810				

71	6-1-78	R.H.Stockton	4.40	220	959.04	47952	575.424	28771.22
74	6-1-80	Smith Stockton	1.76	88	996.12	49806	597.672	29883.6
125	6-1-94	R.H.Stoeton	1.76	88	2179.10	108955	1307.460	65373.0
		total	7.92	396				

10 6-1-68 1000 1000 1000 1000 1000 1000 1000
 11 6-1-68 1000 1000 1000 1000 1000 1000 1000
 12 6-1-68 1000 1000 1000 1000 1000 1000 1000
 13 6-1-68 1000 1000 1000 1000 1000 1000 1000

MAYNOR DITCH

No.	Date	NAME	Amount Deemed		Amount Necessary to R.I.D. Decree
			Sec.	Ft. - In.	
1	6-1-64	Thomas Davis	2.20	110	2.20
2	6-1-64	Jacobs Canal Co.	20.00	1000	22.20
3	6-1-64	Middleton Mill Ditch Co., a corporation.	112.80	640	35.00
4	6-1-64	Thomas Andrews	33.30	165	38.30
5	6-1-64	T.C. Catlin & Palette Mace	2.86	143	41.16
6	6-1-64	T.C. Catlin	3.30	165	44.46
7	6-1-64	C.C. Havira	3.30	165	47.76
8	9-1-64	Pioneer Dixey Ditch Co.	20.00	1000	67.76
9	6-1-65	Steenberg Cooperative Ditch Co.	13.42	671	81.18
10	6-1-65	Allen V. Webster	1.20	60	82.38
11	6-1-65	J.R. Varyan	.66	33	83.04
12	6-1-65	James L. Graham, Frank N. Graham & Wm. Gilbert.	4.40	220	87.44
13	6-1-65	Eureka Water Co.	33.32	1666	120.76
14	6-1-65	New Union Ditch Co.	13.76	688	134.52
15	6-1-65	Boise Valley Irrigation Ditch Co.	54.56	2729	189.10
16	6-1-65	W.H. Ridenbaugh, & A. Rossi	9.20	460	198.30
17	6-1-65	W.H. Ridenbaugh & A. Rossi	265.80	13290	Power
18	6-1-65	Denver & Idaho Land Co.	.80	40	199.10
19	6-1-65	Martha Bowman	2.88	144	201.98
20	6-1-65	Bird Bowman	6.40	320	208.38
21	6-1-65	C.W. Gess	2.90	145	211.28
22	6-1-65	Robert McGuire	3.80	160	214.48
23	6-1-65	C.W. Cooper	3.20	160	217.68
24	6-1-65	J.W. Roland	2.40	120	220.08
25	6-1-65	Draper & Wells	3.94	197	224.02
26	6-1-65	Thomas J. Palmer	1.60	80	225.62
27	6-1-65	Noah W. Palmer	1.58	79	227.20
28	6-1-65	J.N. Tucker	7.00	350	234.20

6-1-67 Amount Decreed 290.00
 6-1-68 Amount Decreed 5.30
 6-1-69 Amount Decreed 290.00
 6-1-70 Amount Decreed 290.00
 6-1-71 Amount Decreed 290.00
 6-1-72 Amount Decreed 290.00
 6-1-73 Amount Decreed 290.00
 6-1-74 Amount Decreed 290.00
 6-1-75 Amount Decreed 290.00
 6-1-76 Amount Decreed 290.00
 6-1-77 Amount Decreed 290.00
 6-1-78 Amount Decreed 290.00
 6-1-79 Amount Decreed 290.00
 6-1-80 Amount Decreed 290.00
 6-1-81 Amount Decreed 290.00
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 6-1-97 Amount Decreed 290.00
 6-1-98 Amount Decreed 290.00
 6-1-99 Amount Decreed 290.00
 6-1-00 Amount Decreed 290.00

No.	Date	Name	Amount Decreed	Sec.	Ft.	In.	Amount Necessary to fill decree
29	6-1-65	Thomas Andrews	6.00			300	240.20
30	6-1-66	Joseph Perrault, and Richard Johnson	50.00			2500	290.20
31	6-1-66	William R. Kennedy	2.60			130	292.80
32	6-1-66	Frank L. Leonard, Edna E. Leonard, J.S.D. Manville, and the Estate of Albert Sherwin	3.50			175	296.30
33	6-1-66	Boise City Canal Co., a corporation.	38.06			1902	334.36
34	6-1-66	Franklin Ditch Co.	15.40			770	349.76
35	6-1-67	Canyon Co. Water Co.	75.80			3790	425.56
36	6-1-68	Martha E. McCarthy	14.10			705	439.66
37	6-1-68	H.D. Goodman & Dora Goodman	3.70			185	443.36
38	6-1-68	T.T. Johnson	3.20			160	446.56
39	6-1-68	C.B. Ross, C.H. Allen, Edgar Dalley, & W.H. Ross	8.54			427	455.10
40	6-1-68	S.S. Gray	1.40			70	456.50
41	6-1-69	John Mammon	1.80			90	458.30
42	6-1-69	Isaac Bedal	1.60			80	459.90
43	6-1-69	Frederick Ode	3.60			180	463.50
44	6-1-69	Prior Burnett	8.50			425	472.00
45	6-1-69	Pioneer Dixie Ditch Co.	35.44			1772	507.44
46	6-1-69	Mason Creek Ditch Co.	37.20			1860	544.64
47	6-1-69	T.W. Boone	3.50			175	548.14
48	6-1-70	W.J. Hamming	2.60			130	550.74
49	6-1-70	State of Idaho, John H. McGrath, Eliza E. Everett, J.M. Stewart, Frank Hart, Mrs. E.J. McDowell, W.A. Fowler, A.T. Thornton, B.E. Swalley, John W. Dixon, A.C. Prosser, Samuel McDowell, W. Snodgrass, Snyder & McDowell, W. Spielman, T.C. Creason, Ed. Bullock, Jacob Fowler, & J.C. Baldwin through ditch known as Pioneer Canal.	25.72			1286	576.46

No.	Date	Name	Sec.	Ft.	In.	Amount Decreed.	Amount necessary to fill Decree.
50	6-1-69	Barber Lumber Co.	2.24	112		578.70	
51	6-1-70	Thomas Andrews	1.30	65		580.00	
52	6-1-71	T.C. Catlin & Pollett Mace	7.86	393		597.66	
53	6-1-71	Peter Meever	1.80	90		589.66	
54	6-1-71	Middleton Mill Ditch Co., a corporation	33.70	1685		623.36	
55	6-1-72	J. A. Yargan	.70	35		624.06	
56	6-1-72	J. F. Yargan	1.40	70		625.46	
57	6-1-72	Mary C. Davis	4.40	220		629.86	
58	6-1-72	Edward N. Hart	3.30	165		633.16	
59	6-1-74	T. W. Boone	2.20	110		636.36	
60	6-1-75	Farmers Co-Operative Ditch Co.	10.00	500	600	645.26	
61	6-1-76	Heirs of Edward and Mary Clark	2.30	115		647.66	
62	6-1-76	John Cecil	1.44	22		648.10	
63	6-1-77	Thomas Atkens	5.20	260		653.30	
64	6-1-77	W. H. Conway	.90	45		654.20	
65	6-1-77	Middleton Water Co., a corporation	114.08	5704		768.28	
66	7-1-77	Joseph Perrault & Richard Z. Johnson	200.00	10000		Power	
67	5-1-78	Boise City Irrigation & Land Co., a corp.	170.00	8500		938.28	
68	6-1-78	John Mammon	4.20	210		942.48	
69	6-1-78	Julia Mammon	3.36	168		945.84	
70	6-1-78	Charles Allen	8.80	440		954.64	
71	6-1-78	R. H. Stockton	4.40	220		959.04	
72	6-1-79	New Dry Creek Ditch Co.	31.32	1566		990.36	
73	6-1-79	D. Mumford	4.00	200		994.36	
74	6-1-80	Smith Stockton	1.76	88		996.12	
75	6-1-80	Isham Joplin	2.40	120		998.52	
76	10-20-80	Joseph Goble	.90	45		999.42	
77	10-29-80	Franklin Ditch Co.	27.60	1380		1027.02	

No.	Date	Name	Sec.	Ft.	In.	Amount	Amount necessary to fill Decree
91	8-1-88	Charles Taylor	3.40	110		1020.10	
90	8-1-88	T. L. Taylor	1.00	80		1020.10	
89	8-1-88	Charles (Graham) Taylor	1.20	80		1020.10	
88	8-1-88	Villev A. Monahan	.80	58		1020.10	
			Sec. Ft. In.			380.11	

No.	Date	Name	Sec.	Ft.	In.	Amount	Amount necessary to fill Decree
109	5-1-89	Steve Utter, John Utter & Ohtaylor Mutual	2.40	120		1789.44	
110	5-1-89	South Boise Irr. Co.	6.00	300		1795.48	
111	5-1-89	Estate of J. J. Gallagher	2.94	147		1798.42	
112	5-1-89	Anna H. Fogarty	.05	2.5		1798.47	
113	5-1-89	Grace C. Hill	.10	1.5		1798.57	
114	5-1-89	Samuel H. Canfield	.03	1.5		1798.60	
115	5-1-89	Sonora Joplin	.06	3		1798.66	
116	5-1-89	Sonora Joplin	1.20	60.5		1799.86	
117	9-1-90	Pioneer Irrigation District	200.00	10000		1999.86	
118	6-1-91	W. H. Conway	2.20	110		2002.06	
119	6-1-91	Thomas Davis	.54	27		2002.60	
120	6-1-91	Middleton Mill Ditch Co. a corp.	17.00	850		2019.60	
121	6-1-91	Thomas Andrews	3.50	175		2023.10	
122	6-1-91	Settlers Canal Co., Ltd.	73.44	3672		2098.54	
123	6-1-91	Thomas Atkins	.80	40		2097.34	
124	5-1-93	Riverside Irr. District, a corp.	80.00	4000		2177.34	
125	6-1-94	R. H. Stockton	1.76	88		2179.10	
126	7-2-94	Farmers Union Ditch Co. a corp.	110.00	5500		2239.10	
127	5-1-95	Charles Reim and Jane Keck	1.00	50		2240.10	
128	7-1-98	Mathew Cassey & Co. a corp.	.66	33		2290.76	
129	7-1-98	Farmers Co-Operative Ditch Co.	83.50	4175		2374.26	
130	10-1-99	Riverside Irr. District, corp.	20.00	1000		2394.26	
131	3-23-00	New York Canal	219.10	10955		2613.36	
132	5-17-00	Canyon Ditch Co. corp.	10.00	500		2623.36	
133	6-1-01	Riverside Irr. District, corp.	70.00	3500		2693.36	
134	10-25-01	Canyon Ditch Co., corp.	5.54	277		2698.90	
135	4-1-04	Pioneer Irrigation Dist.	56.34	2817		2755.24	

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Date of Decree	Name	Thurman Ditch.		Amount Necessary		Amount Necessary	
		Amount Decreed	to fill Decree.	Amount Decreed	to fill Decree.	Amount Decreed	to fill Decree.
		Sec. Ft.	In.	Sec. Ft.	In.	Sec. Ft.	In.
7-6-1-64	O. O. Havard	3.36	165	17.78	2386	28.686	1432.8
10-6-1-65	Allen V. Webster	1.20	60	32.38	4112	42.428	2471.4
11-6-1-65	J. E. Varvan	0.66	33	83.04	4152	42.824	2491.2
30-6-1-68	Martha E. McCarthy	14.10	705	439.66	21963	263.796	13189.6
27-6-1-68	John Goodman						
	Born Goodman	3.70	185	443.56	22162	266.016	13300.8
12-6-1-69	Janet Reed	1.60	80	459.90	22995	279.240	13797.0
53-6-1-72	J. E. Varvan	0.70	35	624.06	31203	371.436	18721.8
56-6-1-72	J. E. Varvan	1.00	50	625.06	31273	375.276	18763.8
52-6-1-76	John Geall	0.04	22	648.10	32405	380.880	19043.0
75-6-1-80	John Geall	2.40	120	998.82	49946	599.112	29955.6
70-10-20-80	Joseph Geall	0.90	45	999.42	49971	599.652	29982.6
83-6-1-82	Allen V. Webster	0.90	45	1027.92	51396	616.752	30837.6
79-6-1-82	Ernie Campbell	0.60	30	1029.52	51426	617.112	30855.6
81-6-1-82	Ernie Campbell	2.60	130	1033.52	51676	620.422	31005.6
84-6-1-83	Ernie Campbell	1.50	75	1037.26	51863	622.356	31117.8
87-6-1-83	Ernie Campbell	0.90	45	1060.36	53018	636.216	31810.8
	total-	36.90	1845				

Note: In Decree No. 81, 40 in. have been transferred from original 170
" " " 20.68 " " " " " " " 143

"Pen" Ditch, (U.S.R.S.).

50-6-1-69	Barber Lumber Co.	2.24	112	578.70	28935	347.880	17361.0
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Berrault Ditch.

30-6-1-66	Joseph Berrault & Richard Johnson	50.00	2500	296.20	14510	174.120	8706.0
66-7-1-77	" " " " "	200.00	10000	Power			
	total-	250.00	12500				

Boise City Canal.

52-6-1-84	Boise City Canal Co., a corp.	33.06	1903	334.36	16718	200.616	10030.8
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Jacobs Canal.

1-6-1-64	Thomas Davis	2.20	110	2.20	110	1.320	66.0
2-6-1-64	Jacobs Canal Co.	20.00	1000	22.70	1110	13.320	666.0
	total-	22.20	1110				

Farmers Union Ditch.

15-6-1-65	Boise Valley Irr. Ditch Co.	54.58	2729	189.10	9455	113.460	5673.0
126-7-3-94	Farmers Union Ditch Co., a corp.	110.00	5500	2289.10	114455	1573.460	68673.0
	total-	164.58	8229				

New Dry Creek Ditch.

72-6-1-73	New Dry Creek Ditch Co., a corp.	71.32	3566	990.26	49513	594.216	29710.8
93-6-1-84	" " " " "	15.22	761	1281.04	64072	768.864	38443.2
97-6-1-88	" " " " "	7.86	393	1354.50	67725	812.700	40635.0
	total-	94.40	4720				

New Union Ditch.

14-6-1-65	New Union Ditch Co. a corp.	13.76	688	134.52	6726	80.712	4035.6
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		(9)				III	
		Willentine Ditch.					
Date	Name	Amount Decried	Amount necessary to fill Decried	Amount necessary to fill 9.5 of Decried			
		Sec. Ft.	In.	Sec. Ft.	In.	Sec. Ft.	In.
88 6-1-87	A.V. Linder	4.00	200	1358.50	67785	815.100	40756.0
90 6-1-88	Edw. Smith	1.30	65	1357.80	67990	815.080	40794.0
100 6-1-89	Charlotte Gainoun	1.40	70	1361.20	68060	816.720	40836.0
101 6-1-89	Ed. F. Linder	1.46	73	1362.66	68133	817.596	40879.5
102 6-1-88	Lizzie Everett	1.20	60	1363.86	68193	818.316	40915.8
103 6-1-88	James Wilson	1.40	70	1365.26	68262	819.156	40957.8
123 6-1-91	Thomas Aikens	0.80	40	8097.34	104867	1258.404	62920.2
	total-	11.56	578				
Middleton Water Co. Ditch. ✓							
65 6-1-77	Middleton Water Co., a corp.	114.08	5704	768.28	38414	460.268	23048.4
Middleton Mill Ditch. ✓							
3 6-1-64	Middleton Mill Ditch Co., a corp.	12.80	640	35.00	1750	21.200	1050.0
40 6-1-68	S.S. Gray	1.40	70	456.50	22825	273.900	13695.0
54 6-1-71	Middleton Mill Ditch Co., a corp.	33.70	1685	623.36	31168	374.900	18700.8
120 6-1-91	" " " "	17.00	850	2019.60	100980	1211.760	60598.0
	total-	64.90	3245				
Pioneer Canal. ✓							
49 6-1-70	State of Idaho, John H. McGrath, Eliza B. Everett, H. M. Stewart, Frank Hart, Mrs. J. McDowell, W. A. Fowler, A. F. Thornton, H. B. Swallow, John F. Nixon, A. C. Prosser, Samuel McDowell, W. Snodgrass, Snyder & McDowell, W. Spielman, T. C. Greenan, Ed. Callbeck, Jacob Fowler, & J. C. Baldwin, through ditch known as the Pioneer Canal.	25.72	1286	576.46	28823	345.876	17293.8
Kennedy Ditch. ✓							
31 6-1-66	William Kennedy	2.60	130	292.50	14640	175.680	8784.0
Canyon County Water Co. Ditch. ✓							
35 6-1-67	Canyon County Water Co., a corp.	75.80	3790	425.56	21278	255.336	12766.8
Conway & Hamming Ditch. ✓							
43 6-1-70	W. J. Hamming	2.60	130	550.74	27537	330.444	16522.2
64 6-1-77	W. H. Conway	0.90	45	654.20	32710	392.520	19626.0
118 6-1-91	W. H. Conway	2.20	110	2002.06	100103	1201.236	60061.8
	total-	5.70	285				
Thomas Aikens Ditch. ✓							
63 6-1-77	Thomas Aikens	5.20	260	653.30	32665	391.980	19599.0
Cattlin & Mace Ditch. ✓							
3 6-1-64	T. C. Cattlin & Polette Mace.	2.86	143	41.16	2058	24.696	1234.8
52 6-1-71	" " "	7.86	393	687.86	29393	352.716	17635.8
	total-	10.72	536				
Hart & Davis Ditch. ✓							
6 6-1-60	T. C. Cattlin	3.30	165	44.46	2223	26.676	1333.8
57 6-1-72	Mary G. Davis	4.40	220	629.86	31493	377.916	18895.8
58 6-1-72	Edward N. Hart	3.30	165	635.16	31658	379.696	18944.8
	total-	11.00	550				

(10)							
Graham & Gilbert Ditch.							
No. of Deeds	Date	Name	Amount Decreed	Amount necessary to fill Deeds	Amount necessary to fill 0.6 of Deeds.		IV
			Sec. Ft.	In.	Sec. Ft.	In.	
12	6-1-85	James L. Graham, Frank R. Graham, William Gilbert.	4.40	220	87.44	4372	52 484 2623.2
Farm Springs Slough Ditch.							
61	6-1-76	Heirs of Edward A. Mary Clark	2.30	115	647.66	32383	588.595 19429.8
80	6-1-82	J. W. Barber	1.60	80	1030.12	51506	648.072 30903.6
82	6-1-82	C. F. Hutchinson	0.44	22	1033.98	51698	620.570 31013.0
83	6-1-82	Johnston	0.44	22	1034.40	51720	620.640 31032.0
84	6-1-82	Andrew H. Joplin	1.36	68	1037.26	51863	622.356 31117.8
85	6-1-82	James L. Graham	2.20	110	1039.46	51973	623.676 31183.8
		Total-	8.34	417			
Joplin Ditch.							
81	6-1-82	Bonora Joplin	0.80	40	1033.52	51676	620.412 31005.6
115	6-1-89	" "	0.06	3	1798.66	89953	1079.196 53959.8
116	6-1-89	" "	1.20	60	1799.86	89993	1079.916 53998.8
		Total-	2.06	103			
Fayllis Canal.							
20	6-1-84	Pioneer Irr. Dist.	53.10	2655	1147.16	57358	688.296 34014.8
117	9-1-90	" " "	200.00	10000	1999.36	99993	1199.916 59995.8
135	4-1-04	" " "	56.54	2817	2798.24	137462	1693.144 82657.2
		Total-	309.64	15472			
Bureka Water Co. Canal.							
15	6-1-65	Bureka Water Co., a corp.	33.32	1666	120.76	6038	72.456 3622.8
Caldwell Ditch.							
34	7-3-66	Franklin Ditch Co.	15.40	770	349.76	17488	209.856 10492.8
46	6-1-89	Mason Creek "	37.20	1860	544.60	27232	326.784 16339.2
77	10-29-80	Franklin " "	27.60	1380	1027.02	51351	616.212 30810.6
		Total-	80.20	4010			
Riverside Canal.							
88	6-1-83	W. A. Black	12.00	600	1072.36	53618	642.416 32170.8
91	6-1-84	Riverside Irr. Dist.	20.00	1000	1167.16	58358	740.296 35014.8
95	1-23-87	W. O. Young, Liasie Young & Matella Young.	4.00	200	1298.84	64942	779.304 38965.2
124	5-1-93	Riverside Irr. Dist.	50.00	2500	2177.34	108887	1306.404 65300.2
130	10-1-98	" " "	20.00	1000	2394.26	119713	1436.556 71527.8
133	6-1-01	" " "	70.00	3500	2693.36	134668	1616.016 80800.8
		Total-	206.00	10300			
Keller Canal (Pioneer-Dixie).							
8	9-1-64	Pioneer-Dixie Ditch Co., a corp.	20.00	1000	67.76	3386	40.656 2032.8
45	6-1-69	" " " "	35.44	1772	907.44	25372	304.464 15223.2
96	10-1-87	Amer. Ditch Assn. (Trans. by contract)	6.20	310	1346.64	67332	807.984 40399.8
		Total-	61.64	3082			
American Ditch Ass'n Ditch.							
96	10-1-87	Amer. Ditch Assn.	47.80	2390	1346.64	67332	807.984 40399.8
Note: Sold to Canyon Ditch Co. 605 in. Trans. by Contract to Keller Canal 310 " Trans. by Contract to Bureka & Co. Canal.... 1476 " Total- 2396 inches, entire deeds.							

		(11)		Eureka & 2 Canal. ✓		V	
No. of Date.	Name.	Amount Decreed	Amount necessary to fill Decree.	Amount necessary to fill Decree.	Amount necessary to fill Decree.	Amount necessary to fill Decree.	Amount necessary to fill Decree.
Decree		Sec. Ft.	In.	Sec. Ft.	In.	Sec. Ft.	In.
89 11-9-84	Eureka Ditch Co. 1/2	21.70	1085	1094.06	54703	656.436	32821.6
96 10-1-87	Amor. Ditch Assn. (Trans. by contract)	29.50	1475	1346.64	67332	807.984	40399.2
	total-	51.20	2560				
Center Point, (Upper), Ditch. ✓							
24 6-1-65	C. F. Cooper	3.20	180	217.68	10884	130.608	6520.4
24 6-1-65	A. D. Royland	2.40	120	220.08	11004	132.048	6602.4
24 6-1-65	Draper & Wells	3.94	197	224.02	11201	134.412	6720.6
26 6-1-65	Thomas J. Palmer	1.60	80	225.62	11281	135.372	6768.6
27 6-1-65	Noun W. Palmer	1.58	79	227.20	11360	136.320	6756.0
	total-	12.72	636				
Center Point, (Lower), Ditch. ✓							
19 6-1-65	Martina Bowman	2.88	144	201.98	10099	121.188	6059.4
20 6-1-65	Rich Bowman	6.80	320	208.38	10419	125.028	6251.4
21 6-1-65	G. W. Goss	2.90	145	211.28	10564	126.768	6338.4
22 6-1-65	Robert McGuire	3.20	160	214.48	10724	128.688	6434.4
33 6-1-68	T. L. Johnson	3.20	160	446.56	22328	267.936	13396.8
43 6-1-69	Frederick Gao	3.60	180	463.50	23175	278.100	13905.0
73 6-1-79	D. Mumford	4.00	200	994.36	49718	596.616	29830.8
	total-	26.18	1309				
Mammon Ditch. ✓							
41 6-1-69	John Mammon	1.80	90	458.30	22915	274.980	13749.0
68 6-1-78	"	4.20	210	942.48	47124	565.488	28274.4
69 6-1-78	Julia Mammon	3.36	168	945.84	47292	567.504	28375.2
78 6-1-78	Chas. Allen	8.80	440	954.64	47732	572.784	28639.2
	total-	18.16	908				
Hass Canal. ✓							
10 6-1-68	C. B. Ross, C. H. Allen, Edgar Dillioy, & W. H. Ross.	8.54	427	455.10	22755	273.060	13653.0
Sobres Canal, (Farmers Co-op). ✓							
60 6-1-75	Laramie Co-op Ditch Co., a corp.	10.00	500	645.36	32268	387.216	19360.8
86 6-1-83	" " " " " "	20.00	1000	1059.46	52973	635.676	31783.6
105 7-1-88	" " " " " "	50.00	2500	1416.16	70808	849.696	42484.8
129 7-1-96	" " " " " "	83.50	4175	2374.26	118713	1424.556	71227.8
	total-	163.50	8175				
Canyon Ditch. ✓							
96 10-1-87	Amor. Ditch Assn. (Bought of A.D.A.)	12.10	605	1346.64	67332	807.984	40399.2
132 5-17-00	Canyon Ditch Co.	10.00	500	2623.36	131168	1574.016	78700.8
134 10-25-01	" " " " " "	5.54	277	2697.90	134845	1619.340	80967.0
	total-	27.64	1382				
Siedenberg Canal. ✓							
9 6-1-65	Siedenberg Co-op Ditch Co., a corp.	15.42	671	81.18	4059	48.708	2435.4

(12)

VI

No. of Data Dagzen.	Name	Andrews Mithon. ✓		Amount Decreed		Amount necessary to fill Decree.		Amount necessary to fill O.G. of Decree.	
		Msc. Ft.	In.	Msc. Ft.	In.	Msc. Ft.	In.	Msc. Ft.	In.
4 6-1-6	Thomas Andrews	3.30	165	38.30	1915	22.980	1149.0		
28 6-1-6	U. N. Tucker	7.00	350	234.20	11710	140.520	7026.0		
29 6-1-6	Thomas Andrews	6.00	300	240.20	12010	144.120	7206.0		
44 6-1-6	Peter Barnett	8.50	425	472.00	23600	283.200	14160.0		
47 6-1-6	T. J. Boone	3.50	175	548.14	27407	328.884	16444.2		
51 6-1-7	Thomas Andrews	1.30	65	580.00	29000	348.000	17400.0		
59 6-1-7	T. J. Boone	2.20	110	635.30	31760	351.216	17560.8		
104 6-1-8	Thomas Andrews	0.90	45	1368.16	68408	819.696	40984.8		
121 6-1-9	"	3.50	175	2023.10	101155	1213.860	60693.0		
	total-	36.20	1810						
Stockton Mithon. ✓									
71 6-1-7	N. H. Stockton	8.40	420	950.04	47502	575.024	28771.2		
74 6-1-8	Smith Stockton	1.75	88	996.12	49806	597.672	29883.6		
125 6-1-9	N. H. Stockton	1.76	88	2179.10	108955	1307.460	65373.0		
	total-	7.92	396						

List of all canals on the Boise River, arranged in order of priority of right, and with each canal carrying their full degree of water.

Name of Canal.	Amount necessary to fill degree.		Amount necessary to fill B. & C of Degree.	
	Sq. Ft.	In.	Sq. Ft.	In.
1. Jacobs Canal,	22.20	1110	1.320	66.0
2. Glendonburg Canal,	31.12	4059	43.708	2435.4
3. Graham & Gilbert Ditch,	37.40	4372	52.464	2622.2
4. Burke & Brier Co. Canal,	120.76	6038	72.456	3622.8
5. New Union Ditch,	134.52	6726	80.712	4035.6
6. Riden & Bond Ditch,	192.10	9605	115.460	5772.0
7. Carter Point (Upper) "	227.20	11360	136.320	6756.0
8. Permain Ditch,	290.20	14510	174.120	8706.0
9. Kennedy Ditch,	292.80	14640	175.680	8784.0
10. Manville-Leonard Ditch,	296.30	14815	177.780	8889.0
11. Boise City Canal,	334.36	16718	200.616	10030.8
12. Canyon Co. Canal,	428.56	21278	255.336	12766.8
13. Bone Canal,	495.10	24755	273.080	13653.0
14. Pioneer Canal,	576.46	28823	345.876	17292.8
15. "Pan" Ditch,	578.70	28935	347.220	17361.0
16. Catlin & Hagg Ditch,	587.66	29393	352.716	17635.8
17. Reeves Ditch,	582.66	29283	353.796	17689.8
18. Hart & Davis Ditch,	633.16	31658	372.896	18694.8
19. Thomas Ditch,	653.30	32665	391.980	19599.0
20. Midg. Water Co. "	768.28	38414	460.968	23048.4
21. Hammon Ditch,	954.64	47732	572.784	28639.2
22. Carter Point (Lower) "	924.36	46218	596.616	29830.8
23. Caldwell Ditch,	1027.02	51351	616.212	30810.6
24. Warm Springs Blough "	1039.46	51973	623.676	31181.8
25. Thurman Ditch,	1060.36	53018	636.216	31810.8
26. Davis Canal,	1298.84	64942	776.904	38865.2
27. Keller Canal,	1346.60	67332	807.584	40399.2
28. Burke #2 Canal,	1346.60	67332	807.584	40399.2
29. New Dry Creek Ditch,	1354.50	67725	812.700	40635.0
30. Nampa-Murrian "	1787.00	89350	1072.200	53610.0
31. Rupp Canal,	1798.60	89930	1079.160	53956.0
32. Jonkin Ditch,	1799.36	89993	1079.916	53995.8
33. Conway & Manning "	2002.06	100103	1201.236	60061.8
34. Little Davis Ditch,	2002.80	100130	1201.560	60078.0
35. Midg. Mill Ditch,	2019.60	100980	1211.760	60588.0
36. Andrews Ditch,	2023.10	101155	1213.860	60693.0
37. Settlers Canal,	2096.54	104827	1257.924	62896.2
38. Ballantine Ditch,	2097.34	104867	1258.404	62920.2
39. Stockton "	2179.10	108995	1307.460	65373.0
40. Farmers Union "	2289.10	114455	1373.460	68673.0
41. Rein & Leon "	2290.10	114505	1374.060	68705.0
42. Schree Canal,	2374.26	118713	1424.556	71227.8
43. New York "	2613.36	130668	1568.016	78400.8
44. Riverside "	2693.36	134668	1616.016	80800.8
45. Canyon Ditch,	2698.90	134945	1619.340	80967.0
46. Phyllis Canal,	2755.24	137762	1653.144	82557.2

[illegible][illegible]

Twilight Canal:	115.61
Wright Water Co. Canal:	42.61
Wardwell Ditch:	18.61
Canyon Co. Water Co. Canal:	2.91
Riverside Canal:	2.91
Seelye Canal:	2.91
Canyon Ditch:	18.61
Steenhagen Canal:	2.91
Andrews Ditch:	18.61
Stockton Ditch:	18.61
Heller Ditch:	2.91
Center Point (Upper) Ditch:	2.91
Burke # 2 Canal:	2.91
Center Point (Lower) Ditch:	18.61
Hannon Ditch:	18.61
Hays Canal:	18.61
Middleton Water Co. Canal:	18.61
Wright Mill River:	18.61
	2228.05
Total:	2569.10

Approved by
J. H. Swick
Water Commission

[Handwritten signature]
Capt. W. H. L. ...
... ..

FIVE MILE--MASON CREEK--HIGHLINE

May 9, 1938

Years ago when Pioneer Irrigation District took over the Mason Creek Ditch Company and Franklin Ditch Company it enlarged the ditch those companies had been using and called it the Calowell Highline. In return for rights-of-way of Franklin Ditch Company and Mason Creek Ditch Company, P.I.D. agreed to carry their decreed water from the river through the Highline ditch which P.I.D. had enlarged and make no assessments against the lands of those two ditch companies. Turner thinks there is a contract covering this. The Highline probably had no water until P.I.D. made this trade with the Franklin and Mason Creek Companies.

The Highline picks up Five Mile Drain water at a point about one mile South and East of the Franklin school, and picks up the Mason Creek Drain water at a point approximately two miles West of where the Five Mile water is picked up. P.I.D.'s contract with Canyon Hill Irrigation District covers this Mason Creek pickup.

Pioneer dries Five Mile Drain, dumps water into the Highline, and when there isn't sufficient water below for the Franklin and Mason Creek rights P.I.D. diverts over its canal sufficient water to supply the shortage.

These Franklin and Mason Creek rights comprise about 750 to 800 acres.

Mason Creek Ditch Company picks up the water diverted over the Highline at a point about $1\frac{1}{2}$ miles below the point where Highline crosses Five Mile Drain.

The Mason Creek Company and Mrs. J. P. Wells use the same diversion structure.

As to Highline water, P.I.D. has nothing decreed in its name. Its Highline water is decreed as follows:

To Franklin Ditch Company (Rights Nos. 34 and 77).

To Mason Creek Ditch Company (Right No. 46).

Franklin Ditch Co.

To

Idaho & Oregon Land Imp. Co.

This agreement made this second day of October A. D. 1883, by and between the Franklin Ditch Company a corporation, organized under the laws of Idaho Territory the party of the first part and the Idaho & Oregon Land Improvement Company, a corporation organized under the laws of the State of Colorado, the party of the second part,

Witnesseth: Whereas the party of the first part is the claimant of and in possession of a certain Water Right and irrigating ditch taking water out of Boise River or its Sloughs, on the south side of the River, on the farm of William Frost, about Seven or Eight miles above the town of Middleton in Ada County, Idaho Territory by means of a ditch and through the sloughs of said River for the irrigation of the lands of the Shareholders of said company: and whereas said party of the second part desires to acquire said Water right and ditch and to enlarge and extend the same for the irrigation of lands below those now covered by it.

Now, therefore, said party of the first part acting by and through its board of Trustees, for and in consideration of the conveyance of thirteen hundred and fifty inches of Water by said party of the second part, to said party of the first part; or to such persons being its shareholders, as it may designate, in such several shares as it may designate, covenants and agrees to convey to said party of the second part all its said Water Right and ditches at any time on or before the first day of May 1884, upon the performance by said party of the second part, of its covenants and agreements as herein after contained and the execution and delivery of the deeds as hereinafter mentioned.

EXHIBIT "A"

Attachment B
No. 63-00167A

PID000105

It is understood and agreed that said conveyance or conveyances shall be sufficient to vest the first thirteen hundred and fifty inches of water carried by said ditch and to convey the same, appurtenant to said lands in such severall interests as may be designated by the party of the first part, free and clear of all expenses costs and charges for the construction, repair, and maintenance of said ditch forever. That said ditch/^{water}shall only be appurtenant to and shall only be used upon the lands now owned, entered, occupied or claimed by the shareholders of the party of the first part, but may be taken at any time or place by said shareholders, their successors or assigns for that purpose, but when not desired for that purpose, shall not be taken from said ditch.

The party of the second part is to have the necessary right of way for said ditch over the lands of the shareholders of the party of the first part, without charge therefor.

The party of the second part is to have immediate possession of the premises, but if this agreement is not duly executed and delivered by the party of the second part, on or before the first day of November next, such possession shall be surrendered and all work and improvements forfeited.

The Expense of all conveyances shall be borne equally by the parties hereto.

Time is the essence of this agreement and if said party of the second part shall fail or omit to enlarge said ditch or to convey said water as aforesaid, on or before said first day of May next, or shall be unable on said day to furnish and supply said thirteen hundred and fifty inches of water on said day or when required thereafter, there and in that case the party of the first part shall be released from all obligations to make its said conveyance and the said party of the second part shall forfeit

And in consideration of the foregoing agreement said party of the second part, acting by and through its corporate officers thereunto duly authorized by its Board of Trustees, Covenants and agrees to and with said party of the first part that it will, before the first day of May next, enlarge said ditch from the point where the water is taken from Boise River to where the line of the ditch crosses what is known as Mason Creek, and will on or before said day convey by good and sufficient deed of conveyance, to the said party of the first part, or at the option of the said party of the first part, to such persons as the party of the first part may designate, they being shareholders of the party of the first part, and as appurtenant to the lands now owned, entered occupied or claimed by the said shareholders, one thousand three hundred and fifty (1350) Statutory inches of Water, to be taken by the party of the first part, or its said shareholders or their grantees from the ditch of the party of the second part, or from any slough along the line of said ditch, at such point or points, as said party of the first part or said shareholders, or their grantees, may from time to time prefer, and said party of the second part further covenants and agrees, to leave at all times at least three hundred and fifty (350) inches of water in what is known as the outside or South Slough, into which the ditch of the party of the first part now empties near the Bluff, and not less than Eight hundred (800) inches of water in what is known as the Back Slough that leaves the main slough about twenty feet above the head gate of the party of the first part, said slough water being for the use of said shareholders and their grantees, over and above thirteen hundred and fifty inches to be taken from the ditch as aforesaid. Said party of the second part further agrees to bridge all public roads crossed by said ditch and to bridge at least three private roads or trails, sufficient to cross cattle and stock at points to be designated by the party of the first part.

all rights under this agreement and all work and improvements on said premises and all claim thereto shall upon demand quit and surrender the premises to the party of the first part or its assigns.

In Witness Whereof, said party of the first part has by resolution of its board of Trustees, caused this agreement to be signed by its Trustees and sealed with their private seals said company having no corporate seal, and said party of the second part has by resolution of its Board of Trustees caused this agreement to be subscribed by its President and Secretary and its corporate seal to be hereunto affixed.

In Duplicate

Thomas Wheatley (Seal)

G. W. Wootan (Seal)

his
Robert I White (Seal)
mark

Trustees Franklin Ditch Company
A. Caldwell, Pres. I & O.L.I.Co.

Attest (Seal)

H. C. Wallace, Secretary

Territory of Idaho)
County of Ada) ss

On this 2nd day of October A. D. 1883, personally appeared, before me H. R. Jenkins, a Justice of the Peace, in and for said Ada County, Thomas Wheatley, G. W. Wootan and Robert White, whose names are subscribed to the annexed instrument as parties thereto, personally known to me to be the same persons described in and who executed the said annexed instrument as parties thereto, who each of them acknowledged to me that they each of them respectively, executed the same freely and voluntarily and for the uses and purposes therein mentioned.

FIVE MILE--MASON CREEK--HIGHLINE

May 9, 1938

Years ago when Pioneer Irrigation District took over the Mason Creek Ditch Company and Franklin Ditch Company it enlarged the ditch those companies had been using and called it the Caldwell Highline. In return for rights-of-way of Franklin Ditch Company and Mason Creek Ditch Company, P.I.D. agreed to carry their decreed water from the river through the Highline ditch which P.I.D. had enlarged and make no assessments against the lands of those two ditch companies. Turner thinks there is a contract covering this. The Highline probably had no water until P.I.D. made this trade with the Franklin and Mason Creek Companies.

The Highline picks up Five Mile Drain water at a point about one mile South and East of the Franklin school, and picks up the Mason Creek Drain water at a point approximately two miles West of where the Five Mile water is picked up. P.I.D.'s contract with Canyon Hill Irrigation District covers this Mason Creek pickup.

Pioneer dries Five Mile Drain, dumps water into the Highline, and when there isn't sufficient water below for the Franklin and Mason Creek rights P.I.D. diverts over its canal sufficient water to supply the shortage.

These Franklin and Mason Creek rights comprise about 750 to 800 acres.

Mason Creek Ditch Company picks up the water diverted over the Highline at a point about $1\frac{1}{2}$ miles below the point where Highline crosses Five Mile Drain.

The Mason Creek Company and Mrs. J. P. Wells use the same diversion structure.

As to Highline water, P.I.D. has nothing decreed in its name. Its Highline water is decreed as follows:

To Franklin Ditch Company (Rights Nos. 34 and 77).

To Mason Creek Ditch Company (Right No. 46).

Franklin
Ditch Co
to
S+O LBC

This Indenture, Made The 24th day of June in the year of our Lord one Thousand Eight Hundred and Eighty four Between, Franklin Ditch Company, a Corporation, by its board of Trustees duly authorized by a resolution of its stockholders the party of the first part and The Idaho and Oregon Land Improvement Company, a corporation the party of the second part; Witnesseth, That the said party of the first part for and in consideration of the sum of Five Thousand (\$5000.) Dollars Lawful money of the United States of America to it in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged has granted bargained and sold and by these presents does grant, bargain, sell, convey and confirm unto the said party of the second part and to its successors and assigns forever all the following described property situated in the County of Ada Territory of Idaho, to wit: all of the Water Rights, Sloughs and ditches known as the Franklin Ditch property, or owned or claimed to be owned by the Franklin Ditch Company. Said Sloughs and ditches have their sources on the south side of Boise River on the farm of William Frost about seven miles above the town of Middleton Ada County, Idaho Territory.

Together with all and singular the Tenements, hereditaments and appurtenances thereto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and also all estate, right, title interest, property, possession, claim and demand whatsoever, as well in law as in Equity of the said party of the first part, of, in or to the said premises, and every part and parcel thereof with the appurtenances.

To Have and to Hold, all and singular, The said premises, Together with the appurtenances, unto the party of the second part and to its successors and assigns forever. And the said party of the first part and its successors The said premises, in the quiet and peaceable possession of the said party of the second part, its successors and assigns, against the said party of the first part and its successors against all and every persons and persons Whosoever lawfully claiming or to claim The same shall and will Warrant.

and by these presents forever defend.

In Witness whereof the said party of the first part has hereunto set its hand and seal the day of the year first above written.

Signed Sealed and
Delivered in the
presence of ---

The Franklin Ditch Company
By Thomas Wheatley
G W Ford
Michael Potts
Trustees



Territory of Idaho
County of Ada

On this 26th day of June 1884, personally appeared before me J J Danilson, a Notary Public in and for the said County of Ada Thomas Wheatley, G W Ford Michael Potts, Trustees of the Franklin Ditch Company known to me to be the persons described in and who executed the foregoing instrument, and who acknowledged to me that they executed the same freely and voluntarily and as a free and voluntary act of the said Corporation and for the uses and purposes therein mentioned.

In Witness whereof, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.

J J Danilson
Notary Public

Recorded at the request of R E Strahorn June 30th 1884 at 9 o'clock A.M.

B S Prickett
Recorder

C. Q. R.
Leds
Book 2
Page 370



do O L D L.
to
Franklin
Ditch Co

This Indenture, Made the 25th day of June in the year of our Lord one thousand eight hundred and eighty four, between The Idaho and Oregon Land Improvement Company of Ada County, Idaho Territory, the party of the first part, and The Franklin Ditch Company of Ada County, Idaho Territory, the party of the second part, Witnesseth: That the said party of the first part, for and in consideration of the sum of Five Thousand (\$5000) Dollars, lawful money of the United States of America, to it in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, does by these presents grant, bargain, sell, remise, convey and confirm unto the said party of the second part, and to -- heirs and assigns all of the property situate in the County of Ada and Territory of Idaho and described as follows, to wit: The first Thirteen Hundred and Fifty (1350) inches of Water of The Main Caldwell Canal said Water to be appurtenant to, and used only on the lands owned or claimed by Thos Wheatley, Joseph Howard, Adam Schindler, Charles E. Carter, A. L. Ball, J. H. Ford, D. P. Dodd, A. J. Ragan, Robert White, Charles Abaddon, John Thomas, Hamilton Davis, George W. Weston, L. J. Cook, Michael Otto, & 26 job on October 2nd 1883, said Water to be furnished at such points East of Mason Creek as said Franklin Ditch Company may designate. Together with all and singular the Tenements, Hereditaments and appurtenances thereunto belonging or in anywise appertaining and the reversion and reversions and remainder and remainders, rents, issues, and profits thereof.

To Have and to Hold, all and singular the said premises, together with the appurtenances unto the said party of the second part and to its heirs and assigns forever.

And the said party of the first part for itself, assigns or representatives does hereby covenant and agree to and with the said party of the second part, its heirs, Executors, Administrators and assigns, that it has not done, committed, executed or suffered any act or acts, thing or things whatsoever whereby or by means whereof the said premises or any part thereof now or at any time hereafter, shall or may be charged or incumbered in any manner or way whatever.

And the said party of the first part hereby agrees to and with the said party of the second part, that as against all acts done, performed or suffered by the said party of the first part, the said party of the second part will Harriant and forever defend.

In witness whereof, The party of The

first part has caused these presents to be subscribed by its Attorney in fact thereunto duly authorized and its corporate name and seal affixed the day and year first above written.

Witness, } The Idaho & Oregon Land Improvement Company
H. C. Wallace } By Robt E. Strahorn
Attorney in fact

Territory of Idaho } ss
County of Ada }

On this 25th day of June A. D. 1884 before me a Notary Public, in and for said County and Territory personally appeared Robert E. Strahorn known to me to be the Attorney in fact of said Idaho and Oregon Land Improvement Company and who acknowledged to me that the said Corporation executed the foregoing instrument as its free act and deed, and for the purposes therein mentioned.

In Witness Whereof, I have hereunto set my hand and official seal, the day and year above written.

J. T. Samilson
Notary Public



O.C.R.
Deeds
Book 2
Page 507

Recorded at the request of Thos Wheatley Dec 4th 1884
at 30 min past 9 o'clock A.M.

B. S. Prickett
Recorder

Franklin Ditch Co.

To

Idaho & Oregon Land Imp. Co.

This agreement made this second day of October A. D. 1883, by and between the Franklin Ditch Company a corporation, organized under the laws of Idaho Territory the party of the first part and the Idaho & Oregon Land Improvement Company, a corporation organized under the laws of the State of Colorado, the party of the second part,

Witnesseth: Whereas the party of the first part is the claimant of and in possession of a certain Water Right and irrigating ditch taking water out of Boise River or its Sloughs, on the south side of the River, on the farm of William Frost, about Seven or Eight miles above the town of Middleton in Ada County, Idaho Territory by means of a ditch and through the sloughs of said River for the irrigation of the lands of the Shareholders of said Company; and whereas said party of the second part desires to acquire said Water right and ditch and to enlarge and extend the same for the irrigation of lands below those now covered by it.

Now, therefore, said party of the first part acting by and through its board of Trustees, for and in consideration of the conveyance of thirteen hundred and fifty inches of Water by said party of the second part, to said party of the first part, or to such persons being its shareholders, as it may designate, in such several shares as it may designate, covenants and agrees to convey to said party of the second part all its said Water Right and ditches at any time on or before the first day of May 1884, upon the performance by said party of the second part, of its covenants and agreements as herein after contained and the execution and delivery of the deeds as hereinafter mentioned.

And in consideration of the foregoing agreement said party of the second part, acting by and through its corporate officers thereunto duly authorized by its Board of Trustees, Covenants and agrees to and with said party of the first part that it will, before the first day of May next, enlarge said ditch from the point where the water is taken from Boise River to where the line of the ditch crosses what is known as Mason Creek, and will on or before said day convey by good and sufficient deed of conveyance, to the said party of the first part, or at the option of the said party of the first part, to such persons as the party of the first part may designate, they being shareholders of the party of the first part, and as appurtenant to the lands now owned, entered occupied or claimed by the said shareholders, one thousand three hundred and fifty (1350) Statutory inches of water, to be taken by the party of the first part, or its said shareholders or their grantees from the ditch of the party of the second part, or from any slough along the line of said ditch, at such point or points, as said party of the first part or said shareholders, or their grantees, may from time to time prefer, and said party of the second part further covenants and agrees, to leave at all times at least three hundred and fifty (350) inches of water in what is known as the outside or South Slough, into which the ditch of the party of the first part now empties near the Bluff, and not less than Eight hundred (800) inches of water in what is known as the Back Slough that leaves the main slough about twenty feet above the head gate of the party of the first part, said slough water being for the use of said shareholders and their grantees, over and above the thirteen hundred and fifty inches to be taken from the ditch as aforesaid. Said party of the second part further

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agrees to bridge all public roads crossed by said ditch and to bridge at least three private roads or trails, sufficient to cross cattle and stock at points to be designated by the party of the first part.

It is understood and agreed that said conveyance or conveyances shall be sufficient to vest the first thirteen hundred and fifty inches of water carried by said ditch and to convey the same, appurtenant to said lands in such several interests as may be designated by the party of the first part, free and clear of all expenses costs and charges for the construction, repair, and maintenance of said ditch forever. That said ditch water shall only be appurtenant to and shall only be used upon the lands now owned, entered, occupied or claimed by the shareholders of the party of the first part, but may be taken at any time or place by said shareholders, their successors or assigns for that purpose, but when not desired for that purpose, shall not be taken from said ditch.

The party of the second part is to have the necessary right of way for said ditch over the lands of the shareholders of the party of the first part, without charge therefor.

The party of the second part is to have immediate possession of the premises, but if this agreement is not duly executed and delivered by the party of the second part, on or before the first day of November next, such possession shall be surrendered and all work and improvements forfeited.

The Expense of all conveyances shall be borne equally by the parties hereto.

Time is the essence of this agreement and if said party of the second part shall fail or omit to enlarge said ditch or to convey said water as aforesaid, on or before said first day of May next, or shall be unable on said day to furnish and supply

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said thirteen hundred and fifty inches of water on said day or when required thereafter, there and in that case the party of the first part shall be released from all obligations to make its said conveyance and the said party of the second part shall forfeit all rights under this agreement and all work and improvements on said premises and all claim thereto shall upon demand quit and surrender the premises to the party of the first part or its assigns.

In Witness Whereof, said party of the first part has by resolution of its board of Trustees caused this agreement to be signed by its Trustees and sealed with their private seals said company having no corporate seal, and said party of the second part has by resolution of its Board of Trustees caused this agreement to be subscribed by its President and Secretary and its corporate seal to be hereunto affixed.

In Duplicate

Thomas Wheatley (Seal)

G. W. Wootan (Seal)

his
Robert X White (Seal)
mark

Trustees Franklin Ditch Company

A. Caldwell,
Pres. I & O. L. I. Co.

Attest (Seal)

H. C. Wallace, Secretary

Territory of Idaho }
County of Ada } ss

On this 2nd day of October A. D. 1883, personally appeared, before me M. R. Jenkins, a Justice of the Peace, in and for said Ada County, Thomas Wheatley, G. W. Wootan and Robert White, whose names are subscribed to the annexed instrument as parties thereto, personally known to me to be the same persons described in and who executed the said annexed instrument as parties thereto, who each of them acknowledged to me that they each of them respectively, executed the same freely

and voluntarily and for the uses and purposes therein mentioned.

In Witness Whereof, I have hereunto set my hand and affixed my seal the day and year in this certificate first above written.

M. R. Jenkins

Justice of the Peace

Territory of Idaho }
County of Alturas } ss

On the 27th day of October one thousand eight hundred and eighty three, personally appeared before me, C. B. Fox a Notary Public in and for the County of Alturas, A. Caldwell, President and H. O. Wallace, Secretary of the Idaho & Oregon Land Improvement Company, a corporation and whose names --- subscribed to the annexed instrument as parties thereto personally known to me to be the same persons described in and who executed the said annexed instrument as parties thereto as President and Secretary of said Company, who duly acknowledged to me that they executed the same freely and voluntarily and for the purposes and uses therein mentioned.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(SEAL)

C. B. Fox

Notary Public.

and B

P296 Recorded at the request of Thomas Wheatley Dec. 3rd 1883 at 10 o'clock A. M.

pared

axed

B. S. Prickett.

Recorder

Found on 11-23-1988
Recorded in Ada County
in their Contract Books

Marty Glavin
Also Recorded in Canyon County
Book #1

Bonds + Agreements

Page 50

MASON 36.2 CFS $46\% = 231.84$
 FRANKLIN 43.0 CFS $54\% = 272.00$
 TOTAL $\rightarrow 79.2$ CFS
 High Line
 Water

MASON 63-0179 Water resource #
 Creek Ditch Co. Decreed right

MASON Creek Ditch Co. Acres = 1860
 FRANKLIN Ditch Co. Acres = 2500

(Ealwell) } 11,917 Acres
 (Hi Line) }

1987
 Pioneer Irr. Dist. Billed MASON Creek Ditch Co
 \$383.04 which is 76% of the
 Total Billing ^{of \$504.72} From the River Master (Lee Sisco)
 For the ^(Ealwell) Hi Line Ditch, which has a
 Total of 79.2 CFS, that consist totally
 of MASON Creek 36.2 CFS (46%) &
 FRANKLIN 43.0 CFS (54%)

Pioneer Irr Dist Formula

Phylliss	3907.44	} River Masters Fee For 1987
Hi Line	564.72	
	<u>\$4012.16</u>	
	09547	
	<u>383.04</u>	

MASON Creek Ditch Co is
 in question if this should
 be Billed ~~to~~ All to them
 or split with FRANKLIN

May 29, 1949

STATEMENT BY TURNER AND WELSH

Franklin Ditch Company contract

Agreement between that company and Idaho and Oregon Land Improvement Company, dated October 2, 1883, covers 1350 inches of water, but Turner thinks there are now 2150 inches involved.

In the Stewart decree the Franklin Ditch Company has the following rights:

Right No. 34, 6/1/66 770 inches
Right No. 77, 10/29/80 1380 inches.

We should investigate as to how the water above the 1350 inches was taken over by P. I. D.

The majority of Franklin water is all taken out of Highline canal north of Franklin road. Nine points of diversion above Franklin road to the headgate and six below.

John says Franklin rights are cut the same as other rights except that when the latest Franklin right would be entitled to be cut entirely off P.I.D. continues to deliver to Franklin the same percentage as to its other users. This has been the practice for a number of years. But he is not sure P.I.D. would be required to do that under its Franklin contract.

Welsh says there is a possibility that when this agreement was made the Franklin water was the only water in the ditch and the only water referred to.

At the time P.I.D. transferred right No. 90 from Highline to Phyllis there was a hearing before the State Engineer. Phyllis represented Highline users and Welsh thinks there is considerable testimony in that file as to these rights. Right No. 90 was decreed to P.I.D. for Highline canal and that right was later than the date of this contract and had a priority of 1884.

Franklin Ditch Co.

To

Idaho & Oregon Land Imp Co.

This agreement made this second day of October A.D.

1883, by and between the Franklin Ditch Company, a corporation, organized under the laws of Idaho Territory the party of the first part and the Idaho & Oregon Land Improvement Company, a corporation organized under the laws of the State of Colorado, the party of the second part,

WITNESSETH: Whereas the party of the first part is the claimant of and in possession of a certain Water Right and irrigating ditch taking water out of Boise River or its sloughs on the south side of the River, on the farm of William Frost, about Seven or Eight miles above the town of Middleton in Ada County, Idaho Territory by means of a ditch and through the sloughs of said River for the irrigation of the lands of the Shareholders of said Company; and whereas said party of the second part desires to acquire said water right and ditch and to enlarge and extend the same for the irrigation of lands below those now covered by it.

Now therefore, said party of the first part acting by and through its Board of Trustees, for and in consideration of the conveyance of thirteen hundred and fifty inches of water by said party of the second part, to said party of the first part, or to such persons being its shareholders, as it may designate, in such several shares as it may designate, covenants and agrees to convey to said party of the second part all its said Water Right and ditches at any time on or before the first day of May, 1884, upon the performance by said second party, of its covenants and agreements as herein after contained and the execution and delivery of the deeds as hereinafter mentioned.

And in consideration of the foregoing agreement said party of the second part, acting by and through its corporate officers thereunto duly authorized by its Board of Trustees, Covenants and agrees to and with said party of the first part that it will, before the first day of May next, enlarge said ditch from the point where the water is taken from Boise River to where the line of the ditch crosses what is known as Mason Creek, and will on or before said day convey by good and sufficient deed of conveyance, to the said party of the first part, or at the option of the said party of the first part, to such persons as the party of the first part may designate, they being shareholders of the party of the first part, and as appurtenant to the lands now owned, entered occupied or claimed by the said shareholders, one thousand three hundred and fifty (1350) Statutory inches of water to be taken by the party of the first part, or its said shareholders or their grantees from the ditch of the party of the second part, or from any slough along the line of said ditch, at such point or points, as said party of the first part or said shareholders, or their grantees, may from time to time prefer, and said party of the second part further covenants and agrees to leave at all times at least three hundred and fifty (350) inches of water in what is known as the outside or South Slough, into which the ditch of the party of the first part now empties near the Bluff, and not less than Eight Hundred (800) inches of water in what is known as the Back Slough that leaves the main slough about twenty feet above the head gate of the party of the first part, said slough water being for the use of said shareholders and their grantees, over and above the thirteen hundred and fifty inches to be taken from the ditch as aforesaid. Said party of the second part further agrees to bridge all public roads crossed by said ditch and to bridge at least three private roads or trails, sufficient to cross cattle and stock at points to be designated by the party of the first part.

It is understood and agreed that said conveyance or conveyances shall be sufficient to vest the first thirteen hundred and fifty inches of water carried by said ditch and to convey the same, appurtenant to said lands in such several interests as may be designated by the party of the first part, free and clear of all expenses, costs and charges, for the construction, repair, and maintenance of said ditch forever. That said ditch water shall only be appurtenant to and shall only be used upon the lands now owned, entered, occupied or claimed by the shareholders of the party of the first part, but may be taken at any time or place by said shareholders, their successors or assigns for that purpose, but when not desired for that purpose shall not be taken from said ditch.

The party of the second part is to have the necessary right of way for said ditch over the lands of the shareholders of the party of the first part, without charge therefor.

The party of the second part is to have immediate possession of the premises, but if this agreement is not duly executed and delivered by the party of the second part, on or before the first day of November next, such possession shall be surrendered and all work and improvements forfeited.

The expense of all conveyances shall be borne equally by the parties hereto.

Time is the essence of this agreement and if said party of the second part shall fail or omit to enlarge said ditch or convey said water as aforesaid, on or before said first day of May next, or shall be unable on said day to furnish and supply said thirteen hundred and fifty inches of water on said day or when required thereafter, there and in that case the party of the first part shall be released from all obligations to make its said conveyance and the said party of the second part shall forfeit all rights under this agreement and all work and improvements on said premises and all claim thereto shall upon demand quit and surrender the premises to the party of the first part or its assigns.

In Witness Whereof, said party of the first part has by resolution of its board of Trustees caused this agreement to be signed by its Trustees and sealed with their private seals said company having no corporate seal, and said party of the second part has by resolution of its Board of Trustees caused this agreement to be subscribed by its President and Secretary and its corporate seal to be hereunto affixed.

In Duplicate

Thomas Wheatley (Seal)

G. W. Wootan (Seal)

his
Robert X White (Seal)
mark

Trustees Franklin Ditch Company,

A Caldwell,

Pres. I & O L I Co.

Attest (Seal)

H. G. Wallace, Secretary.

Territory of Idaho)
County of Ada) ss

On this 2nd day of October A.D. 1883, personally appeared before me M R Jenkins, a Justice of the Peace, in and for said Ada County, Thomas Wheatley, G W Wootan and Robert White, whose names are subscribed to the annexed instrument as parties thereto, personally known to me to be the same persons described in and who executed the said annexed instrument as parties thereto, who each of them acknowledged to me that they each of them respectively, executed the same freely and voluntarily and for the uses and purposes therein mentioned.

In Witness Whereof, I have hereunto set my hand and affixed my seal the day and year in this certificate first above written.

M R Jenkins,

Justice of the Peace.

Territory Of Idaho)
County of Alturas) ss

On the 27th day of October one thousand eight hundred and eighty three, personally appeared before me, C. B. Fox a Notary Public in and for the County of Alturas, A. Caldwell, President and H. C. Wallace, Secretary of the Idaho & Oregon Land Improvement Company, a corporation and whose names --- subscribed to the annexed instrument as parties thereto personally known to me to be the same persons described in and who executed the said annexed instrument as parties thereto as President and Secretary of said Company, who duly acknowledged to me that they executed the same freely and voluntarily and for the purposes and uses therein mentioned.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

C. B. Fox,

(Seal)

Notary Public

C and B

B1 P296 Recorded at the request of Thomas Wheatley Dec. 3rd 1883 at 10 o'clock A.M.

Compared

B. S. Prickett,

Indexed.

Recorder

C O P Y

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF CANYON.

FARMERS' CO-OPERATIVE DITCH
COMPANY,

Plaintiff,

vs.

O. R. D. E. R.

RIVERSIDE IRRIGATION DISTRICT,
LIMITED, a corporation, et al.,
Defendants.

On this 16th day of July, 1917, the time set by a former order of this Court to hear the application of the Riverside Irrigation District, Limited, a corporation, the Farmers' Union Ditch Company, Limited, a corporation, and the Pioneer Irrigation District, three of the defendants in the above entitled action, for an order fixing the temporary duty of water for Boise River, coming on regularly to be heard by this Court;

And it appearing that notices have been given as in said order provided, and several parties being present represented by their counsel, and after hearing the argument with reference to same, examining the files and records and testimony in said suit,

IT IS HEREBY ORDERED; That from and after the date hereof, until a further order of this Court, all waters of Boise River shall be distributed as follows; to-wit: The various rights as adjudicated in the so-called Stewart Decree shall receive 100% until the natural flow of the waters of Boise River shall decrease, or until all the rights in said Decree can not receive 100%, at which time the various rights as adjudicated in the so-called Stewart Decree shall first be cut to 75% of the amount of water decreed by the Stewart Decree as the natural flow of Boise River decreases, beginning with the latest rights and preceding to the earliest rights in the order fixed in said Stewart Decree, and after all of the rights shall have been reduced to 75% of the amount fixed in the Stewart Decree, should the natural flow of the waters in Boise River decrease below the amount necessary to supply said 75% of the water rights as decreed in said Stewart Decree,

then the various water rights, beginning with the latest and preceding to the earliest as aforesaid, shall be reduced to 60% of the amount specified in said Stewart Decree. 60% of the amount decreed in the Stewart Decree is hereby fixed and determined as the highest duty of water for the year 1917.

IT IS FURTHER ORDERED That the waters of Boise River shall be diverted for beneficial use and not wasted, and in case any canal is diverting water over and above the amount that it is actually putting to a beneficial use, the Water Master is hereby authorized and directed to reduce the amount diverted by said canal to the amount actually put to a beneficial use.

Dated this 16th day of July, 1917.

(Sgd.) Ed L. Bryan,
District Judge.

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT OF THE STATE
OF IDAHO, IN AND FOR THE COUNTY OF CANYON.

FARMERS' CO-OPERATIVE DITCH COMPANY,

Plaintiff

-vs-

RIVERSIDE IRRIGATION DISTRICT,

LIMITED, a corporation, et al.,

Defendants.

O R D E R

On this first day of July, 1918, the time set by a former order of this Court to hear the application of the Riverside Irrigation District, Limited, a corporation, and the Pioneer Irrigation District, two of the defendants in the above-entitled action, for an order fixing the temporary duty of water for Boise River, coming on regularly to be heard by this Court;

And it appearing that notices have been given as in said order provided, and several parties being present represented by their counsel, and after hearing the argument with reference to same, examining the files and records and testimony in said suit;

IT IS HEREBY ORDERED, That from and after the date hereof, until a further order of this Court, all waters of Boise River shall be distributed as follows, to-wit: The various rights as adjudicated in the so-called Stewart Decree shall receive 100% until the natural flow of the waters of Boise River shall decrease, or until all the rights in said Decree can not receive 100%, at which time the various rights as adjudicated in the so-called Stewart Decree shall first be cut to 75% of the amount of water decreed by the Stewart Decree as the natural flow of Boise River decreases, beginning with the latest rights and preceding to the earliest rights in the order fixed in said Stewart Decree, and after all of the rights shall have been reduced to 75% of the amount fixed in the Stewart Decree, should the natural flow of the waters in Boise River decrease below the amount necessary to supply said 75% of the water rights as decreed in said Stewart Decree, then the various water rights, beginning with the latest and preceding to the earliest as aforesaid, shall be reduced to 60% of the amount specified in said Stewart Decree. Sixty per cent of the amount decreed in the Stewart Decree is hereby fixed and determined as the highest duty of water for the year 1918.

IT IS FURTHER ORDERED, That the waters of Boise River shall be diverted for beneficial use and not wasted, and in case any canal is diverting water over and above the amount that it is actually putting to a beneficial use, the Water Master is hereby authorized and directed to reduce the amount diverted by said canal to the amount actually put to a beneficial use.

Dated this first day of July, 1918.

(Sgd.) Ed. L. Bryan

District Judge.

Filed July 1st, 1918.
L. C. Knowlton Clerk
By Rose Edwards Deputy.

"A"

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF CANYON

FARMERS' CO-OPERATIVE DITCH COMPANY,

Plaintiff,

vs.

RIVERSIDE IRRIGATION DISTRICT, Limited,
a corporation, et al.,

Defendants

O R D E R

On this 31st day of May, 1919, at the hour of 10:00 A. M., being the time of which notice was given at a hearing of the above entitled case on the 9th day of May, 1919, at which time the attorneys for the Riverside Irrigation District Limited, a corporation, and the Pioneer Irrigation District, two of the defendants in the above entitled action, would present the following order fixing the temporary duty of water for Boise River for the irrigation season of 1919, and several parties being represented by their counsel, and no one objecting to the form or substance of this order, and after hearing the argument with reference to same, and examining the files and records and testimony in said suit,

IT IS HEREBY ORDERED, That from and after the date hereof, until a further order of this Court, all waters of Boise River shall be distributed as follows; to-wit: The various rights as adjudicated in the so-called Stewart Decree shall receive 100% until the natural flow of the waters of Boise River shall decrease, until all the rights in said Decree can not receive 100%, at which time the various rights as adjudicated in the so-called Stewart Decree shall first be cut to 75% of the amount of water decreed by the Stewart Decree as the natural flow of Boise River decreases, beginning with the latest rights and preceding to the earliest rights in the order fixed in said Stewart Decree, and after all of the rights shall have been reduced to 75% of the amount fixed in the Stewart Decree, should the natural flow of the waters in Boise River decrease below the amount necessary to supply said 75% of the water rights as decreed in said Stewart Decree, then the various rights, beginning with the latest and preceding to the earliest as aforesaid, shall be reduced to 60% of the amount specified in the Stewart Decree. Sixty percent of the amount decreed in the Stewart Decree is hereby fixed and determined as the highest duty of water for the year 1919.

IT IS FURTHER ORDERED That the waters of Boise River shall be diverted for beneficial use and not wasted, and in case any canal is diverting water over and above the amount that it is actually putting to beneficial use, the watermaster is hereby authorized and directed to reduce the amount diverted by said canal to the amount actually put to a beneficial use.

Dated this 31st day of May, 1919.

(Sgd.) Ed. L. Bryan

District Judge.

John T. ...
6 31 80
Tell

BONDS AND AGREEMENTS
Book 1 page 50

This agreement made this second day of October, A. D. 1883, by and between the Franklin Ditch Company, a corporation, organized under the laws of Idaho Territory, the party of the first part and the Idaho and Oregon Land Improvement Company, a corporation organized under the laws of the State of Colorado, the party of the second part,

WITNESSETH: Whereas the party of the first part is the claimant of, and in possession of a certain Water Right and irrigating ditch taking water out of Boise River or its Sloughs, on the south side of the River, on the farm of William Frost, about seven or eight miles above the town of Middleton in Ada County, Idaho Territory by means of a ditch and through the Sloughs of said River for the irrigation of the lands of the shareholders of said Company

And Whereas said party of the second part desires to acquire said water right and ditch and to enlarge and extend the same for the irrigation of lands below those now covered by it.

Now, therefore, said party of the first part acting by and through its board of Trustees, for and in consideration of the conveyance of thirteen hundred and fifty inches of water by said party of the second part to said party of the first part or to such persons being its shareholders as it may designate in such several shares as it may designate, covenants and agrees to convey to said party of the second part all its said Water Right and ditches at any time on or before the first day of May 1884, upon the performance by said party of the second part of its covenants and agreements as herein after mentioned.

And in consideration of the foregoing agreement said party of the second part, acting by and through its corporate officers thereunto duly authorized by its Board of Trustees, covenants and agrees to and with said party of the first part that it will, before the first day of May next, enlarge said ditch from the point where the water is taken from Boise River to where the line of the ditch crosses what is known as Mason Creek, and will on or before said day convey by good and sufficient deed of conveyance to the said party of the first part, or at the option of the said party of the first part, to such persons as the party of the first part may designate, they being shareholders of the party of the first part, and as appurtenant to the lands now owned, entered occupied or claimed by the said shareholders, one thousand three hundred and fifty (1350) statutory inches of water to be taken by the party of the first part or its said shareholders or their grantees from the ditch of the party of the second part, or from any slough along the line of said ditch, at such point or points, as said party of the first part or said shareholders, or their grantees, may from time to time prefer and said party of the second part further covenants and agrees, to leave at all times at least three hundred and fifty (350) inches of water in what is known as the outside or South Slough, into which the ditch of the party of the first part now empties near the Bluff, and not less than Eight hundred (800) inches of water in what is known as the Back Slough that leaves the main slough about twenty feet above the headgate of the party of the first part, said slough water being for the use of said shareholders and their grantees, over and above the thirteen hundred and fifty inches to be taken from the ditch as foresaid.

Said party of the second part further agrees to bridge all public roads crossed by said ditch and to bridge at least three private roads or trails sufficient to cross cattle and stock at points to be designated by the party of the first part.

It is understood and agreed that said conveyance or conveyances shall be sufficient to vest the first thirteen hundred and fifty inches of water carried by said ditch and to convey the same appurtenant to said lands in such severall interests as may be designated by the party of the first part, free and clear of all expenses costs and charges for the construction, repair, and maintenance of said ditch forever. That said ditch water shall only be appurtenant to and shall only be used upon the lands now owned, entered, occupied or claimed by the shareholders of the party of the first part, but may be taken at any time or place by said shareholders, their successors, or assigns for that purpose, but when not desired for that purpose, shall not be taken from said ditch.

The party of the second part is to have the necessary right of way for said ditch over the lands of the shareholders of the party of the first part without charge therefor.

The party of the second part is to have immediate possession of the premises, but if this agreement is not duly executed and delivered by the party of the second part, on or before the first day of November next, such possession shall be surrendered and all work and improvements forfeited.

The expense of all conveyances shall be borne equally by the parties hereto.

Time is the essence of this agreement and if said party of the second part shall fail or omit to enlarge said ditch or to convey said water as afore said on or before said first day of May next, or shall be unable on said day to furnish and supply said thirteen hundred and fifty inches of water on said day or when required thereafter, then and in that case the party of the first part shall be released from all obligations to make its said conveyance and the said party of the second part shall forfeit all rights under this agreement and all work and improvements on said premises and all claim thereto shall upon demand quit and surrender the premises to the party of the first part or its assigns.

In Witness Whereof, said party of the first part has by resolution of its board of Trustees caused this agreement to be signed by its Trustees and sealed with their private seals, said company having no corporate seal and said party of the second part has by resolution of its Board of Trustees caused this agreement to be subscribed by its President and Secretary and its corporate seal to be hereunto affixed.

In Duplicate

Thomas Wheatley (Seal)
G. W. Wootan (Seal)
his
Robert x White (Seal)
mark

Trustees Franklin Ditch Company

A. Caldwell, Pres. I. & O. L. I. Co.

Attest (Seal)
H. C. Wallace, Secretary

Territory of Idaho) ss.
County of Ada,)

On this 2nd day of October A. D. 1883, personally appeared before me M. R. Jenkins, a Justice of the Peace, in and for said Ada County, Thomas Wheatley, G. W. Wootan and Robert White, whose names are subscribed to the annexed instrument as parties thereto, personally known to me to be the same persons described in and who executed the said annexed instrument as parties thereto, who each of them acknowledged to me that they each of them respectively, executed the same freely and voluntarily and for the uses and purposes therein mentioned.

In Witness Whereof, I have hereunto set my hand and affixed my seal the day and year in this certificate first above written.

M. R. Jenkins, Justice of the Peace

Territory of Idaho,) ss.
County of Alturas,)

On the 27th day of October one thousand eight hundred and eighty three personally appeared before me, C. B. Fox a Notary Public in and for the County of Alturas, A. Caldwell, President and H. C. Wallace, Secretary of the Idaho & Oregon Land Improvement Company a corporation and whose names subscribed to the annexed instrument as parties thereto, personally known to me to be the same persons described in and who executed the said annexed instrument as parties thereto as President and Secretary of said Company who duly acknowledged to me that they executed the same freely and voluntarily and for the purposes and uses therein mentioned.

In Witness Whereof, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(Seal)

C. B. Fox, Notary Public

13 50 inches Water

Franklin Ditch Co.

To

Idaho & Oregon Land Imp. Co.

This agreement made this second day of October A. D. 1883, by and between the Franklin Ditch Company a corporation, organized under the laws of Idaho Territory the party of the first part and the Idaho & Oregon Land Improvement Company, a corporation organized under the laws of the State of Colorado, the party of the second part,

Witnesseth: Whereas the party of the first part is the claimant of and in possession of a certain Water Right and irrigating ditch taking water out of Boise River or its Sloughs, on the south side of the River, on the farm of William Frost, about Seven or Eight miles above the town of Middleton in Ada County, Idaho Territory by means of a ditch and through the sloughs of said River for the irrigation of the lands of the Shareholders of said company: and whereas said party of the second part desires to acquire said Water right and ditch and to enlarge and extend the same for the irrigation of lands below those now covered by it.

Now, therefore, said party of the first part acting by and through its board of Trustees, for and in consideration of the conveyance of thirteen hundred and fifty inches of Water by said party of the second part, to said party of the first part, or to such persons being its shareholders, as it may designate, in such several shares as it may designate, covenants and agrees to convey to said party of the second part all its said Water Right and ditches at any time on or before the first day of May 1884, upon the performance by said party of the second part, of its covenants and agreements as herein after contained and the execution and delivery of the deeds as hereinafter mentioned.

It is understood and agreed that said conveyance or conveyances shall be sufficient to vest the first thirteen hundred and fifty inches of water carried by said ditch and to convey the same, appurtenant to said lands in such several interests as may be designated by the party of the first part, free and clear of all expenses costs and charges for the construction, repair, and maintenance of said ditch forever. That said ^{water} ditch/shall only be appurtenant to and shall only be used upon the lands now owned, entered, occupied or claimed by the shareholders of the party of the first part, but may be taken at any time or place by said shareholders, their successors or assigns for that purpose, but when not desired for that purpose, shall not be taken from said ditch.

The party of the second part is to have the necessary right of way for said ditch over the lands of the shareholders of the party of the first part, without charge therefor.

The party of the second part is to have immediate possession of the premises, but if this agreement is not duly executed and delivered by the party of the second part, on or before the first day of November next, such possession shall be surrendered and all work and improvements forfeited.

The Expense of all conveyances shall be borne equally by the parties hereto.

Time is the essence of this agreement and if said party of the second part shall fail or omit to enlarge said ditch or to convey said water as aforesaid, on or before said first day of May next, or shall be unable on said day to furnish and supply said thirteen hundred and fifty inches of water on said day or when required thereafter, there and in that case the party of the first part shall be released from all obligations to make its said conveyance and the said party of the second part shall forfeit

And in consideration of the foregoing agreement said party of the second part, acting by and through its corporate officers thereunto duly authorized by its Board of Trustees, Covenants and agrees to and with said party of the first part that it will, before the first day of May next, enlarge said ditch from the point where the water is taken from Boise River to where the line of the ditch crosses what is known as Mason Creek, and will on or before said day convey by good and sufficient deed of conveyance, to the said party of the first part, or at the option of the said party of the first part, to such persons as the party of the first part may designate, they being shareholders of the party of the first part, and as appurtenant to the lands now owned, entered occupied or claimed by the said shareholders, one thousand three hundred and fifty (1350) Statutory inches of Water, to be taken by the party of the first part, or its said shareholders or their grantees from the ditch of the party of the second part, or from any slough along the line of said ditch, at such point or points, as said party of the first part or said shareholders, or their grantees, may from time to time prefer, and said party of the second part further covenants and agrees, to leave at all times at least three hundred and fifty (350) inches of water in what is known as the outside or South Slough, into which the ditch of the party of the first part now empties near the Bluff, and not less than Eight hundred (800) inches of water in what is known as the Back Slough that leaves the main slough about twenty feet above the head gate of the party of the first part, said slough water being for the use of said shareholders and their grantees, over and above thirteen hundred and fifty inches to be taken from the ditch as aforesaid. Said party of the second part further agrees to bridge all public roads crossed by said ditch and to bridge at least three private roads or trails, sufficient to cross cattle and stock at points to be designated by the party of the first part.

all rights under this agreement and all work and improvements on said premises and all claim thereto shall upon demand quit and surrender the premises to the party of the first part or its assigns.

In Witness Whereof, said party of the first part has by resolution of its board of Trustees, caused this agreement to be signed by its Trustees and sealed with their private seals said company having no corporate seal, and said party of the second part has by resolution of its Board of Trustees caused this agreement to be subscribed by its President and Secretary and its corporate seal to be hereunto affixed.

In Duplicate

Thomas Wheatley (Seal)
G. W. Wootan (Seal)
his
Robert X White (Seal)
mark
Trustees Franklin Ditch Company
A. Caldwell, Pres. I & O.L.I.Co.

Attest (Seal)

H. C. Wallace, Secretary

Territory of Idaho)
County of Ada) ss

On this 2nd day of October A. D. 1883, personally appeared, before me M. R. Jenkins, a Justice of the Peace, in and for said Ada County, Thomas Wheatley, G. W. Wootan and Robert White, whose names are subscribed to the annexed instrument as parties thereto, personally known to me to be the same persons described in and who executed the said annexed instrument as parties thereto, who each of them acknowledged to me that they each of them respectively, executed the same freely and voluntarily and for the uses and purposes therein mentioned.

PIONEER

Decree Stewart	309.44
Bryan Decree	361.06
Franklin & Mason Creek	<u>80.20</u>
	750.70

Capacity

Phyllis	510.00	
C.H.L.	86.00	
		<u>596.00</u>
Surplus above capacity	154.70	

100 Stewart Decree	309.44
60 of Flood Water	<u>216.64</u>
Total	526.08
Capacity Phyllis	510.00

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 63-00166A

Date Received

Receipt Number

2ND AMENDED
NOTICE OF CLAIM
TO A
WATER RIGHT
ACQUIRED UNDER STATE LAW

Attorney: Scott L. Campbell
Moffatt, Thomas, Barrett,
Rock & Fields, Chartered
P. O. Box 829
Boise, Idaho 83706
(208) 345-2000

Please type or print clearly

1. Name of Claimant (s) Pioneer Irrigation District Phone (208) 459-3617

Mailing Address PO Box 426, Caldwell, Idaho Zip 83606

2. Date of Priority (Only one (1) per claim) _____

3. Source of water supply (a) Boise River
which is tributary to (b) Snake River

4. a. Location of existing point of diversion is: Township _____ Range _____ Section _____,
_____ 1/4 of _____ 1/4 of _____ 1/4, Govt. Lot, _____ B.M., County of _____ Ada

Additional points of diversion if any: Please see Attachment A

b. If instream flow, beginning point of claimed instream flow is:

Township _____ Range _____ Section _____, _____ 1/4 of _____ 1/4 of _____ 1/4,

Govt. Lot _____ B.M., County of _____

ending point is: Township _____ Range _____ Section _____, _____ 1/4 of _____ 1/4 of _____

_____ 1/4, Govt. Lot _____ B.M., County of _____

5. Description of existing diversion works (Dams, Reservoirs, Ditches, Wells, Pumps, Pipelines, Headgates, Etc),
including the dates of any changes or enlargements in use, the dimensions of the diversion works as
constructed and as enlarged and the depth of each well.

Concrete diversion dam in Boise River to headgate and Caldwell Highline Canal to lateral ditches.

RECEIVED

MAR 03 2005

WATER RESOURCES
WESTERN REGION

BOI_MT1:562085.1

COPY

6. Water is claimed for the following purposes:

(both dates are inclusive) (cfs) (acre feet)

For irrigation purposes from 3/15 to 11/15 amount 15.40 or

For purposes from to amount or

For purposes from to amount or

For purposes from to amount or

7. Total quantity claimed (a) 15.40 (cfs) and/or (b) (acre feet)

8. Total consumptive use claimed is acre feet per annum.

9. Non-irrigation uses; describe fully (eg. Domestic: Give number of households served; Stockwater: Type and number of livestock Etc.)

10. Description of place of use:

- a. If water is for irrigation, indicate acreage in each subdivision in the tabulation below.
- b. If water is used for other purposes, place a symbol of use (example: D for Domestic) in the corresponding place of use below. See instructions for standard symbols.

TWP	RNG	SEC	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE1/4	NW1/4	SW1/4	SE1/4	NE1/4	NW1/4	SW1/4	SE1/4	NE1/4	NW1/4	SW1/4	SE1/4	NE1/4	NW1/4	SW1/4	SE1/4	

Total number of acres irrigated 34,204.61

11. In which county (ies) are lands listed above as place of use located? Ada/Canyon

12. Do you own the property listed above as place of use? Yes No ☒ X
If your answer is No, describe in Remarks below the authority you have to claim this water right.

13. Describe any other water rights used at the same place and for the same purposes as described above.
Please see Attachment B or None (☐)

14. Remarks:

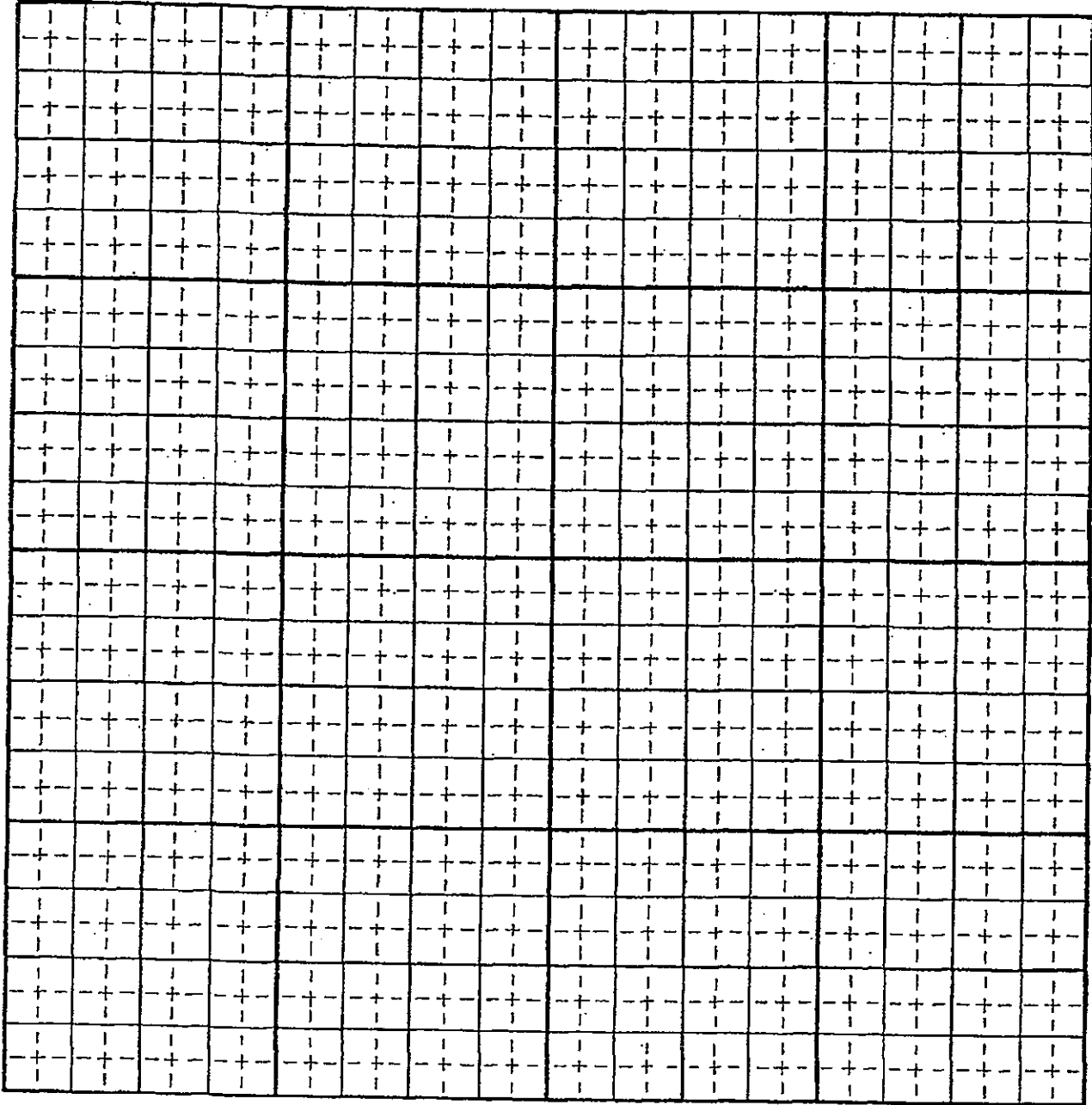
For irrigation of lands under canal system. Claimant is an irrigation district duly organized and existing under the laws of the State of Idaho. Claimant provides water delivery to privately owned lands within its service area. Claim to this water right is based upon an Agreement between the Franklin Ditch Company and the Idaho and Oregon Land Improvement Company, the predecessor in interest to Pioneer Irrigation District, as well as the historic use and practice which has existed since the date of that Agreement.

Last Name Pioneer Irrigation District Ident No. 63-00166A

BOI_MT1:562085.1

Map of Project: show clearly the point of diversion, place of use, section number, township, and range number.

Scale: 2 inches equals 1 mile Please see attachments to initial claim filing for 63-00224.



Last Name Pioneer Irrigation District Ident No. 63-00166A

BOI_MT1:562085.1

15. Basis of Claim (check one) Beneficial Use _____ Posted Notice _____ License _____ Permit _____

Decree ☒

If applicable provide IDWR Water Right Number 63-00166A

Court _____ Case Number _____ Decree Date 1/18/1906

Plaintiff vs Defendant Farmers Co-Op Ditch Company v. Riverside Irrigation District

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 ☒ wish to receive and pay a small annual fee for monthly copies of the docket sheet.

Number of attachments 2

For Individuals: I do solemnly swear or affirm that the statements contained in the foregoing document are true and correct.

Signature of Claimant (s) _____ Date _____

_____ Date _____

For Organizations: I do solemnly swear or affirm that I am President

of Pioneer Irrigation District Title _____ that I have signed the foregoing

document in the space below as President of Pioneer Irrigation District

Title

Organization

and that the statements contained in the foregoing document are true and correct.

Signature of Authorized Agent Donald Z. Saye

Title and Organization President, Pioneer Irrigation District Date 2/23/05

State of Idaho/or _____)
County of Canyon) SS.

Subscribed and sworn to before me this 23rd day of February, 2005



Notary Public Shawn C. Fowler

Residing at Boise, ID

My Commission Expires 7/16/2010

Please Print Name

17. Notice of Appearance.

Notice is hereby given that I, Scott L. Campbell will be acting as attorney at law on behalf of the claimant signing above, and that all notices required by law to be mailed by the director to the claimant signing above should be mailed to me at the address listed below.

Signature Scott L. Campbell

Address Moffatt Thomas, PO Box 829, Boise, Idaho 83701

Date 3/01/05

Last Name Pioneer Irrigation District Ident. Number 63-00166A

BOL_M71:562085.1

ATTACHMENT A

Points of Diversion:

Eagle Island Diversion:

SW 1/4, SE 1/4, NW 1/4, Section 23, Township 4N, Range 1E, Ada County, Idaho

This point of diversion is a concrete diversion structure with flashboards which regulates the flow of the south and north channels of the Boise River. It is located at the east end of Eagle Island and permits diversion of sufficient amounts of water down the south channel of the Boise River to permit Pioneer Irrigation District to divert its water into the Phyllis and Caldwell Highline Canals.

Phyllis Canal Diversion:

SW 1/4, SE 1/4, NW 1/4, Section 24, Township 4N, Range 1 W, Ada County, Idaho

This point of diversion is a concrete diversion structure with flashboards and one automatic radio gate which controls desired amounts of water from the Boise River. It is located east of Linder Road on the south channel of the Boise River and permits diversion of sufficient amounts of water down the south channel to permit Pioneer Irrigation District to divert its water into the Phyllis Canal.

Caldwell Highline Canal Diversion:

NE 1/4, NE 1/4, Section 24, Township 4N, Range 2W, Ada County, Idaho

This point of diversion is a concrete diversion structure with flashboards which regulates the flow of south channel of the Boise River. It is located west of Star Road on the south channel of the Boise River and permit diversion of sufficient amounts of water down the south channel to permit Pioneer Irrigation District to divert its water into the Caldwell Highline Canal.

ATTACHMENT B

13. Describe any other water rights used at the same place and for the same purposes as described above:

63-00161BU

63-00166A

63-00167A

63-00179

63-00224

63-00225

63-00294

63-00295

63-00371

63-02275

63-02276

63-02294

63-02529

63-02891

63-05199

63-05200

63-05219

63-05237

63-05255

63-09109

63-11622

63-21731

63-21739

DISTRICT COURT-SRBA
TWIN FALLS CO., IDAHO
FILED _____

2007 JUN 19 AM 11 31

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

In Re SRBA)



Subcase 63-00166A

(Insert water right number)

Case No. 39576)

STANDARD FORM 1
OBJECTION

Please fill in the following information:



NAME AND ADDRESS OF PERSON OBJECTING

Name: Pioneer Irrigation District

Address: PO Box 426

Caldwell Idaho 83606

Daytime Phone: (208) 459-3617

Name & Address of Attorney, if any:

Scott L. Campbell

Moffatt Thomas Barrett Rock & Fields

PO Box 829, Boise, Idaho 83701



CLAIMANT OF WATER RIGHT AS LISTED IN DIRECTOR'S REPORT

Name: Pioneer Irrigation District

Address: PO Box 426

Caldwell Idaho 83606

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

1. ☒ **Name and Address** as claimed
Should be: _____
2. ☒ **Source** as claimed
Should be: _____
3. ☒ **Quantity** as claimed
Should be: _____
4. ☒ **Priority Date** as claimed
Should be: _____
5. ☒ **Point(s) of Diversion** as claimed
Should be: _____
6. ☐ **Instream Flow Description**
Should be: _____
7. ☒ **Purpose(s) of Use** as claimed
Should be: _____
8. ☒ **Period of Year** as claimed
Should be: _____
9. ☒ **Place of Use** as claimed
Should be: _____

11. I object because:

☐ This water right should not exist.

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

E REASONS SUPPORTING OBJECTION(S):

This water right should be recommended as claimed based upon historic diversion, delivery, and use by the Pioneer Irrigation District through its system of canals and laterals. A true and correct copy of the claim is attached hereto as Attachment 1.

F

VERIFICATION (Must be Completed)

State of Idaho)
County of Ada)ss.

Scott L. Campbell
(Name of person filing objection), duly sworn, upon oath, deposes and says:

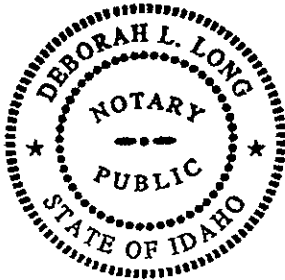
That I am the party/claimant filing this objection, as defined by I.C. §§ 42-1401A(1) and (6) or that I am the attorney for the party/claimant objecting and that I have read this objection, know its contents and believe that the statements are true to the best of my knowledge.

(Signature of person filing objection)

Scott L. Campbell
(Attorney signing in representative capacity)

Subscribed and sworn to before me on: 6/19/07

Deborah Long
Notary Public for Idaho
Residing at: Boise
My Commission Expires: 10/10/07



INSTRUCTIONS FOR MAILING

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



CERTIFICATE OF MAILING

I certify that on June 19, 2007, I mailed the original and copies of this objection, including all attachments, to the following persons:

1. Original to:

Clerk of the District Court
Snake River Basin Adjudication
253 Third Avenue North
PO Box 2707
Twin Falls, ID 83303-2707

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

Name: Pioneer Irrigation District

Address: PO Box 426

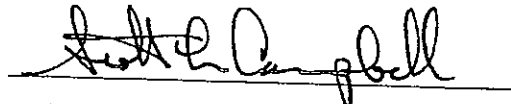
Caldwell, Idaho 83606

3. Copies to:

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Boise, ID 83720-0098

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

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


mailing on Objector's behalf

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 A63-00166

Date Received

Receipt Number

AMENDED
NOTICE OF CLAIM
TO A
WATER RIGHT
ACQUIRED UNDER STATE LAW

RECEIVED
FEB 08 2000
WATER RESOURCES
WESTERN REGION

Please type or print clearly

1. Name of Claimant (s) Pioneer Irrigation District Phone (208) 459-3617

Mailing Address P.O. Box 426, Caldwell, Idaho Zip 83605

2. Date of Priority (Only one (1) per claim) July 3, 1866

3. Source of water supply (a) Boise River
which is tributary to (b) Snake River

4. a. Location of existing point of diversion is: Township 4 N. Range 2 W. Section 24
1/4 of N.E. 1/4 of N.E. 1/4, Govt. Lot, B.M., County of Canyon

Additional points of diversion if any: See Attachment A

b. If instream flow, beginning point of claimed instream flow is:

Township Range Section 1/4 of 1/4 of 1/4,
Govt. Lot B.M., County of

ending point is: Township Range Section 1/4 of 1/4 of 1/4,
1/4, Govt. Lot B.M., County of

5. Description of existing diversion works (Dams, Reservoirs, Ditches, Wells, Pumps, Pipelines, Headgates, Etc).
Including the dates of any changes or enlargements in use, the dimensions of the diversion works as
constructed and as enlarged and the depth of each well. Concrete diversion dam in Boise River
to headgate and Caldwell Highline Canal to lateral ditches.

6. Water is claimed for the following purposes:

(both dates are inclusive)

(cfs)

(acre feet)

				(cfs)	(acre feet)
For	irrigation	purposes from	3/15	to 11/15	amount 15.40 or
For		purposes from		to	amount or
For		purposes from		to	amount or
For		purposes from		to	amount or

7. Total quantity claimed (a) 15.40 (cfs) and/or (b) _____ (acre feet)

8. Total consumptive use claimed is _____ acre feet per annum.

9. Non-irrigation uses; describe fully (eg. Domestic: Give number of households served; Stockwater: Type and number of livestock Etc.) _____

10. Description of place of use:

a. If water is for irrigation, indicate acreage in each subdivision in the tabulation below.

b. If water is used for other purposes, place a symbol of use (example: D for Domestic) in the corresponding place of use below. See instructions for standard symbols.

[illegible]

Total number of acres irrigated 34,047.16

11. In which county (ies) are lands listed above as place of use located? Ada/Canyon

12. Do you own the property listed above as place of use? Yes _____ No x
If your answer is No, describe in Remarks below the authority you have to claim this water right.

13. Describe any other water rights used at the same place and for the same purposes as described above.

or None ()

14. Remarks: Pioneer Irrigation District provides water delivery to the privately owned lands within its service area. Claim to this water right is based upon an agreement Attachment B hereto) between the Franklin Ditch Company and the Idaho and Oregon Land Improvement Company, the predecessor in interest to Pioneer Irrigation District. The claim is also based upon the historic use and practice which has existed since the date of that agreement.

Last Name Pioneer Ident No. A63-00166

ATTACHMENT ONE

T. 3 N., R. 1 E., Section 23,
S.W. 1/4 of N.W. 1/4.

This "point of diversion" is a concrete diversion structure with flashboards which regulates the flow of the south and north channels of the Boise River. It is located at the east end of Eagle Island and permits diversion of sufficient amounts of water down the south channel of the Boise River to permit Pioneer Irrigation District to divert its water into the Phyllis and Caldwell Highline canals.

1350m
Franklin Ditch Co.

To

Idaho & Oregon Land Imp. Co.

This agreement made this second day of October A. D. 1883, by and between the Franklin Ditch Company a corporation, organized under the laws of Idaho Territory the party of the first part and the Idaho & Oregon Land Improvement Company, a corporation organized under the laws of the State of Colorado, the party of the second part,

Witnesseth: Whereas the party of the first part is the claimant of and in possession of a certain Water Right and irrigating ditch taking water out of Boise River or its Sloughs, on the south side of the River, on the farm of William Frost, about Seven or Eight miles above the town of Middleton in Ada County, Idaho Territory by means of a ditch and through the sloughs of said River for the irrigation of the lands of the Shareholders of said company: and whereas said party of the second part desires to acquire said Water right and ditch and to enlarge and extend the same for the irrigation of lands below those now covered by it.

Now, therefore, said party of the first part acting by and through its board of Trustees, for and in consideration of the conveyance of thirteen hundred and fifty inches of Water by said party of the second part, to said party of the first part; or to such persons being its shareholders, as it may designate, in such several shares as it may designate, covenants and agrees to convey to said party of the second part all its said Water Right and ditches at any time on or before the first day of May 1884, upon the performance by said party of the second part, of its covenants and agreements as herein after contained and the execution and delivery of the deeds as hereinafter mentioned.

EXHIBIT "A"

Attachment B
No. 63-00166

PID000165

It is understood and agreed that said conveyance or conveyances shall be sufficient to vest the first thirteen hundred and fifty inches of water carried by said ditch and to convey the same, appurtenant to said lands in such several interests as may be designated by the party of the first part, free and clear of all expenses costs and charges for the construction, repair, and maintenance of said ditch forever. That said ^{water} ditch/shall only be appurtenant to and shall only be used upon the lands now owned, entered, occupied or claimed by the shareholders of the party of the first part, but may be taken at any time or place by said shareholders, their successors or assigns for that purpose, but when not desired for that purpose, shall not be taken from said ditch.

The party of the second part is to have the necessary right of way for said ditch over the lands of the shareholders of the party of the first part, without charge therefor.

The party of the second part is to have immediate possession of the premises, but if this agreement is not duly executed and delivered by the party of the second part, on or before the first day of November next, such possession shall be surrendered and all work and improvements forfeited.

The Expense of all conveyances shall be borne equally by the parties hereto.

Time is the essence of this agreement and if said party of the second part shall fail or omit to enlarge said ditch or to convey said water as aforesaid, on or before said first day of May next, or shall be unable on said day to furnish and supply said thirteen hundred and fifty inches of water on said day or when required thereafter, there and in that case the party of the first part shall be released from all obligations to make its said conveyance and the said party of the second part shall forfeit

And in consideration of the foregoing agreement said party of the second part, acting by and through its corporate officers thereunto duly authorized by its Board of Trustees, Covenants and agrees to and with said party of the first part that it will, before the first day of May next, enlarge said ditch from the point where the water is taken from Boise River to where the line of the ditch crosses what is known as Mason Creek, and will on or before said day convey by good and sufficient deed of conveyance, to the said party of the first part, or at the option of the said party of the first part, to such persons as the party of the first part may designate, they being shareholders of the party of the first part, and as appurtenant to the lands now owned, entered occupied or claimed by the said shareholders, one thousand three hundred and fifty (1350) Statutory inches of Water, to be taken by the party of the first part, or its said shareholders or their grantees from the ditch of the party of the second part, or from any slough along the line of said ditch, at such point or points, as said party of the first part or said shareholders, or their grantees, may from time to time prefer, and said party of the second part further covenants and agrees, to leave at all times at least three hundred and fifty (350) inches of water in what is known as the outside or South Slough, into which the ditch of the party of the first part now empties near the Bluff, and not less than Eight hundred (800) inches of water in what is known as the Back Slough that leaves the main slough about twenty feet above the head gate of the party of the first part, said slough water being for the use of said shareholders and their grantees, over and above thirteen hundred and fifty inches to be taken from the ditch as aforesaid. Said party of the second part further agrees to bridge all public roads crossed by said ditch and to bridge at least three private roads or trails, sufficient to cross cattle and stock at points to be designated by the party of the first part.

all rights under this agreement and all work and improvements on said premises and all claim thereto shall upon demand quit and surrender the premises to the party of the first part or its assigns.

In Witness Whereof, said party of the first part has by resolution of its board of Trustees, caused this agreement to be signed by its Trustees and sealed with their private seals said company having no corporate seal, and said party of the second part has by resolution of its Board of Trustees caused this agreement to be subscribed by its President and Secretary and its corporate seal to be hereunto affixed.

In Duplicate

Thomas Wheatley (Seal)
G. W. Wootan (Seal)
his
Robert I White (Seal)
mark
Trustees Franklin Ditch Company
A. Caldwell, Pres. I & O.L.I.Co.

Attest (Seal)

H. C. Wallace, Secretary

Territory of Idaho)
County of Ada) ss

On this 2nd day of October A. D. 1883, personally appeared, before me M. R. Jenkins, a Justice of the Peace, in and for said Ada County, Thomas Wheatley, G. W. Wootan and Robert White, whose names are subscribed to the annexed instrument as parties thereto, personally known to me to be the same persons described in and who executed the said annexed instrument as parties thereto, who each of them acknowledged to me that they each of them respectively, executed the same freely and voluntarily and for the uses and purposes therein mentioned.

Franklin Ditch Co.

To

Idaho & Oregon Land Imp Co.

This agreement made this second day of October A.D.

1883, by and between the Franklin Ditch Company, a corporation, organized under the laws of Idaho Territory the party of the first part and the Idaho & Oregon Land Improvement Company, a corporation organized under the laws of the State of Colorado, the party of the second part,

WITNESSETH: Whereas the party of the first part is the claimant of and in possession of a certain Water Right and irrigating ditch taking water out of Boise River or its sloughs, on the south side of the River, on the farm of William Frost, about Seven or Eight miles above the town of Middleton in Ada County, Idaho Territory by means of a ditch and through the sloughs of said River for the irrigation of the lands of the Shareholders of said Company; and whereas said party of the second part desires to acquire said water right and ditch and to enlarge and extend the same for the irrigation of lands below those now covered by it.

Now therefore, said party of the first part acting by and through its Board of Trustees, for and in consideration of the conveyance of thirteen hundred and fifty inches of water by said party of the second part, to said party of the first part, or to such persons being its shareholders, as it may designate, in such several shares as it may designate, covenants and agrees to convey to said party of the second part all its said Water Right and ditches at any time on or before the first day of May, 1884, upon the performance by said second party, of its covenants and agreements as herein after contained and the execution and delivery of the deeds as hereinafter mentioned.

And in consideration of the foregoing agreement said party of the second part, acting by and through its corporate officers thereunto duly authorized by its Board of Trustees, Covenants and agrees to and with said party of the first part that it will, before the first day of May next, enlarge said ditch from the point where the water is taken from Boise River to where the line of the ditch crosses what is known as Mason Creek, and will on or before said day convey by good and sufficient deed of conveyance, to the said party of the first part, or at the option of the said party of the first part, to such persons as the party of the first part may designate, they being shareholders of the party of the first part, and as appurtenant to the lands now owned, entered occupied or claimed by the said shareholders, one thousand three hundred and fifty (1350) Statutory inches of Water to be taken by the party of the first part, or its said shareholders or their grantees from the ditch of the party of the second part, or from any slough along the line of said ditch, at such point or points, as said party of the first part or said shareholders, or their grantees, may from time to time prefer, and said party of the second part further covenants and agrees to leave at all times at least three hundred and fifty (350) inches of water in what is known as the outside or South Slough, into which the ditch of the party of the first part now empties near the Bluff, and not less than Eight Hundred (800) inches of water in what is known as the Back Slough that leaves the main slough about twenty feet above the head gate of the party of the first part, said slough water being for the use of said shareholders and their grantees, over and above the thirteen hundred and fifty inches to be taken from ~~the~~ ditch as aforesaid.

Said party of the second part further agrees to bridge all public roads crossed by said ditch and to bridge at least three private roads or trails, sufficient to cross cattle and stock at points to be designated by the party of the first part.

It is understood and agreed that said conveyance or conveyances shall be sufficient to vest the first thirteen hundred and fifty inches of water carried by said ditch and to convey the same, appurtenant to said lands in such several interests as may be designated by the party of the first part, free and clear of all expenses costs and charges, for the construction, repair, and maintenance of said ditch forever. That said ditch water shall only be appurtenant to and shall only be used upon the lands now owned, entered, occupied or claimed by the shareholders of the party of the first part, but may be taken at any time or place by said shareholders, their successors or assigns for that purpose, but when not desired for that purpose shall not be taken from said ditch.

The party of the second part is to have the necessary right of way for said ditch over the lands of the shareholders of the party of the first part, without charge therefor.

The party of the second part is to have immediate possession of the premises, but if this agreement is not duly executed and delivered by the party of the second part, on or before the first day of November next, such possession shall be surrendered and all work and improvements forfeited.

The expense of all conveyances shall be borne equally by the parties hereto.

Time is the essence of this agreement and if said party of the second part shall fail or omit to enlarge said ditch or convey said water as aforesaid, on or before said first day of May next, or shall be unable on said day to furnish and supply said thirteen hundred and fifty inches of water on said day or when required thereafter, there and in that case the party of the first part shall be released from all obligations to make its said conveyance and the said party of the second part shall forfeit all rights under this agreement and all work and improvements on said premises and all claim thereto shall upon demand quit and surrender the premises to the party of the first part or its assigns.

In Witness Whereof, said party of the first part has by resolution of its board of Trustees caused this agreement to be signed by its Trustees and sealed with their private seals said company having no corporate seal, and said party of the second part has by resolution of its Board of Trustees caused this agreement to be subscribed by its President and Secretary and its corporate seal to be hereunto affixed.

In Duplicate

Thomas Wheatley (Seal)

G. W. Wootan (Seal)
his

Robert X White (Seal)
mark

Trustees Franklin Ditch Company,

A Caldwell,

Pres. I & O L I Co.

Attest (Seal)

H C Wallace, Secretary.

Territory of Idaho } ss
County of Ada }

On this 2nd day of October A.D. 1883, personally appeared before me M R Jenkins, a Justice of the Peace, in and for said Ada County, Thomas Wheatley, G W Wootan and Robert White, whose names are subscribed to the annexed instrument as parties thereto, personally known to me to be the same persons described in and who executed the said annexed instrument as parties thereto, who each of them acknowledged to me that they each of them respectively, executed the same freely and voluntarily and for the uses and purposes therein mentioned.

In Witness Whereof, I have hereunto set my hand and affixed my seal the day and year in this certificate first above written.

M R Jenkins,

Justice of the Peace.

Territory Of Idaho }
County of Alturas } ss

On the 27th day of October one thousand eight hundred and eighty three, personally appeared before me, C B Fox a Notary Public in and for the County of Alturas, A. Caldwell, President and H. C. Wallace, Secretary of the Idaho & Oregon Land Improvement Company, a corporation and whose names --- subscribed to the annexed instrument as parties thereto personally known to me to be the same persons described in and who executed the said annexed instrument as parties thereto as President and Secretary of said Company, who duly acknowledged to me that they executed the same freely and voluntarily and for the purposes and uses therein mentioned.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

C. B. Fox,
Notary Public

(Seal)

C and B

B1 P296

Compared

Indexed.

Recorded at the request of Thomas Wheatley Dec. 3rd 1883 at 10 o'clock A.M.

B. S. Prickett,
Recorder

May 29, 1940

STATEMENT BY TURNER AND WELSH.

Franklin Ditch Company contract .

Agreement between that company and Idaho and Oregon Land Improvement Company, dated October 2, 1883, covers 1350 inches of water, but Turner thinks there are now 2150 inches involved.

In the Stewart decree the Franklin Ditch Company has the following rights:

Right No. 34, 6/1/66 770 inches

Right No. 77, 10/29/80 1380 inches.

We should investigate as to how the water above the 1350 inches was taken over by P. I. D.

The majority of Franklin water is all taken out of Highline canal north of Franklin road. Nine points of diversion above Franklin road to the headgate and six below.

John says Franklin rights are cut the same as other rights, except that when the latest Franklin right would be entitled to be cut entirely off P.I.D. continues to deliver to Franklin the same percentage as to its other users. This has been the practice for a number of years. But he is not sure P.I.D. would be required to do that under its Franklin contract.

Welsh says there is a possibility that when this agreement was made the Franklin water was the only water in the ditch and the only water referred to.

At the time P.I.D. transferred right No. 90 from Highline to Phyllis there was a hearing before the State Engineer. Walter Griffiths represented Highline users and Welsh thinks there is considerable testimony in that file as to these rights. Right No. 90 was decreed to P.I.D. for Highline canal and that right was later than the date of this contract and had a priority of 1884.

W. T. CALLESTON, Pres.
W. T. CALLAWAY
R. A. COWDEN
WILLIAM S. FLO
S. L. BALL
A. K. STEUBENBERG,
Treasurer

PIONEER IRRIGATION DISTRICT
Canyon and Ada Counties. Prince, Caldwell, Idaho
H. M. HEDGES, - - SECRETARY AND SUPERINTENDENT

Payette Canal, 35 miles long
irrigating 23,400 Acres
Caldwell High Line Canal
miles long, covering 11
Acres
Cost of System, \$250,000
Owned and operated by
mills.

Office of the Pioneer Irrigation District.

Caldwell Ida Apr 25th 1905

We the undersigned constituting a majority of the Board of Directors of the Pioneer Irrigation District do hereby call a special meeting of the Board of Directors for the purpose of considering the advisability of bearing a part of the expense of defending the water right of the Franklin Ditch Co.

^{25th}
April 25th 1905.

The time of special meeting is set for 4 P.M.

N. S. Dike
W. T. Callaway
L. E. Grunick

Aug. 7, 1936

We the directors of the Franklin
Ditch Company agree to assume the
responsibility for damages that may
be incurred by the requested number
of inches of water turned from the
High Line Ditch into the south
slough under the contract of the
Franklin Ditch Company with Idaho
and Oregon Land Imp. Co.

Robt. M. White (Pres.)

J. T. Bales

Walter Thomas

12/15/2006

IDAHO DEPARTMENT OF WATER RESOURCES
CLAIMS / RIGHTS NOT RECOMMENDED

<u>W.R. NUMBER</u>	<u>NAME AND ADDRESS</u>	<u>CLAIM DISPOSITION</u>	<u>REASON</u>
63-136A	PAUL E TRAUGHBER 150 E HUBBARD RD KUNA ID 83634 MARY ANNE TRAUGHBER 150 E HUBBARD RD KUNA ID 83634	Disallowed	Recommended as Right No. 63-136.
63-166A	PIONEER IRRIGATION DISTRICT PO BOX 426 CALDWELL ID 83605	Disallowed	Recommended as Right No. 63-166B.
63-167A	PIONEER IRRIGATION DISTRICT PO BOX 426 CALDWELL ID 83605	Disallowed	Recommended as Right No. 63-167B.
63-172A	MALLARD FARMS DBA W & H PARTNERSHIP LLC 504 N PHILLIPI BOISE ID 83706	Disallowed	Recommended as Right No. 63-172B.
63-179A	PIONEER IRRIGATION DISTRICT PO BOX 426 CALDWELL ID 83605	Disallowed	Recommended as Right No. 63-179C.
63-199C	NAMPA & MERIDIAN IRRIGATION DISTRICT C/O RINGERT CLARK CHTD ATTN DAN STEENSON PO BOX 2773 BOISE ID 83701-2773	Disallowed	Recommended as Right No. A63-199A.
63-200C	NAMPA & MERIDIAN IRRIGATION DISTRICT C/O RINGERT CLARK CHTD ATTN DAN STEENSON PO BOX 2773 BOISE ID 83701-2773	Disallowed	Recommended as Right No. 63-200A under Transfer No. 466 to the Bosie Project Board of Control.
63-202A	MALLARD FARMS DBA W & H PARTNERSHIP LLC 504 N PHILLIPI BOISE ID 83706	Disallowed	Recommended as Right No. 63-202B.
63-222K	SIMPLOT LIVESTOCK CO PO BOX 27 BOISE ID 83707	Disallowed	Recommended as Right No. 63-222M.
63-222L	SIMPLOT LIVESTOCK CO PO BOX 27 BOISE ID 83707	Disallowed	Recommended as Right No. 63-222N.

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

RENUMBERED TO: A63-00166 B
Ident. Number: A63-00166
Date Received: 2-20-90
Receipt No: 0014809
Received By: C.F.

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: FRANKLIN DITCH CO. 208-466-1983
Address: C/O FLOYD ROSDAHL
RT. 3
CALDWELL, ID 83605
2. Date of Priority: JUL 03, 1866
3. Source: BOISE RIVER Trib. to: SNAKE RIVER
4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
04N	02W	24	NE	NE	NE		ADA
5. Description of diverting works:
DIVERSION DAM W/HEADGATE, DITCH, MAINTAINED BY PIONEER IRR. DIST.
6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or)	A.F.A.
IRRIGATION	03/15	11/15	15.400		
7. Total Quantity Appropriated is:
15.400 C.F.S. (and/or) A.F.A.
8. Total consumptive use is 8813.0 Acre Feet Per Annum.
9. Non-irrigation uses:
STOCK WATER FROM DITCHES DURING THE IRRIGATION SEASON
10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
04N	02W	13	SW	SW		IRR	40.0
			SE	SW		IRR	25.0
Section Acres							65.0

A63-00166

Page 1

Date: 02/20/90

MICROFILMED
OCT 02 1990

10. Place of Use: Continued

Township	Range	Section	1/4	of 1/4	Lot	Use	Acres
04N	02W	14	SW	SW		IRR	25.0
			SW	SE		IRR	20.0
			SE	SE		IRR	40.0
			Section Acres				85.0
		15	SW	SW		IRR	40.0
			SE	SW		IRR	40.0
			SW	SE		IRR	40.0
			SE	SE		IRR	20.0
			Section Acres				140.0
		16	SW	NW		IRR	30.0
			SE	NW		IRR	10.0
			NE	SW		IRR	40.0
			NW	SW		IRR	40.0
			SW	SW		IRR	40.0
			SE	SW		IRR	40.0
			NE	SE		IRR	20.0
			NW	SE		IRR	20.0
			SW	SE		IRR	40.0
			SE	SE		IRR	40.0
			Section Acres				320.0
		17	SE	NE		IRR	40.0
			NE	SE		IRR	40.0
			Section Acres				80.0
		18	NE	SW		IRR	40.0
			SE	SW		IRR	40.0
			NW	SE		IRR	40.0
			SW	SE		IRR	40.0
			SE	SE		IRR	40.0
			Section Acres				200.0
		20	NE	NE		IRR	40.0
			NW	NE		IRR	40.0
			SE	NE		IRR	40.0
			Section Acres				120.0

A63-00166

Page

2

Date: 02/20/90

MICROFILMED

OCT 02 1996

PID000179

10. Place of Use: Continued

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
04N	02W	21	NE	NE		IRR	40.0
			NW	NE		IRR	40.0
			SW	NE		IRR	25.0
			SE	NE		IRR	30.0
			NE	NW		IRR	40.0
			NW	NW		IRR	40.0
			SW	NW		IRR	40.0
			SE	NW		IRR	40.0
			NE	SW		IRR	40.0
			NW	SW		IRR	40.0
			NW	SE		IRR	40.0
			Section Acres				415.0
		22	NE	NE		IRR	40.0
			NW	NE		IRR	40.0
			SW	NE		IRR	35.0
			SE	NE		IRR	35.0
			NE	NW		IRR	40.0
			NW	NW		IRR	40.0
			SW	NW		IRR	35.0
			SE	NW		IRR	40.0
			Section Acres				305.0
		23	NE	NE		IRR	40.0
			NW	NE		IRR	40.0
			SW	NE		IRR	20.0
			SE	NE		IRR	20.0
			NE	NW		IRR	40.0
			NW	NW		IRR	40.0
			SW	NW		IRR	30.0
			SE	NW		IRR	20.0
			Section Acres				250.0
		24	NW	NE		IRR	20.0
			SW	NE		IRR	20.0
			NE	NW		IRR	40.0
			NW	NW		IRR	40.0
			SW	NW		IRR	20.0
			SE	NW		IRR	20.0
			Section Acres				160.0

A63-00166

Page 3

Date: 02/20/90

MICROFILMED
OCT 02 1990

PID000180

10. Place of Use: Continued

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
04N	03W	11	SW	SE		IRR	18.0
			SE	SE		IRR	18.0
			Section Acres				36.0
		13	NW	NE		IRR	14.0
			SW	NE		IRR	14.0
			NE	NW		IRR	14.0
			NW	NW		IRR	14.0
			SW	NW		IRR	14.0
			SE	NW		IRR	14.0
			NE	SW		IRR	14.0
			NW	SW		IRR	14.0
			SE	SW		IRR	14.0
			NW	SE		IRR	14.0
			SW	SE		IRR	14.0
			Section Acres				154.0
		14	NE	NE		IRR	18.0
			NW	NE		IRR	18.0
			SW	NE		IRR	18.0
			SE	NE		IRR	18.0
			NE	SE		IRR	18.0
			NW	SE		IRR	18.0
			SW	SE		IRR	40.0
			SE	SE		IRR	40.0
			Section Acres				188.0
		24	NE	NE		IRR	20.0
			Section Acres				20.0
			Total Acres				2538.0

11. Place of use in counties: CANYON

12. Do you own the property listed above as place of use? NO

13. Other Water Rights Used:
63-00167, 63-05239

14. Remarks:
ALL LANDS ARE WITHIN THE SERVICE AREA OF THE FRANKLIN DITCH CO.

A63-00166

Page 4

Date: 02/20/90

MICROFILMED
OCT 02 1998

14. Remarks: Continued

15. Basis of Claim: DECREED

Case Number:

Court :

Decree date:

FARMERS CO-OP DITCH CO.

Decree Plaintiff

vs

RIVERSIDE IRR. DIST.

Decree Defendant

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 wish to receive and pay a small annual fee for monthly copies of the docket sheet.

Number of attachments: 4

For Organizations:

I do solemnly swear or affirm that I am Secretary of
Franklin Ditch Organization, that I have signed the foregoing
document in the space below as Secretary of
Franklin Ditch Co Organization and that the statements contained in the
foregoing document are true and correct.

Floyd J Rosdahl
Signature of Authorized Agent

Sec. Franklin Ditch
Title and Organization

20 Feb 1990

Date

State of Idaho)
County of Ada) SS.

Subscribed and sworn (or affirmed) before me this 20th day

of February 19 90

Seal

Carter Fritschle
Notary Public

Residing at Carter Fritschle, Notary Public
Residing at Eagle, Idaho
My Commission Expires March 21, 1994
My Commission Expires _____

MICROFILMED
OCT 02 1998

12/14/2006

IDAHO DEPARTMENT OF WATER RESOURCES
RECOMMENDED WATER RIGHTS ACQUIRED UNDER STATE LAW

RIGHT NUMBER: 63-166B

NAME AND ADDRESS: FRANKLIN DITCH CO
C/O HELEN I LARSON
8500 JOPLIN RD
CALDWELL ID 83605

SOURCE: BOISE RIVER

TRIBUTARY: SNAKE RIVER

QUANTITY: 15.400 CFS

Whenever it becomes necessary for the watermaster to deliver this right the following condition shall apply. This right shall receive 100 percent of its decreed quantity until the natural flow of the waters of the Boise River shall decrease so that all rights containing this condition cannot receive 100 percent of their decreed quantities, at which time this right and the other rights containing this condition shall first be cut to 75 percent of their decreed quantities, as the natural flow of the river decreases, beginning with the latest rights containing this condition and proceeding to the earliest rights containing this condition in the order of their priority dates, and after all of the rights containing this condition shall have been reduced to 75 percent of their decreed quantities, should the natural flow of the waters of the river decrease below the amount necessary to supply 75 percent of those decreed quantities, then this right and the other rights containing this condition, beginning with the latest and proceeding to the earliest, shall be reduced to 60 percent of their decreed quantities.

PRIORITY DATE: 07/03/1866

POINT OF
DIVERSION: T04N R02W S24 NENE Within ADA County

PURPOSE AND
PERIOD OF USE:

PURPOSE OF USE	PERIOD OF USE	QUANTITY
IRRIGATION	3/15 11/15	15.400 CFS

Diversion for irrigation under this water right prior to April 1 and after October 31 shall occur only when the natural flow in the Boise River below the Star Bridge in Township 04 North, Range 01 West, Section 18, NE¼ of the SE¼ of the SE¼, Boise Meridian (approximate river mile 33.9) is sufficient for water to be available for diversion at the point of diversion described above, provided that any such use of this water right prior to April 1 and after October 31 shall be subordinated to water rights for storage in Lucky Peak Reservoir, Lake Lowell, Arrowrock Reservoir, and/or Anderson Ranch Reservoir, as decreed in SRBA Case No. 39576.

PLACE OF USE:

2056 ACRES TOTAL

The boundary encompassing the place of use for this water right is described with a digital boundary as defined by I.C. Section 42-202B(2) and authorized pursuant to I.C. Section 42-1411(2)(h). The data comprising the digital boundary are incorporated herein by reference and are stored on a CD-ROM disk issued in duplicate originals on file with the SRBA District Court and the Idaho Department of Water Resources. A map depicting the place of use is attached hereto to illustrate the place of use described by the digital boundary.

This right when combined with Right Nos. 63-167B and 63-5239 can be used to irrigate up to 2056 present and future acres within the boundary of the Franklin Ditch Company.

OTHER PROVISIONS NECESSARY FOR DEFINITION OR ADMINISTRATION OF THIS WATER RIGHT:

This right is designated as No. 34 in the Stewart Decree and the Boise Water Distribution Report.

This partial decree is subject to such general provisions necessary for the definition of the rights or for the efficient administration of the water rights as may be ultimately determined by the Court at a point in time no later than the entry of a final unified decree. Section 42-1412(6), Idaho Code.

EXPLANATORY MATERIAL: BASIS OF CLAIM - Decreed

Right includes accomplished change in point of diversion pursuant to Section 42-1425, Idaho Code.

DISTRICT COURT-SRBA
TWIN FALLS CO., IDAHO
FILED _____

2007 JUN 19 AM 11 34

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

In Re SRBA)

Case No. 39576)

A Subcase 63-00166B

(Insert water right number)

**STANDARD FORM 1
OBJECTION**

Please fill in the following information:

B

NAME AND ADDRESS OF PERSON OBJECTING

Name: Pioneer Irrigation District

Address: PO Box 426

Caldwell Idaho 83606

Daytime Phone: (208) 459-3617

Name & Address of Attorney, if any:

Scott L. Campbell

Moffatt Thomas Barrett Rock & Fields

PO Box 829, Boise, Idaho 83701

C

CLAIMANT OF WATER RIGHT AS LISTED IN DIRECTOR'S REPORT

Name: Franklin Ditch Co.

Address: c/o Helen I. Larson

8500 Joplin Rd., Caldwell Idaho 83605

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

1. ☒ **Name and Address**
Should be: _____
2. ☒ **Source**
Should be: _____
3. ☒ **Quantity**
Should be: _____
4. ☒ **Priority Date**
Should be: _____
5. ☒ **Point(s) of Diversion**
Should be: _____
6. ☐ **Instream Flow Description**
Should be: _____
7. ☒ **Purpose(s) of Use**
Should be: _____
8. ☒ **Period of Year**
Should be: _____
9. ☒ **Place of Use**
Should be: _____
11. **I object because:**
 - ☒ This water right should not exist.
 - ☐ This water right was not recommended, but should be recommended with the elements described above.

E REASONS SUPPORTING OBJECTION(S):

This water right should be recommended as No. 63-00166A, as claimed by Pioneer Irrigation District, based upon historic diversion, delivery, and use by the Pioneer Irrigation District through its system of canals and laterals. A true and correct copy of the claim is attached hereto as Attachment 1.

E

VERIFICATION (Must be Completed)

State of Idaho)
County of Ada)ss.

Scott L. Campbell, duly sworn, upon oath, deposes and says:
(Name of person filing objection)

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

(Signature of person filing objection)

Scott L. Campbell
(Attorney signing in representative capacity)

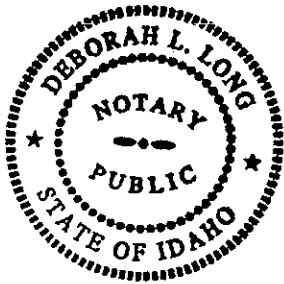
Subscribed and sworn to before me on:

Deborah Long 6/19/07

Deborah Long
Notary Public for Idaho

Residing at: Boise

My Commission Expires: 10/10/07



INSTRUCTIONS FOR MAILING

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



CERTIFICATE OF MAILING

I certify that on June 19, 2007, I mailed the original and copies of this objection, including all attachments, to the following persons:

1. Original to:

Clerk of the District Court
Snake River Basin Adjudication
253 Third Avenue North
PO Box 2707
Twin Falls, ID 83303-2707

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

Name: Franklin Ditch Co.

Address: c/o Helen I. Larson
8500 Joplin Rd., Caldwell Idaho 83605

3. Copies to:

IDWR Document Depository
PO Box 83720
Boise, ID 83720-0098

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

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

mailing on Objector's behalf

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 A63-00166
Date Received
Receipt Number

AMENDED
NOTICE OF CLAIM
TO A
WATER RIGHT
ACQUIRED UNDER STATE LAW

RECEIVED
FEB 08 2000
WATER RESOURCES
WESTERN REGION

Please type or print clearly

1. Name of Claimant (s) Pioneer Irrigation District Phone (208) 459-3617
Mailing Address P.O. Box 426, Caldwell, Idaho Zip 83605

2. Date of Priority (Only one (1) per claim) July 3, 1866
3. Source of water supply (a) Boise River
which is tributary to (b) Snake River

4. a. Location of existing point of diversion is: Township 4 N. Range 2 W. Section 24,
1/4 of N.E. 1/4 of N.E. 1/4, Govt. Lot, B.M., County of Canyon
Additional points of diversion if any: See Attachment A

b. If instream flow, beginning point of claimed instream flow is:
Township _____ Range _____ Section _____, _____ 1/4 of _____ 1/4 of _____ 1/4,
Govt. Lot _____ B.M., County of _____
ending point is: Township _____ Range _____ Section _____, _____ 1/4 of _____ 1/4 of _____ 1/4,
Govt. Lot _____ B.M., County of _____

5. Description of existing diversion works (Dams, Reservoirs, Ditches, Wells, Pumps, Pipelines, Headgates, Etc),
including the dates of any changes or enlargements in use, the dimensions of the diversion works as
constructed and as enlarged and the depth of each well. Concrete diversion dam in Boise River
to headgate and Caldwell Highline Canal to lateral ditches.

6. Water is claimed for the following purposes:

(both dates are inclusive)

(cfs)

(acre feet)

For irrigation

purposes from 3/15

11/15

_amount 15.40

or

For

purposes from

to _____

_ amount

or

For

purposes from

to _____

amount

or

For

purposes from

to

amount

7. Total quantity claimed (a)

15 40

(cfs) and/or (b)

b1

(acre feet)

8. Total consumptive use claimed is

acre feet per annum.

9. Non-irrigation uses; describe fully (eg. Domestic: Give number of households served; Stockwater: Type and number of livestock Etc.) _____

10. Description of place of use:

a. If water is for irrigation, indicate acreage in each subdivision in the tabulation below.

b. If water is used for other purposes, place a symbol of use (example: D for Domestic) in the corresponding place of use below. See instructions for standard symbols

[illegible]

Total number of acres irrigated 34,047.16

11. In which county (ies) are lands listed above as place of use located? Ada/Canyon

12. Do you own the property listed above as place of use? Yes _____ No x
If your answer is No, describe in Remarks below the authority you have to claim this water right.

13. Describe any other water rights used at the same place and for the same purposes as described above.

14. Remarks: Pioneer Irrigation District provides water delivery to the privately owned lands within its service area. Claim to this water right is based upon an agreement Attachment B hereto) between the Franklin Ditch Company and the Idaho and Oregon Land Improvement Company, the predecessor in interest to Pioneer Irrigation District. The claim is also based upon the historic use and practice which has existed since the date of that agreement.

Last Name Pioneer Ident No. A63-00166

ATTACHMENT ONE

T. 3 N., R. 1 E., Section 23,
S.W. 1/4 of N.W. 1/4.

This "point of diversion" is a concrete diversion structure with flashboards which regulates the flow of the south and north channels of the Boise River. It is located at the east end of Eagle Island and permits diversion of sufficient amounts of water down the south channel of the Boise River to permit Pioneer Irrigation District to divert its water into the Phyllis and Caldwell Highline canals.

1350m
Franklin Ditch Co.

To

Idaho & Oregon Land Imp. Co.

This agreement made this second day of October A. D. 1883, by and between the Franklin Ditch Company a corporation, organized under the laws of Idaho Territory the party of the first part and the Idaho & Oregon Land Improvement Company, a corporation organized under the laws of the State of Colorado, the party of the second part,

Witnesseth: Whereas the party of the first part is the claimant of and in possession of a certain Water Right and irrigating ditch taking water out of Boise River or its Sloughs, on the south side of the River, on the farm of William Frost, about Seven or Eight miles above the town of Middleton in Ada County, Idaho Territory by means of a ditch and through the sloughs of said River for the irrigation of the lands of the Shareholders of said company: and whereas said party of the second part desires to acquire said Water right and ditch and to enlarge and extend the same for the irrigation of lands below those now covered by it.

Now, therefore, said party of the first part acting by and through its board of Trustees, for and in consideration of the conveyance of thirteen hundred and fifty inches of Water by said party of the second part, to said party of the first part; or to such persons being its shareholders, as it may designate, in such several shares as it may designate, covenants and agrees to convey to said party of the second part all its said Water Right and ditches at any time on or before the first day of May 1884, upon the performance by said party of the second part, of its covenants and agreements as herein after contained and the execution and delivery of the deeds as hereinafter mentioned.

EXHIBIT "A"

Attachment B
No. 63-00166

PID000192

It is understood and agreed that said conveyance or conveyances shall be sufficient to vest the first thirteen hundred and fifty inches of water carried by said ditch and to convey the same, appurtenant to said lands in such severall interests as may be designated by the party of the first part, free and clear of all expenses costs and charges for the construction, repair, and maintenance of said ditch forever. That said ditch/^{water} shall only be appurtenant to and shall only be used upon the lands now owned, entered, occupied or claimed by the shareholders of the party of the first part, but may be taken at any time or place by said shareholders, their successors or assigns for that purpose, but when not desired for that purpose, shall not be taken from said ditch.

The party of the second part is to have the necessary right of way for said ditch over the lands of the shareholders of the party of the first part, without charge therefor.

The party of the second part is to have immediate possession of the premises, but if this agreement is not duly executed and delivered by the party of the second part, on or before the first day of November next, such possession shall be surrendered and all work and improvements forfeited.

The Expense of all conveyances shall be borne equally by the parties hereto.

Time is the essence of this agreement and if said party of the second part shall fail or omit to enlarge said ditch or to convey said water as aforesaid, on or before said first day of May next, or shall be unable on said day to furnish and supply said thirteen hundred and fifty inches of water on said day or when required thereafter, there and in that case the party of the first part shall be released from all obligations to make its said conveyance and the said party of the second part shall forfeit

And in consideration of the foregoing agreement said party of the second part, acting by and through its corporate officers thereunto duly authorized by its Board of Trustees, Covenants and agrees to and with said party of the first part that it will, before the first day of May next, enlarge said ditch from the point where the water is taken from Boise River to where the line of the ditch crosses what is known as Mason Creek, and will on or before said day convey by good and sufficient deed of conveyance, to the said party of the first part, or at the option of the said party of the first part, to such persons as the party of the first part may designate, they being shareholders of the party of the first part, and as appurtenant to the lands now owned, entered occupied or claimed by the said shareholders, one thousand three hundred and fifty (1350) Statutory inches of Water, to be taken by the party of the first part, or its said shareholders or their grantees from the ditch of the party of the second part, or from any slough along the line of said ditch, at such point or points, as said party of the first part or said shareholders, or their grantees, may from time to time prefer, and said party of the second part further covenants and agrees, to leave at all times at least three hundred and fifty (350) inches of water in what is known as the outside or South Slough, into which the ditch of the party of the first part now empties near the Bluff, and not less than Eight hundred (800) inches of water in what is known as the Back Slough that leaves the main slough about twenty feet above the head gate of the party of the first part, said slough water being for the use of said shareholders and their grantees, over and above thirteen hundred and fifty inches to be taken from the ditch as aforesaid. Said party of the second part further agrees to bridge all public roads crossed by said ditch and to bridge at least three private roads or trails, sufficient to cross cattle and stock at points to be designated by the party of the first part.

all rights under this agreement and all work and improvements on said premises and all claim thereto shall upon demand quit and surrender the premises to the party of the first part or its assigns.

In Witness Whereof, said party of the first part has by resolution of its board of Trustees, caused this agreement to be signed by its Trustees and sealed with their private seals said company having no corporate seal, and said party of the second part has by resolution of its Board of Trustees caused this agreement to be subscribed by its President and Secretary and its corporate seal to be hereunto affixed.

In Duplicate

Thomas Wheatley (Seal)

G. W. Wootan (Seal)

his
Robert I White (Seal)
mark

Trustees Franklin Ditch Company
A. Caldwell, Pres. I & O.L.I.Co.

Attest (Seal)

H. C. Wallace, Secretary

Territory of Idaho)
County of Ada) ss

On this 2nd day of October A. D. 1883, personally appeared, before me H. R. Jenkins, a Justice of the Peace, in and for said Ada County, Thomas Wheatley, G. W. Wootan and Robert White, whose names are subscribed to the annexed instrument as parties thereto, personally known to me to be the same persons described in and who executed the said annexed instrument as parties thereto, who each of them acknowledged to me that they each of them respectively, executed the same freely and voluntarily and for the uses and purposes therein mentioned.

Franklin Ditch Co.

To

Idaho & Oregon Land Imp Co.

This agreement made this second day of October A.D.

1883, by and between the Franklin Ditch Company, a corporation, organized under the laws of Idaho Territory the party of the first part and the Idaho & Oregon Land Improvement Company, a corporation organized under the laws of the State of Colorado, the party of the second part,

WITNESSETH: Whereas the party of the first part is the claimant of and in possession of a certain Water Right and irrigating ditch tak water out of Boise River or its sloughs, on the south side of the River, on the farm of William Frost, about Seven or Eight miles above the town of Middleton in Ada County, Idaho Territory by means of a ditch and through the sloughs of said River for the irrigation of the lands of the Shareholders of said Company; and whereas said party of the second part desires to acquire said water right and ditch and to enlarge and extend the same for the irrigation of lands below those now covered by it.

Now therefore, said party of the first part acting by and through its Board of Trustees, for and in consideration of the conveyance of thirteen hundred and fifty inches of water by said party of the second part, to said party of the first part, or to such persons being its shareholders, as it may designate, in such several shares as it may designate, covenants and agrees to convey to said party of the second part all its said Water Right and ditches at any time on or before the first day of May, 1884, upon the performance by said second party, of its covenants and agreements as herein after contained and the execution and delivery of the deeds as hereinafter mentioned.

And in consideration of the foregoing agreement said party of the second part, acting by and through its corporate officers thereunto duly authorized by its Board of Trustees, Covenants and agrees to and with said party of the first part that it will, before the first day of May next, chlarge said ditch from the point where the water is taken from Boise River to where the line of the ditch crosses what is known as Mason Creek, and will on or before said day convey by good and sufficient deed of conveyance, to the said party of the first part, or at the option of the said party of the first part, to such persons as the party of the first part may designate, they being shareholders of the party of the first part, and as appurtenant to the lands now owned, entered occupied or claimed by the said shareholders, one thousand three hundred and fifty (1350) Statutory inches of Water to be taken by the party of the first part, or its said shareholders or their grantees from the ditch of the party of the second part, or from any slough along the line of said ditch, at such point or points, as said party of the first part or said shareholders, or their grantees, may from time to time prefer, and said party of the second part further covenants and agrees to leave at all times at least three hundred and fifty (350) inches of water in what is known as the outside or South Slough, into which the ditch of the party of the first part now empties near the Bluff, and not less than Eight Hundred (800) inches of water in what is known as the Back Slough that leaves the main slough about twenty feet above the head gate of the party of the first part, said slough water being for the use of said shareholders and their grantees, over and above the thirteen hundred and fifty inches to be taken from the ditch as aforesaid.

Said party of the second part further agrees to bridge all public roads crossed by said ditch and to bridge at least three private roads or trails, sufficient to cross cattle and stock at points to be designated by the party of the first part.

It is understood and agreed that said conveyance or conveyances shall be sufficient to vest the first thirteen hundred and fifty inches of water carried by said ditch and to convey the same, appurtenant to said lands in such severall interests as may be designated by the party of the first part, free and clear of all expenses costs and charges, for the construction, repair, and maintenance of said ditch forever. That said ditch water shall only be appurtenant to and shall only be used upon the lands now owned, entered, occupied or claimed by the shareholders of the party of the first part, but not be taken at any time or place by said shareholders, their successors or assigns for that purpose, but when not desired for that purpose shall not be taken from said ditch.

The party of the second part is to have the necessary right of way for said ditch over the lands of the shareholders of the part of the first part, without charge therefor.

The party of the second part is to have immediate possession of the premises, but if this agreement is not duly executed and delivered by the party of the second part, on or before the first day of November next, such possession shall be surrendered and all work and improvements forfeited.

The expense of all conveyances shall be borne equally by the parties hereto.

Time is the essence of this agreement and if said party of the second part shall fail or omit to enlarge said ditch or convey said water as aforesaid, on or before said first day of May next, or shall be unable on said day to furnish and supply said thirteen hundred and fifty inches of water on said day or when required thereafter, then and in that case the party of the first part shall be released from all obligations to make its said conveyance and the said party of the second part shall forfeit all rights under this agreement and all work and improvements on said premises and all claim thereto shall upon demand quit and surrender the premises to the party of the first part or its assigns.

In Witness Whereof, said party of the first part has by resolution of its board of Trustees caused this agreement to be signed by its Trustees and sealed with their private seals said company having no corporate seal, and said party of the second part has by resolution of its Board of Trustees caused this agreement to be subscribed by its President and Secretary and its corporate seal to be hereunto affixed.

In Duplicate

Thomas Wheatley (Seal)

G. W. Wootan (Seal)

his
Robert X White (Seal)
mark

Trustees Franklin Ditch Company,

A Caldwell,

Pres. I & O L I Co.

Attest (Seal)

H C Wallace, Secretary.

Territory of Idaho } ss
County of Ada }

On this 2nd day of October A.D. 1883, personally appeared before me M R Jenkins, a Justice of the Peace, in and for said Ada County, Thomas Wheatley, G W Wootan and Robert White, whose names are subscribed to the annexed instrument as parties thereto, personally known to me to be the same persons described in and who executed the said annexed instrument as parties thereto, who each of them acknowledged to me that they each of them respectively, executed the same freely and voluntarily and for the uses and purposes therein mentioned.

In Witness Whereof, I have hereunto set my hand and affixed my seal the day and year in this certificate first above written.

M R Jenkins,

Justice of the Peace.

Territory Of Idaho }
County of Alturas } ss

On the 27th day of October one thousand eight hundred and eighty three, personally appeared before me, C B Fox a Notary Public in and for the County of Alturas, A. Caldwell, President and H. C. Wallace, Secretary of the Idaho & Oregon Land Improvement Company, a corporation and whose names --- subscribed to the annexed instrument as parties thereto personally known to me to be the same persons described in and who executed the said annexed instrument as parties thereto as President and Secretary of said Company, who duly acknowledged to me that they executed the same freely and voluntarily and for the purposes and uses therein mentioned.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

C. B. Fox,
Notary Public

(Seal)

C and B

B1 P296

Compared

Indexed.

Recorded at the request of Thomas Wheatley Dec. 3rd 1883 at 10 o'clock A.M.

B. S. Prickett,
Recorder

May 29, 1940

STATEMENT BY TURNER AND WELSH.

Franklin Ditch Company contract.

Agreement between that company and Idaho and Oregon Land Improvement Company, dated October 2, 1883, covers 1350 inches of water, but Turner thinks there are now 2150 inches involved.

In the Stewart decree the Franklin Ditch Company has the following rights:

Right No. 34, 6/1/66 770 inches
Right No. 77, 10/29/80 1380 inches.

We should investigate as to how the water above the 1350 inches was taken over by P. I. D.

The majority of Franklin water is all taken out of Highline canal north of Franklin road. Nine points of diversion above Franklin road to the headgate and six below.

John says Franklin rights are cut the same as other rights, except that when the latest Franklin right would be entitled to be cut entirely off P.I.D. continues to deliver to Franklin the same percentage as to its other users. This has been the practice for a number of years. But he is not sure P.I.D. would be required to do that under its Franklin contract.

Welsh says there is a possibility that when this agreement was made the Franklin water was the only water in the ditch and the only water referred to.

At the time P.I.D. transferred right No. 90 from Highline to Phyllis there was a hearing before the State Engineer. Walter Griffiths represented Highline users and Welsh thinks there is considerable testimony in that file as to these rights. Right No. 90 was decreed to P.I.D. for Highline canal and that right was later than the date of this contract and had a priority of 1884.

A. L. KULSTON, Pres.
W. T. CALLAWAY
R. A. COWD
WILLIAM S. I
S. L. BALL
A. K. STEINENBERG,
Treasurer

PIONEER IRRIGATION DISTRICT
Canyon and Ada Counties. Pr. Caldwell, Idaho
H. M. HEDGERS, - - SECRETARY AND SUPERINTENDENT

Phyllis Canal, 25 m
covering 25,000 Acs
Caldwell High Edge
miles long, covers
Acres
Cost of System, \$
Owned and operates
same.

Office of the Pioneer Irrigation District.

Caldwell Ida Apr 26th 1905

We the undersigned constituting a majority of the Board of Directors of the Pioneer Irrigation District do hereby call a special meeting of the Board of Directors for the purpose of considering the advisability of bearing a part of the expense of defending the water right of the Franklin Ditch Co.

^{25th}
April 26th 1905.

The time of special meeting is set for 4 P.M.

N. S. Dike
W. T. Callaway
L. E. Grunick

Aug 7, 1926

We the directors of the Franklin
Ditch Company agree to assume the
responsibility for damages that may
be incurred by the requested number
of inches of water turned from the
High Line Ditch into the south
slough under the contract of the
Franklin Ditch Company with Idaho
and Oregon Land Imp Co.

Pott. M. White (Pres)

J. T. Bales

Walter Thomas

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 63-00167A

Date Received

Receipt Number

RECEIVED

MAR 03 2005

WATER RESOURCES
WESTERN REGION

2ND AMENDED
NOTICE OF CLAIM
TO A
WATER RIGHT
ACQUIRED UNDER STATE LAW

Attorney: Scott L. Campbell
Moffatt, Thomas, Barrett,
Rock & Fields, Chartered
P. O. Box 829
Boise, Idaho 83706
(208) 345-2000

Please type or print clearly

1. Name of Claimant (s) Pioneer Irrigation District Phone (208) 459-3617
Mailing Address PO Box 426, Caldwell, Idaho Zip 83606
2. Date of Priority (Only one (1) per claim) October 29, 1880
3. Source of water supply (a) Boise River
which is tributary to (b) Snake River
4. a. Location of existing point of diversion is: Township _____ Range _____ Section _____,
_____ 1/4 of _____ 1/4 of _____ 1/4, Govt. Lot, _____ B.M., County of _____
Additional points of diversion if any: Please see Attachment A
- b. If instream flow, beginning point of claimed instream flow is:
Township _____ Range _____ Section _____, _____ 1/4 of _____ 1/4 of _____ 1/4,
Govt. Lot _____ B.M., County of _____
ending point is: Township _____ Range _____ Section _____, _____ 1/4 of _____ 1/4 of _____
_____ 1/4, Govt. Lot _____ B.M., County of _____
5. Description of existing diversion works (Dams, Reservoirs, Ditches, Wells, Pumps, Pipelines, Headgates, Etc),
including the dates of any changes or enlargements in use, the dimensions of the diversion works as
constructed and as enlarged and the depth of each well.
Concrete diversion dam in Boise River to headgate and Caldwell Highline Canal to lateral ditches.

6. Water is claimed for the following purposes:

(both dates are inclusive)

(cfs)

(acre feet)

For irrigation purposes from 3/15 to 11/15 amount 27.60 or _____
For _____ purposes from _____ to _____ amount _____ or _____
For _____ purposes from _____ to _____ amount _____ or _____
For _____ purposes from _____ to _____ amount _____ or _____

7. Total quantity claimed (a) 27.60 (cfs) and/or (b) _____ (acre feet)

8. Total consumptive use claimed is _____ acre feet per annum.

9. Non-irrigation uses; describe fully (eg. Domestic: Give number of households served; Stockwater: Type and number of livestock Etc.) _____

10. Description of place of use:

- If water is for irrigation, indicate acreage in each subdivision in the tabulation below.
- If water is used for other purposes, place a symbol of use (example: D for Domestic) in the corresponding place of use below. See instructions for standard symbols.

TWP	RNG	SEC	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE1/4	NW1/4	SW1/4	SE1/4	NE1/4	NW1/4	SW1/4	SE1/4	NE1/4	NW1/4	SW1/4	SE1/4	NE1/4	NW1/4	SW1/4	SE1/4	

Total number of acres irrigated 34,204.61

11. In which county (ies) are lands listed above as place of use located? Ada/Canyon

12. Do you own the property listed above as place of use? Yes _____ No x
If your answer is No, describe in Remarks below the authority you have to claim this water right.

13. Describe any other water rights used at the same place and for the same purposes as described above.
Please see Attachment B

or None (☐)

14. Remarks:

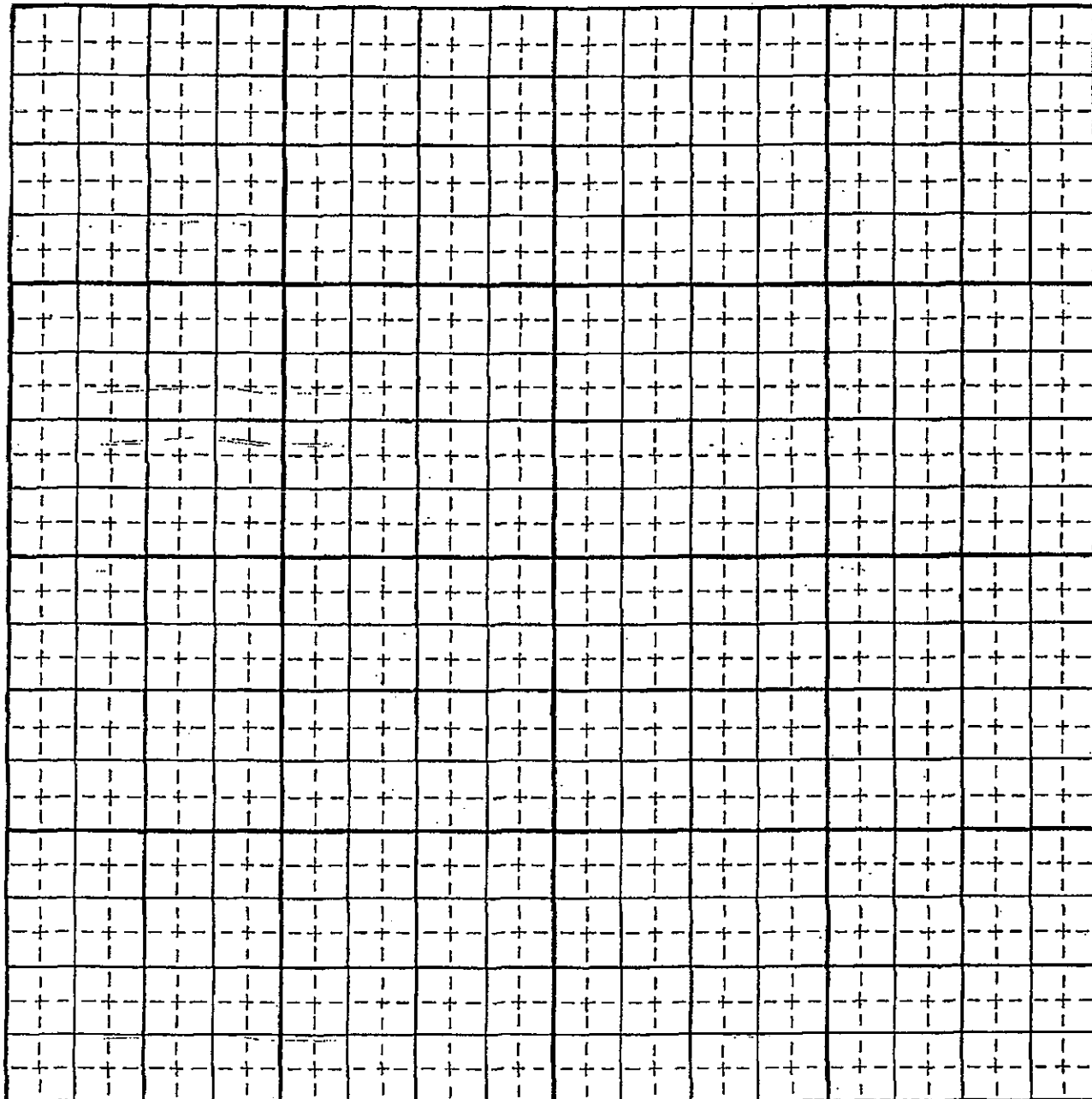
For irrigation of lands under canal system. Claimant is an irrigation district duly organized and existing under the laws of the State of Idaho. Claimant provides water delivery to privately owned lands within its service area. Claim to this water right is based upon an Agreement between the Franklin Ditch Company and the Idaho and Oregon Land Improvement Company, the predecessor in interest to Pioneer Irrigation District, as well as the historic use and practice which has existed since the date of that Agreement.

Last Name Pioneer Irrigation District Ident No. 63-00167A

BOI_MTI:562086.1

Map of Project: show clearly the point of diversion, place of use, section number, township, and range number.

Scale: 2 inches equals 1 mile Please see attachments to initial claim filing for 63-00224.



Last Name Pioneer Irrigation District Ident No. 63-00167A

BOI_MT1:562086.1

15. Basis of Claim (check one) Beneficial Use _____ Posted Notice _____ License _____ Permit _____
Decree X

If applicable provide IDWR Water Right Number _____

Court _____ Case Number _____ Decree Date 1/18/1906

Plaintiff vs Defendant Farmers Co-Op Ditch Company v. Riverside Irrigation District

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 2

For individuals: I do solemnly swear or affirm that the statements contained in the foregoing document are true and correct.

Signature of Claimant (s) _____

Date _____

Date _____

For Organizations: I do solemnly swear or affirm that I am President

of Pioneer Irrigation District

Title _____

, that I have signed the foregoing

document in the space below as President

of Pioneer Irrigation District

Title _____

Organization _____

and that the statements contained in the foregoing document are true and correct.

Signature of Authorized Agent _____

Title and Organization President, Pioneer Irrigation District

Date 2/23/05

State of Idaho/or _____ }
County of Canyon } SS.

Subscribed and sworn to before me this 23rd day of February, 2005

Notary Public Lawrence L. Fowler

Residing at Boise, ID

My Commission Expires 7/16/2010

Please Print Name

17. Notice of Appearance

Notice is hereby given that I, Scott L. Campbell will be acting as attorney at law on behalf of the claimant signing above, and that all notices required by law to be mailed by the director to the claimant signing above should be mailed to me at the address listed below.

Signature Scott L. Campbell

Address Moffatt Thomas, P.O. Box 829, Boise, Idaho 83701

Date 3/01/05

Last Name Pioneer Irrigation District Ident. Number 63-00167A

BOL_MT1562085.1

PID000207

ATTACHMENT A

Points of Diversion:

Eagle Island Diversion:

SW 1/4, SE 1/4, NW 1/4, Section 23, Township 4N, Range 1E, Ada County, Idaho

This point of diversion is a concrete diversion structure with flashboards which regulates the flow of the south and north channels of the Boise River. It is located at the east end of Eagle Island and permits diversion of sufficient amounts of water down the south channel of the Boise River to permit Pioneer Irrigation District to divert its water into the Phyllis and Caldwell Highline Canals.

Phyllis Canal Diversion:

SW 1/4, SE 1/4, NW 1/4, Section 24, Township 4N, Range 1 W, Ada County, Idaho

This point of diversion is a concrete diversion structure with flashboards and one automatic radio gate which controls desired amounts of water from the Boise River. It is located east of Linder Road on the south channel of the Boise River and permits diversion of sufficient amounts of water down the south channel to permit Pioneer Irrigation District to divert its water into the Phyllis Canal.

Caldwell Highline Canal Diversion:

NE 1/4, NE 1/4, Section 24, Township 4N, Range 2W, Ada County, Idaho

This point of diversion is a concrete diversion structure with flashboards which regulates the flow of south channel of the Boise River. It is located west of Star Road on the south channel of the Boise River and permit diversion of sufficient amounts of water down the south channel to permit Pioneer Irrigation District to divert its water into the Caldwell Highline Canal.

ATTACHMENT B

13. Describe any other water rights used at the same place and for the same purposes as described above:

63-00161BU

63-00166A

63-00167A

63-00179

63-00224

63-00225

63-00294

63-00295

63-00371

63-02275

63-02276

63-02294

63-02529

63-02891

63-05199

63-05200

63-05219

63-05237

63-05255

63-09109

63-11622

63-21731

63-21739

BOI_MT2:502057.1

DISTRICT COURT-SRBA
TWIN FALLS CO., IDAHO
FILED _____

2007 JUN 19 AM 11 31

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

In Re SRBA)

A Subcase 63-00167A

(Insert water right number)

Case No. 39576)

STANDARD FORM 1
OBJECTION

Please fill in the following information:

B

NAME AND ADDRESS OF PERSON OBJECTING

Name: Pioneer Irrigation District

Address: PO Box 426

Caldwell Idaho 83606

Daytime Phone: (208) 459-3617

Name & Address of Attorney, if any:

Scott L. Campbell

Moffatt Thomas Barrett Rock & Fields

PO Box 829, Boise, Idaho 83701

C

CLAIMANT OF WATER RIGHT AS LISTED IN DIRECTOR'S REPORT

Name: Pioneer Irrigation District

Address: PO Box 426

Caldwell Idaho 83606

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

1. ☒ **Name and Address** as claimed
Should be: _____
2. ☒ **Source** as claimed
Should be: _____
3. ☒ **Quantity** as claimed
Should be: _____
4. ☒ **Priority Date** as claimed
Should be: _____
5. ☒ **Point(s) of Diversion** as claimed
Should be: _____
6. ☐ **Instream Flow Description**
Should be: _____
7. ☒ **Purpose(s) of Use** as claimed
Should be: _____
8. ☒ **Period of Year** as claimed
Should be: _____
9. ☒ **Place of Use** as claimed
Should be: _____

11. I object because:

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

E REASONS SUPPORTING OBJECTION(S):

This water right should be recommended as claimed based upon historic diversion, delivery, and use by the Pioneer Irrigation District through its system of canals and laterals. A true and correct copy of the claim is attached hereto as Attachment 1.

F.

VERIFICATION (Must be Completed)

State of Idaho)
) ss.
County of Ada)

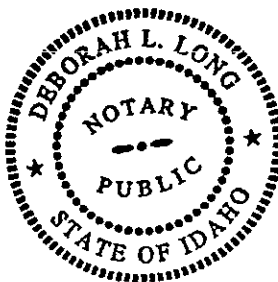
Scott L. Campbell
(Name of person filing objection), duly sworn, upon oath, deposes and says:

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

(Signature of person filing objection)

Scott L. Campbell
(Attorney signing in representative capacity)

Subscribed and sworn to before me on: 6/19/07



Deborah Long
Notary Public for Idaho
Residing at: Boise
My Commission Expires: 10/10/07

INSTRUCTIONS FOR MAILING

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



CERTIFICATE OF MAILING

I certify that on June 19, 2007, I mailed the original and copies of this objection, including all attachments, to the following persons:

1. Original to:

Clerk of the District Court
Snake River Basin Adjudication
253 Third Avenue North
PO Box 2707
Twin Falls, ID 83303-2707

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

Name: Pioneer Irrigation District

Address: PO Box 426

Caldwell, Idaho 83606

3. Copies to:

IDWR Document Depository
PO Box 83720
Boise, ID 83720-0098

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

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

mailing on Objector's behalf

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLSIN RE THE GENERAL ADJUDICATION
OF RIGHTS TO THE USE OF WATER FROM
THE SNAKE RIVER BASIN WATER SYSTEM

CIVIL CASE NUMBER: 39576

Ident. Number A63-00167A

Date Received

Receipt Number

AMENDED
NOTICE OF CLAIM
TO A
WATER RIGHT
ACQUIRED UNDER STATE LAWRECEIVED
FEB 08 2000
WATER RESOURCES
WESTERN REGION

Please type or print clearly

1. Name of Claimant (s) Pioneer Irrigation District Phone (208) 459-3617Mailing Address P.O. Box 426, Caldwell, Idaho Zip 836052. Date of Priority (Only one (1) per claim) October 29, 18803. Source of water supply (a) Boise River
which is tributary to (b) Snake River4. a. Location of existing point of diversion is: Township 4 N. Range 2 W. Section 24,
1/4 of NE 1/4 of NE 1/4, Govt. Lot, B.M., County of CanyonAdditional points of diversion if any: See Attachment A

b. If instream flow, beginning point of claimed instream flow is:

Township _____ Range _____ Section _____, _____ 1/4 of _____ 1/4 of _____ 1/4,

Govt. Lot _____ B.M., County of _____

ending point is: Township _____ Range _____ Section _____, _____ 1/4 of _____ 1/4 of _____

_____ 1/4, Govt. Lot _____ B.M., County of _____

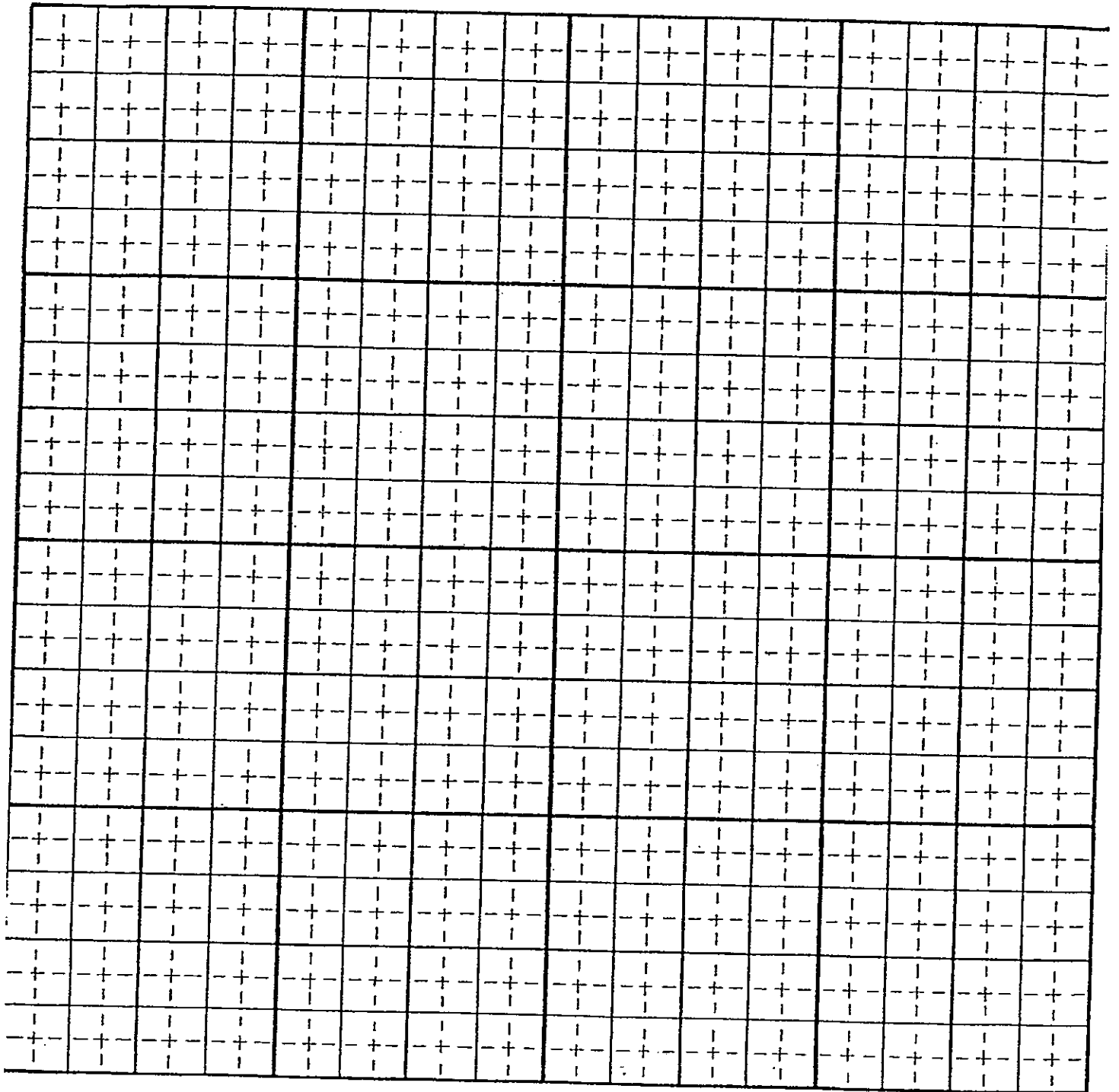
5. Description of existing diversion works (Dams, Reservoirs, Ditches, Wells, Pumps, Pipelines, Headgates, Etc),
including the dates of any changes or enlargements in use, the dimensions of the diversion works as
constructed and as enlarged and the depth of each well. Concrete diversion dam in Boise River
to headgate and Caldwell Highline Canal to lateral ditches

PID000215

Map of Project: show clearly the point of diversion, place of use, section number, township, and range number.

Scale: 2 inches equals 1 mile

See Exhibits A, A(1), A(2), A(3), B and C to Claim No. 63-00224.



Last Name Pioneer Ident No. A63-00167_A

15. Basis of Claim (check one) ☒ Special Use ☐ Posted Notice ☐ Inse ☐ Permit

If applicable provide IDWR Water Right Number A63-00167

Court _____ Case Number _____ Decree Date 1/18/1906
Plaintiff vs Defendant Farmers Co-op Ditch Co. v. Riverside Irr. Dist.

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 Individuals: I do solemnly swear or affirm that the statements contained in the foregoing document are true and correct.

Signature of Claimant (s) _____

Date _____

Date _____

For Organizations: I do solemnly swear or affirm that I am President

of Pioneer Irrigation District

Title

Organization

, that I have signed the foregoing

document in the space below as President

Title

of Pioneer Irrigation District

Organization

and that the statements contained in the foregoing document are true and correct.

Signature of Authorized Agent John M. Owen

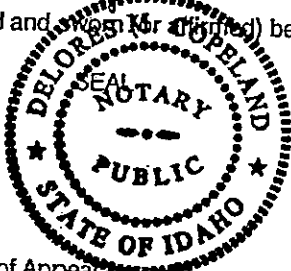
Title and Organization President, Pioneer Irrigation District

Date 2-7-2000

State of Idaho/or _____)

County of Canyon) SS.

Subscribed and signed (or attested) before me this 7 day of February 2000



Notary Public Delores M. Copeland

Residing at Caldwell, Id - Canyon City

My Commission Expires 10-21-04

Please Print Name

17. Notice of Appearance

Notice is hereby given that I, Scott L. Campbell will be acting as attorney at law on behalf of the claimant signing above, and that all notices required by law to be mailed by the director to the claimant signing above should be mailed to me at the address listed below.

Signature Scott L. Campbell

Address P.O. Box 1539, Boise, Idaho 83701-1539

Date 2/7/2000

Last Name Pioneer Ident. Number A63-00167A

ATTACHMENT ONE

T. 3 N., R. 1 E., Section 23,
S.W. 1/4 of N.W. 1/4.

This "point of diversion" is a concrete diversion structure with flashboards which regulates the flow of the south and north channels of the Boise River. It is located at the east end of Eagle Island and permits diversion of sufficient amounts of water down the south channel of the Boise River to permit Pioneer Irrigation District to divert its water into the Phyllis and Caldwell Highline canals.

Attachment A
No. 63-00167A

PID000218

12
Franklin Ditch Co.

To

Idaho & Oregon Land Imp. Co.

This agreement made this second day of October A. D. 1883, by and between the Franklin Ditch Company a corporation, organized under the laws of Idaho Territory the party of the first part and the Idaho & Oregon Land Improvement Company, a corporation organized under the laws of the State of Colorado, the party of the second part,

Witnesseth: Whereas the party of the first part is the claimant of and in possession of a certain Water Right and irrigating ditch taking water out of Boise River or its Sloughs, on the south side of the River, on the farm of William Frost, about Seven or Eight miles above the town of Middleton in Ada County, Idaho Territory by means of a ditch and through the sloughs of said River for the irrigation of the lands of the Shareholders of said company: and whereas said party of the second part desires to acquire said Water right and ditch and to enlarge and extend the same for the irrigation of lands below those now covered by it.

Now, therefore, said party of the first part acting by and through its board of Trustees, for and in consideration of the conveyance of thirteen hundred and fifty inches of Water by said party of the second part, to said party of the first part; or to such persons being its shareholders, as it may designate, in such several shares as it may designate, covenants and agrees to convey to said party of the second part all its said Water Right and ditches at any time on or before the first day of May 1884, upon the performance by said party of the second part, of its covenants and agreements as herein after contained and the execution and delivery of the deeds as hereinafter mentioned.

EXHIBIT "A"

Attachment B
No. 63-00167A

It is understood and agreed that said conveyance or conveyances shall be sufficient to vest the first thirteen hundred and fifty inches of water carried by said ditch and to convey the same, appurtenant to said lands in such several interests as may be designated by the party of the first part, free and clear of all expenses costs and charges for the construction, repair, and maintenance of said ditch forever. That said ditch/^{water} shall only be appurtenant to and shall only be used upon the lands now owned, entered, occupied or claimed by the shareholders of the party of the first part, but may be taken at any time or place by said shareholders, their successors or assigns for that purpose, but when not desired for that purpose, shall not be taken from said ditch.

The party of the second part is to have the necessary right of way for said ditch over the lands of the shareholders of the party of the first part, without charge therefor.

The party of the second part is to have immediate possession of the premises, but if this agreement is not duly executed and delivered by the party of the second part, on or before the first day of November next, such possession shall be surrendered and all work and improvements forfeited.

The Expense of all conveyances shall be borne equally by the parties hereto.

Time is the essence of this agreement and if said party of the second part shall fail or omit to enlarge said ditch or to convey said water as aforesaid, on or before said first day of May next, or shall be unable on said day to furnish and supply said thirteen hundred and fifty inches of water on said day or when required thereafter, there and in that case the party of the first part shall be released from all obligations to make its said conveyance and the said party of the second part shall forfeit

And in consideration of the foregoing agreement said party of the second part, acting by and through its corporate officers thereunto duly authorized by its Board of Trustees, Covenants and agrees to and with said party of the first part that it will, before the first day of May next, enlarge said ditch from the point where the water is taken from Boise River to where the line of the ditch crosses what is known as Mason Creek, and will on or before said day convey by good and sufficient deed of conveyance, to the said party of the first part, or at the option of the said party of the first part, to such persons as the party of the first part may designate, they being shareholders of the party of the first part, and as appurtenant to the lands now owned, entered occupied or claimed by the said shareholders, one thousand three hundred and fifty (1350) Statutory inches of Water, to be taken by the party of the first part, or its said shareholders or their grantees from the ditch of the party of the second part, or from any slough along the line of said ditch, at such point or points, as said party of the first part or said shareholders, or their grantees, may from time to time prefer, and said party of the second part further covenants and agrees, to leave at all times at least three hundred and fifty (350) inches of water in what is known as the outside or South Slough, into which the ditch of the party of the first part now empties near the Bluff, and not less than Eight hundred (800) inches of water in what is known as the Back Slough that leaves the main slough about twenty feet above the head gate of the party of the first part, said slough water being for the use of said shareholders and their grantees, over and above thirteen hundred and fifty inches to be taken from the ditch as aforesaid. Said party of the second part further agrees to bridge all public roads crossed by said ditch and to bridge at least three private roads or trails, sufficient to cross cattle and stock at points to be designated by the party of the first part.

all rights under this agreement and all work and improvements on said premises and all claim thereto shall upon demand quit and surrender the premises to the party of the first part or its assigns.

In Witness Whereof, said party of the first part has by resolution of its board of Trustees, caused this agreement to be signed by its Trustees and sealed with their private seals said company having no corporate seal, and said party of the second part has by resolution of its Board of Trustees caused this agreement to be subscribed by its President and Secretary and its corporate seal to be hereunto affixed.

In Duplicate

Thomas Wheatley (Seal)

G. W. Wootan (Seal)

his
Robert I White (Seal)

mark
Trustees Franklin Ditch Company
A. Caldwell, Pres. I & O.L.I.Co.

Attest (Seal)

H. C. Wallace, Secretary

Territory of Idaho)
County of Ada) ss

On this 2nd day of October A. D. 1883, personally appeared, before me H. R. Jenkins, a Justice of the Peace, in and for said Ada County, Thomas Wheatley, G. W. Wootan and Robert White, whose names are subscribed to the annexed instrument as parties thereto, personally known to me to be the same persons described in and who executed the said annexed instrument as parties thereto, who each of them acknowledged to me that they each of them respectively, executed the same freely and voluntarily and for the uses and purposes therein mentioned.

Franklin Ditch Co.

To

Idaho & Oregon Land Imp Co.

This agreement made this second day of October A.D.

1883, by and between the Franklin Ditch Company, a corporation, organized under the laws of Idaho Territory the party of the first part and the Idaho & Oregon Land Improvement Company, a corporation organized under the laws of the State of Colorado, the party of the second part,

WITNESSETH: Whereas the party of the first part is the claimant of and in possession of a certain Water Right and irrigating ditch taking water out of Boise River or its sloughs, on the south side of the River, on the farm of William Frost, about Seven or Eight miles above the town of Middleton in Ada County, Idaho Territory by means of a ditch and through the sloughs of said River for the irrigation of the lands of the Shareholders of said Company; and whereas said party of the second part desires to acquire said water right and ditch and to enlarge and extend the same for the irrigation of lands below those now covered by it.

Now therefore, said party of the first part acting by and through its Board of Trustees, for and in consideration of the conveyance of thirteen hundred and fifty inches of water by said party of the second part, to said party of the first part, or to such persons being its shareholders, as it may designate, in such several shares as it may designate, covenants and agrees to convey to said party of the second part all its said Water Right and ditches at any time on or before the first day of May, 1884, upon the performance by said second party, of its covenants and agreements as herein after contained and the execution and delivery of the deeds as hereinafter mentioned.

And in consideration of the foregoing agreement said party of the second part, acting by and through its corporate officers thereunto duly authorized by its Board of Trustees, Covenants and agrees to and with said party of the first part that it will, before the first day of May next, chlarge said ditch from the point where the water is taken from Boise River to where the line of the ditch crosses what is known as Mason Creek, and will on or before said day convey by good and sufficient deed of conveyance, to the said party of the first part, or at the option of the said party of the first part, to such persons as the party of the first part may designate, they being shareholders of the party of the first part, and as appurtenant to the lands now owned, entered occupied or claimed by the said shareholders, one thousand three hundred and fifty (1350) Statutory inches of Water to be taken by the party of the first part, or its said shareholders or their grantees from the ditch of the party of the second part, or from any slough along the line of said ditch, at such point or points, as said party of the first part or said shareholders, or their grantees, may from time to time prefer, and said party of the second part further covenants and agrees to leave at all times at least three hundred and fifty (350) inches of water in what is known as the outside or South Slough, into which the ditch of the party of the first part now empties near the Bluff, and not less than Eight Hundred (800) inches of water in what is known as the Back Slough that leaves the main slough about twenty feet above the head gat of the party of the first part, said slough water being for the use of said shareholders and their grantees, over and above the thirteen hundred and fifty inches to be taken from ~~the~~ ditch as aforesaid.

Said party of the second part further agrees to bridge all public roads crossed by said ditch and to bridge at least three private roads or trails, sufficient to cross cattle and stock at points to be designated by the party of the first part.

It is understood and agreed that said conveyance or conveyances shall be sufficient to vest the first thirteen hundred and fifty inches of water carried by said ditch and to convey the same, appurtenant to said lands in such several interests as may be designated by the party of the first part, free and clear of all expenses costs and charges, for the construction, repair, and maintenance of said ditch forever. That said ditch water shall only be appurtenant to and shall only be used upon the lands now owned, entered, occupied or claimed by the shareholders of the party of the first part, but may be taken at any time or place by said shareholders, their successors or assigns for that purpose, but when not desired for that purpose shall not be taken from said ditch.

The party of the second part is to have the necessary right of way for said ditch over the lands of the shareholders of the party of the first part, without charge therefor.

The party of the second part is to have immediate possession of the premises, but if this agreement is not duly executed and delivered by the party of the second part, on or before the first day of November next, such possession shall be surrendered and all work and improvements forfeited.

The expense of all conveyances shall be borne equally by the parties hereto.

Time is the essence of this agreement and if said party of the second part shall fail or omit to enlarge said ditch or convey said water as aforesaid, on or before said first day of May next, or shall be unable on said day to furnish and supply said thirteen hundred and fifty inches of water on said day or when required thereafter, there and in that case the party of the first part shall be released from all obligations to make its said conveyance and the said party of the second part shall forfeit all rights under this agreement and all work and improvements on said premises and all claim thereto shall upon demand quit and surrender the premises to the party of the first part or its assigns.

In Witness Whereof, said party of the first part has by resolution of its board of Trustees caused this agreement to be signed by its Trustees and sealed with their private seals said company having no corporate seal, and said party of the second part has by resolution of its Board of Trustees caused this agreement to be subscribed by its President and Secretary and its corporate seal to be hereunto affixed.

In Duplicate

Thomas Wheatley (Seal)

G. W. Wootan (Seal)

his
Robert X White (Seal)
mark

Trustees Franklin Ditch Company,

A Caldwell,

Pres. I & O L I Co.

Attest (Seal)

H C Wallace, Secretary.

Territory of Idaho }
County of Ada } ss

On this 2nd day of October A.D. 1883, personally appeared before me M R Jenkins, a Justice of the Peace, in and for said Ada County, Thomas Wheatley, G W Wootan and Robert White, whose names are subscribed to the annexed instrument as parties thereto, personally known to me to be the same persons described in and who executed the said annexed instrument as parties thereto, who each of them acknowledged to me that they each of them respectively, executed the same freely and voluntarily and for the uses and purposes therein mentioned.

In Witness Whereof, I have hereunto set my hand and affixed my seal the day and year in this certificate first above written.

M R Jenkins,

Justice of the Peace.

Territory Of Idaho }
County of Alturas } ss

On the 27th day of October one thousand eight hundred and eighty three, personally appeared before me, C B Fox a Notary Public in and for the County of Alturas, A. Caldwell, President and H. C. Wallace, Secretary of the Idaho & Oregon Land Improvement Company, a corporation and whose names --- subscribed to the annexed instrument as parties thereto personally known to me to be the same persons described in and who executed the said annexed instrument as parties thereto as President and Secretary of said Company, who duly acknowledged to me that they executed the same freely and voluntarily and for the purposes and uses therein mentioned.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

C. B. Fox,
Notary Public

(Seal)

C and B

B1 P296

Recorded at the request of Thomas Wheatley Dec. 3rd 1883 at 10 o'clock A.M.

Compared

B. S. Prickett,

Indexed.

Recorder

May 29, 1940

STATEMENT BY TURNER AND WELSH.

Franklin Ditch Company contract.

Agreement between that company and Idaho and Oregon Land Improvement Company, dated October 2, 1883, covers 1350 inches of water, but Turner thinks there are now 2150 inches involved.

In the Stewart decree the Franklin Ditch Company has the following rights:

Right No. 34, 6/1/66 770 inches

Right No. 77, 10/29/80 1380 inches.

We should investigate as to how the water above the 1350 inches was taken over by P. I. D.

The majority of Franklin water is all taken out of Highline canal north of Franklin road. Nine points of diversion above Franklin road to the headgate and six below.

John says Franklin rights are cut the same as other rights, except that when the latest Franklin right would be entitled to be cut entirely off P.I.D. continues to deliver to Franklin the same percentage as to its other users. This has been the practice for a number of years. But he is not sure P.I.D. would be required to do that under its Franklin contract.

Welsh says there is a possibility that when this agreement was made the Franklin water was the only water in the ditch and the only water referred to.

At the time P.I.D. transferred right No. 90 from Highline to Phyllis there was a hearing before the State Engineer. Walter Griffiths represented Highline users and Welsh thinks there is considerable testimony in that file as to these rights. Right No. 90 was decreed to P.I.D. for Highline canal and that right was later than the date of this contract and had a priority of 1884.

R. A. COWDEN
WILLIAM S. FLORA
S. L. BALL
A. K. STEUBEN
TREASURER

Canyon and Ada Counties. Principal Office, Caldwell, Idaho

H. M. HEDGES, - - SECRETARY AND SUPERINTENDENT

Caldwell High Line Canal
miles long, covering 100
Acres
Cost of System, \$25,000
Owned and operated by F
M. H.

Office of the Pioneer Irrigation District

Caldwell Ida Apr 26th 1905

We the undersigned constituting a majority of the Board of Directors of the Pioneer Irrigation District do hereby call a special meeting of the Board of Directors for the purpose of considering the advisability of bearing a part of the expense of defending the water right of the Franklin Ditch Co.

^{25th}
April 25th 1905.

The time of special meeting is set for 4 P.M.

N. S. Dike
W. J. Callaway
L. E. Grunick

Aug 7, 1926

We the directors of the Franklin
Ditch Company agree to assume the
responsibility for damages that may
be incurred by the requested number
of inches of water turned from the
High Line Ditch into the south
slough under the contract of the
Franklin Ditch Company with Idaho
and Oregon Land Imp Co

Robt. M. White (Pres)

J. T. Bales

Walter Thomas

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

#CHANGE TO: A63-00167B
Ident. Number: A63-00167
Date Received: 2-20-90
Receipt No: C014809
Received By: CA

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: FRANKLIN DITCH CO. 208-466-1983
Address: C/O FLOYD ROSDAHL
RT. 3
CALDWELL, ID 83605
2. Date of Priority: OCT 29, 1880
3. Source: BOISE RIVER Trib. to: SNAKE RIVER
4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
04N	02W	24	NE	NE	NE		ADA
5. Description of diverting works:
DIVERSION DAM W/HEADGATE, DITCH, MAINTAINED BY PIONEER IRR. DIST.
6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or)	A.F.A.
IRRIGATION	03/15	11/15	27.600		
7. Total Quantity Appropriated is:
27.600 C.F.S. (and/or) A.F.A.
8. Total consumptive use is 8813.0 Acre Feet Per Annum.
9. Non-irrigation uses:
STOCK WATER FROM DITCHES DURING THE IRRIGATION SEASON
10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
04N	02W	13	SW	SW		IRR	40.0
			SE	SW		IRR	25.0

Section Acres 65.0

A63-00167

Page

1

Date: 02/20/90

MICROFILMED

JUL 22 1994

10. Place of Use: Continued

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
04N	02W	14	SW	SW		IRR	25.0
			SW	SE		IRR	20.0
			SE	SE		IRR	40.0
			Section Acres				85.0
		15	SW	SW		IRR	40.0
			SE	SW		IRR	40.0
			SW	SE		IRR	40.0
			SE	SE		IRR	20.0
			Section Acres				140.0
		16	SW	NW		IRR	30.0
			SE	NW		IRR	10.0
			NE	SW		IRR	40.0
			NW	SW		IRR	40.0
			SW	SW		IRR	40.0
			SE	SW		IRR	40.0
			NE	SE		IRR	20.0
			NW	SE		IRR	20.0
			SW	SE		IRR	40.0
			SE	SE		IRR	40.0
			Section Acres				320.0
		17	SE	NE		IRR	40.0
			NE	SE		IRR	40.0
			Section Acres				80.0
		18	NE	SW		IRR	40.0
			SE	SW		IRR	40.0
			NW	SE		IRR	40.0
			SW	SE		IRR	40.0
			SE	SE		IRR	40.0
			Section Acres				200.0
		20	NE	NE		IRR	40.0
			NW	NE		IRR	40.0
			SE	NE		IRR	40.0
			Section Acres				120.0

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JUL 22 1994

10. Place of Use: Continued

Township	Range	Section	1/4	of	1/4	Lot	Use	Acres
04N	02W	21	NE		NE		IRR	40.0
			NW		NE		IRR	40.0
			SW		NE		IRR	25.0
			SE		NE		IRR	30.0
			NE		NW		IRR	40.0
			NW		NW		IRR	40.0
			SW		NW		IRR	40.0
			SE		NW		IRR	40.0
			NE		SW		IRR	40.0
			NW		SW		IRR	40.0
			NW		SE		IRR	40.0
							Section Acres	415.0
		22	NE		NE		IRR	40.0
			NW		NE		IRR	40.0
			SW		NE		IRR	35.0
			SE		NE		IRR	35.0
			NE		NW		IRR	40.0
			NW		NW		IRR	40.0
			SW		NW		IRR	35.0
			SE		NW		IRR	40.0
							Section Acres	305.0
		23	NE		NE		IRR	40.0
			NW		NE		IRR	40.0
			SW		NE		IRR	20.0
			SE		NE		IRR	20.0
			NE		NW		IRR	40.0
			NW		NW		IRR	40.0
			SW		NW		IRR	30.0
			SE		NW		IRR	20.0
							Section Acres	250.0
		24	NW		NE		IRR	20.0
			SW		NE		IRR	20.0
			NE		NW		IRR	40.0
			NW		NW		IRR	40.0
			SW		NW		IRR	20.0
			SE		NW		IRR	20.0
							Section Acres	160.0

MICROFILMED
JUL 22 1994

10. Place of Use: Continued

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
04N	03W	11	SW	SE		IRR	18.0
			SE	SE		IRR	18.0
			Section Acres				36.0
		13	NW	NE		IRR	14.0
			SW	NE		IRR	14.0
			NE	NW		IRR	14.0
			NW	NW		IRR	14.0
			SW	NW		IRR	14.0
			SE	NW		IRR	14.0
			NE	SW		IRR	14.0
			NW	SW		IRR	14.0
			SE	SW		IRR	14.0
			NW	SE		IRR	14.0
			SW	SE		IRR	14.0
			Section Acres				154.0
		14	NE	NE		IRR	18.0
			NW	NE		IRR	18.0
			SW	NE		IRR	18.0
			SE	NE		IRR	18.0
			NE	SE		IRR	18.0
			NW	SE		IRR	18.0
			SW	SE		IRR	40.0
			SE	SE		IRR	40.0
			Section Acres				188.0
		24	NE	NE		IRR	20.0
			Section Acres				20.0
			Total Acres				2538.0

11. Place of use in counties: CANYON

12. Do you own the property listed above as place of use? NO

13. Other Water Rights Used:
63-00166, 63-05239

14. Remarks:
ALL LANDS ARE WITHIN THE SERVICE AREA OF THE FRANKLIN DITCH CO.

A63-00167

Page 4

Date: 02/20/90

MICROFILMED

JUL 22 1994

14. Remarks: Continued

15. Basis of Claim: DECREED

Case Number:

Court :

Decree date:

FARMERS CO-OP DITCH CO.

Decree Plaintiff

vs

RIVERSIDE IRR. DIST.

Decree Defendant

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 wish to receive and pay a small annual fee for monthly copies of the docket sheet.

Number of attachments: -4-

For Organizations:

I do solemnly swear or affirm that I am Secretary of

Franklin Ditch Co., that I have signed the foregoing
Organization

document in the space below as Secretary of

Franklin Ditch and that the statements contained in the
Organization

foregoing document are true and correct.

Floyd J. Rosdahl
Signature of Authorized Agent

Sec. of Franklin Ditch
Title and Organization

20 Feb 1990

Date

MICROFILMED

JUL 22 1994

State of Idaho)
County of Ada) ss.

Subscribed and sworn (or affirmed) before me this 20th day

of February 19 90

Carter Fritschle
Notary Public

Seal

Residing at Carter Fritschle, Notary Public
Residing at Eagle, Idaho
My Commission Expires March 21, 1994

MICROFILMED

JUL 22 1994

12/14/2006

IDAHO DEPARTMENT OF WATER RESOURCES
RECOMMENDED WATER RIGHTS ACQUIRED UNDER STATE LAW

RIGHT NUMBER: 63-167B

NAME AND ADDRESS: FRANKLIN DITCH CO
C/O HELEN I LARSON
8500 JOPLIN RD
CALDWELL ID 83605

SOURCE: BOISE RIVER

TRIBUTARY: SNAKE RIVER

QUANTITY: 27.600 CFS

Whenever it becomes necessary for the watermaster to deliver this right the following condition shall apply. This right shall receive 100 percent of its decreed quantity until the natural flow of the waters of the Boise River shall decrease so that all rights containing this condition cannot receive 100 percent of their decreed quantities, at which time this right and the other rights containing this condition shall first be cut to 75 percent of their decreed quantities, as the natural flow of the river decreases, beginning with the latest rights containing this condition and proceeding to the earliest rights containing this condition in the order of their priority dates, and after all of the rights containing this condition shall have been reduced to 75 percent of their decreed quantities, should the natural flow of the waters of the river decrease below the amount necessary to supply 75 percent of those decreed quantities, then this right and the other rights containing this condition, beginning with the latest and proceeding to the earliest, shall be reduced to 60 percent of their decreed quantities.

PRIORITY DATE: 10/29/1880

POINT OF

DIVERSION: T04N R02W S24 NENE Within ADA County

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
IRRIGATION	3/15 11/15	27.600 CFS

Diversion for irrigation under this water right prior to April 1 and after October 31 shall occur only when the natural flow in the Boise River below the Star Bridge in Township 04 North, Range 01 West, Section 18, NE¼ of the SE¼ of the SE¼, Boise Meridian (approximate river mile 33.9) is sufficient for water to be available for diversion at the point of diversion described above, provided that any such use of this water right prior to April 1 and after October 31 shall be subordinated to water rights for storage in Lucky Peak Reservoir, Lake Lowell, Arrowrock Reservoir, and/or Anderson Ranch Reservoir, as decreed in SRBA Case No. 39576.

PLACE OF USE:

2056 ACRES TOTAL

The boundary encompassing the place of use for this water right is described with a digital boundary as defined by I.C. Section 42-202B(2) and authorized pursuant to I.C. Section 42-1411(2)(h). The data comprising the digital boundary are incorporated herein by reference and are stored on a CD-ROM disk issued in duplicate originals on file with the SRBA District Court and the Idaho Department of Water Resources. A map depicting the place of use is attached hereto to illustrate the place of use described by the digital boundary.

This right when combined with Right Nos. 63-166B and 63-5239 can be used to irrigate up to 2056 acres within the boundary of the Franklin Ditch Company.

OTHER PROVISIONS NECESSARY FOR DEFINITION OR ADMINISTRATION OF THIS WATER RIGHT:

This right is designated as No. 77 in the Stewart Decree and the Boise Water Distribution Report.

This partial decree is subject to such general provisions necessary for the definition of the rights or for the efficient administration of the water rights as may be ultimately determined by the Court at a point in time no later than the entry of a final unified decree. Section 42-1412(6), Idaho Code.

EXPLANATORY MATERIAL: BASIS OF CLAIM - Decreed

Right includes accomplished change in point of diversion pursuant to Section 42-1425, Idaho Code.

DISTRICT COURT-SRBA
TWIN FALLS CO., IDAHO
FILED _____

2007 JUN 19 AM 11 34

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

In Re SRBA

Case No. 39576

 Subcase 63-00167B

(Insert water right number)

STANDARD FORM 1
OBJECTION

Please fill in the following information:

B. NAME AND ADDRESS OF PERSON OBJECTING

Name: Pioneer Irrigation District

Address: PO Box 426

Caldwell Idaho 83606

Daytime Phone: (208) 459-3617

Name & Address of Attorney, if any:

Scott L. Campbell

Moffatt Thomas Barrett Rock & Fields

PO Box 829, Boise, Idaho 83701

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

Name: Franklin Ditch Co.

Address: c/o Helen I. Larson

8500 Joplin Rd., Caldwell Idaho 83605

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

1. ☒ **Name and Address**
Should be: _____
2. ☒ **Source**
Should be: _____
3. ☒ **Quantity**
Should be: _____
4. ☒ **Priority Date**
Should be: _____
5. ☒ **Point(s) of Diversion**
Should be: _____
6. ☐ **Instream Flow Description**
Should be: _____
7. ☒ **Purpose(s) of Use**
Should be: _____
8. ☒ **Period of Year**
Should be: _____
9. ☒ **Place of Use**
Should be: _____

11. I object because:

☒ This water right should not exist.

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

E. REASONS SUPPORTING OBJECTION(S):

This water right should be recommended as No. 63-00167A, as claimed by Pioneer Irrigation District, based upon historic diversion, delivery, and use by the Pioneer Irrigation District through its system of canals and laterals. A true and correct copy of the claim is attached hereto as Attachment 1.

F

VERIFICATION (Must be Completed)

State of Idaho)
County of Ada)ss.

Scott L. Campbell, duly sworn, upon oath, deposes and says:
(Name of person filing objection)

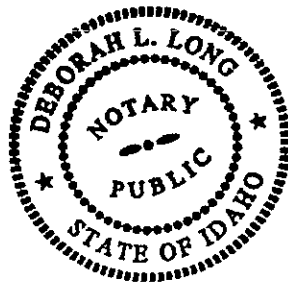
That I am the party/claimant filing this objection, as defined by I.C. §§ 42-1401A(1) and (6) or that I am the attorney for the party/claimant objecting and that I have read this objection, know its contents and believe that the statements are true to the best of my knowledge.

(Signature of person filing objection)

Scott L. Campbell

(Attorney signing in representative capacity)

Subscribed and sworn to before me on: 6/19/07



Deborah Long
Notary Public for Idaho

Residing at: Boise

My Commission Expires: 10/10/07

INSTRUCTIONS FOR MAILING

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



CERTIFICATE OF MAILING

I certify that on June 19, 2007, I mailed the original and copies of this objection, including all attachments, to the following persons:

1. Original to:

Clerk of the District Court
Snake River Basin Adjudication
253 Third Avenue North
PO Box 2707
Twin Falls, ID 83303-2707

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

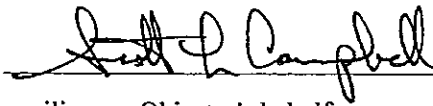
Name: Franklin Ditch Co.
Address: c/o Helen I. Larson
8500 Joplin Rd., Caldwell Idaho 83605

3. Copies to:

IDWR Document Depository
PO Box 83720
Boise, ID 83720-0098

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

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


mailing on Objector's behalf

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 A63-00167A

Date Received

Receipt Number

AMENDED
NOTICE OF CLAIM
TO A
WATER RIGHT
ACQUIRED UNDER STATE LAW

RECEIVED
FEB 08 2000
WATER RESOURCES
WESTERN REGION

Please type or print clearly

1. Name of Claimant (s) Pioneer Irrigation District Phone (208) 459-3617

Mailing Address P.O. Box 426, Caldwell, Idaho Zip 83605

2. Date of Priority (Only one (1) per claim) October 29, 1880

3. Source of water supply (a) Boise River
which is tributary to (b) Snake River

4. a. Location of existing point of diversion is: Township 4 N. Range 2 W. Section 24,
1/4 of NE 1/4 of NE 1/4, Govt. Lot, B.M., County of Canyon

Additional points of diversion if any: See Attachment A

b. If instream flow, beginning point of claimed instream flow is:

Township Range Section 1/4 of 1/4 of 1/4,

Govt. Lot B.M., County of

ending point is: Township Range Section 1/4 of 1/4 of

1/4, Govt. Lot B.M., County of

5. Description of existing diversion works (Dams, Reservoirs, Ditches, Wells, Pumps, Pipelines, Headgates, Etc),
including the dates of any changes or enlargements in use, the dimensions of the diversion works as
constructed and as enlarged and the depth of each well. Concrete diversion dam in Boise River
to headgate and Caldwell Highline Canal to lateral ditches

Doses:

(cfs)

(acre feet)

For irrigation purposes from 3/15 to 11/15 amount 27.60 or _____
 For _____ purposes from _____ to _____ amount _____ or _____
 For _____ purposes from _____ to _____ amount _____ or _____
 For _____ purposes from _____ to _____ amount _____ or _____
 7. Total quantity claimed: _____ or _____

7. Total quantity claimed (a) 27.60 (cfs) and/or (b) _____ (acre feet)

8. Total consumptive use claimed is _____ (cfs) and/or (b) _____ (acre feet) _____ acre feet per annum.

9. Non-irrigation uses; describe fully (eg. Domestic: Give number of households served; Stockwater: Type and number of livestock Etc.) _____

10. Description of place of use:

a. If water is for irrigation, indicate acreage in each subdivision in the tabulation below.

b. If water is used for other purposes, place a symbol of use (example: D for Domestic) in the corresponding place of use below. See instructions for standard symbols.

[illegible]

Total number of acres irrigated	34,047.16
---------------------------------	-----------

11. In which county (ies) are lands listed above as place of use located? Ada/Canyon

12. Do you own the property listed above as place of use? Yes _____ No x
If your answer is No, describe in Remarks below the authority you have to claim this water right.

13. Describe any other water rights used at the same place and for the same purposes as described above.

14. Remarks: _____ or None ()

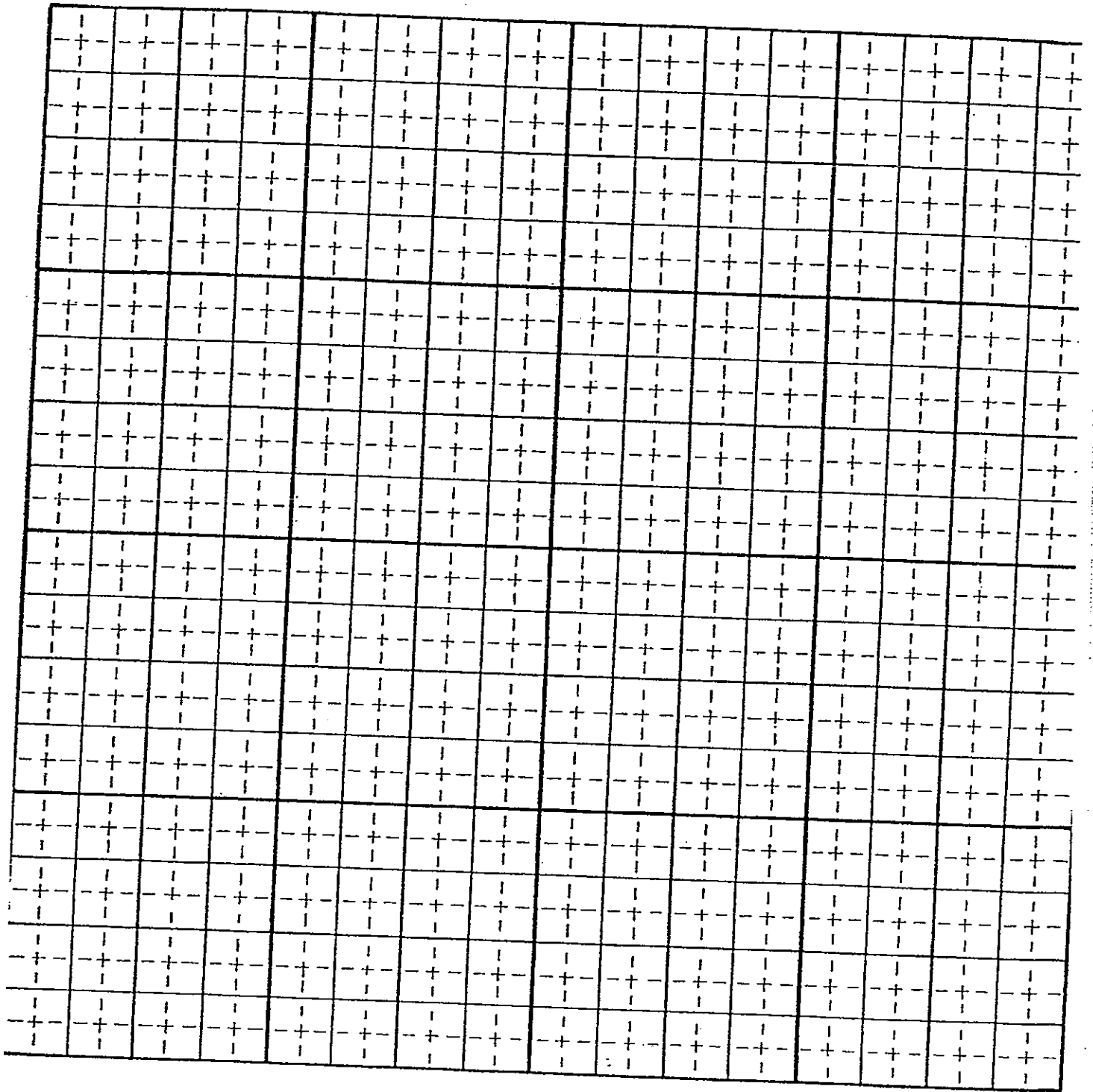
14. Remarks: Pioneer Irrigation District provides water delivery to the privately owned lands within its service area. Claim to this water right is based upon an agreement Attachment B, between the Franklin Ditch Company and the Idaho and Oregon Land Improvement Company, the predecessor in interest to Pioneer Irrigation District. The claim is also based upon the historic use and practice which has existed since the date of agreement.

Last Name Pioneer Ident No. A63-00167 A

Map of Project: show clearly the point of diversion, place of use, section number, township, and range number.

Scale: 2 inches equals 1 mile

See Exhibits A, A(1), A(2), A(3), B and C to Claim No. 63-00224.



Last Name Pioneer Ident No. A63-00167_A

15. Basis of Claim (check one) ☒ Special Use ☐ Posted Notice ☐ Inse ☐ Permit

If applicable provide IDWR Water Right Number A63-00167

Court _____ Case Number _____

Plaintiff vs Defendant Farmers Co-op Ditch Co. v. Riverside Irr. Dist. Decree Date 1/18/1906

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 ☒ wish to receive and pay a small annual fee for monthly copies of the docket sheet.

Number of attachments 1

For Individuals: I do solemnly swear or affirm that the statements contained in the foregoing document are true and correct.

Signature of Claimant (s) _____

Date _____

Date _____

For Organizations: I do solemnly swear or affirm that I am President

of Pioneer Irrigation District

Title

Organization

, that I have signed the foregoing

document in the space below as _____

President

of Pioneer Irrigation District

Title

Organization

and that the statements contained in the foregoing document are true and correct.

Signature of Authorized Agent _____

John M. Owen

Title and Organization President, Pioneer Irrigation District

Date 2-7-2000

State of Idaho/or _____)
County of Canyon) SS.

Subscribed and sworn to before me this _____

7

day of February

2000

Notary Public

Delores M. Copeland

Residing at

Caldwell, Id - Canyon City

My Commission Expires

10-21-04

Please Print Name

17. Notice of Appearance

Notice is hereby given that I, Scott L. Campbell

will be acting as attorney at law on behalf of the claimant signing above, and that all notices required by law to be mailed by the director to the claimant signing above should be mailed to me at the address listed below.

Signature

Scott L. Campbell

Address P.O. Box 1539, Boise, Idaho 83701-1539

Date 2/7/2000

Last Name Pioneer Ident. Number A63-00167A

ATTACHMENT ONE

T. 3 N., R. 1 E., Section 23,
S.W. 1/4 of N.W. 1/4.

This "point of diversion" is a concrete diversion structure with flashboards which regulates the flow of the south and north channels of the Boise River. It is located at the east end of Eagle Island and permits diversion of sufficient amounts of water down the south channel of the Boise River to permit Pioneer Irrigation District to divert its water into the Phyllis and Caldwell Highline canals.

Franklin Ditch Co.

To

Idaho & Oregon Land Imp. Co.

This agreement made this second day of October A. D. 1883, by and between the Franklin Ditch Company a corporation, organized under the laws of Idaho Territory the party of the first part and the Idaho & Oregon Land Improvement Company, a corporation organized under the laws of the State of Colorado, the party of the second part,

Witnesseth: Whereas the party of the first part is the claimant of and in possession of a certain Water Right and irrigating ditch taking water out of Boise River or its Sloughs, on the south side of the River, on the farm of William Frost, about Seven or Eight miles above the town of Middleton in Ada County, Idaho Territory by means of a ditch and through the sloughs of said River for the irrigation of the lands of the Shareholders of said company: and whereas said party of the second part desires to acquire said Water right and ditch and to enlarge and extend the same for the irrigation of lands below those now covered by it.

Now, therefore, said party of the first part acting by and through its board of Trustees, for and in consideration of the conveyance of thirteen hundred and fifty inches of Water by said party of the second part, to said party of the first part; or to such persons being its shareholders, as it may designate, in such several shares as it may designate, covenants and agrees to convey to said party of the second part all its said Water Right and ditches at any time on or before the first day of May 1884, upon the performance by said party of the second part, of its covenants and agreements as herein after contained and the execution and delivery of the deeds as hereinafter mentioned.

EXHIBIT "A"

Attachment B
No. 63-00167A

PID000247

It is understood and agreed that said conveyance or conveyances shall be sufficient to vest the first thirteen hundred and fifty inches of water carried by said ditch and to convey the same, appurtenant to said lands in such severall interests as may be designated by the party of the first part, free and clear of all expenses costs and charges for the construction, repair, and maintenance of said ditch forever. That said ^{water} ditch/shall only be appurtenant to and shall only be used upon the lands now owned, entered, occupied or claimed by the shareholders of the party of the first part, but may be taken at any time or place by said shareholders, their successors or assigns for that purpose, but when not desired for that purpose, shall not be taken from said ditch.

The party of the second part is to have the necessary right of way for said ditch over the lands of the shareholders of the party of the first part, without charge therefor.

The party of the second part is to have immediate possession of the premises, but if this agreement is not duly executed and delivered by the party of the second part, on or before the first day of November next, such possession shall be surrendered and all work and improvements forfeited.

The Expense of all conveyances shall be borne equally by the parties hereto.

Time is the essence of this agreement and if said party of the second part shall fail or omit to enlarge said ditch or to convey said water as aforesaid, on or before said first day of May next, or shall be unable on said day to furnish and supply said thirteen hundred and fifty inches of water on said day or when required thereafter, there and in that case the party of the first part shall be released from all obligations to make its said conveyance and the said party of the second part shall forfeit

And in consideration of the foregoing agreement said party of the second part, acting by and through its corporate officers thereunto duly authorized by its Board of Trustees, Covenants and agrees to and with said party of the first part that it will, before the first day of May next, enlarge said ditch from the point where the water is taken from Boise River to where the line of the ditch crosses what is known as Mason Creek, and will on or before said day convey by good and sufficient deed of conveyance, to the said party of the first part, or at the option of the said party of the first part, to such persons as the party of the first part may designate, they being shareholders of the party of the first part, and as appurtenant to the lands now owned, entered occupied or claimed by the said shareholders, one thousand three hundred and fifty (1350) Statutory inches of Water, to be taken by the party of the first part, or its said shareholders or their grantees from the ditch of the party of the second part, or from any slough along the line of said ditch, at such point or points, as said party of the first part or said shareholders, or their grantees, may from time to time prefer, and said party of the second part further covenants and agrees, to leave at all times at least three hundred and fifty (350) inches of water in what is known as the outside or South Slough, into which the ditch of the party of the first part now empties near the Bluff, and not less than Eight hundred (800) inches of water in what is known as the Back Slough that leaves the main slough about twenty feet above the head gate of the party of the first part, said slough water being for the use of said shareholders and their grantees, over and above thirteen hundred and fifty inches to be taken from the ditch as aforesaid. Said party of the second part further agrees to bridge all public roads crossed by said ditch and to bridge at least three private roads or trails, sufficient to cross cattle and stock at points to be designated by the party of the first part.

all rights under this agreement and all work and improvements on said premises and all claim thereto shall upon demand quit and surrender the premises to the party of the first part or its assigns.

In Witness Whereof, said party of the first part has by resolution of its board of Trustees, caused this agreement to be signed by its Trustees and sealed with their private seals said company having no corporate seal, and said party of the second part has by resolution of its Board of Trustees caused this agreement to be subscribed by its President and Secretary and its corporate seal to be hereunto affixed.

In Duplicate

Thomas Wheatley (Seal)

G. W. Wootan (Seal)

his
Robert I White (Seal)
mark

Trustees Franklin Ditch Company
A. Caldwell, Pres. I & O.L.I.Co.

Attest (Seal)

H. C. Wallace, Secretary

Territory of Idaho)
County of Ada) ss

On this 2nd day of October A. D. 1883, personally appeared, before me H. R. Jenkins, a Justice of the Peace, in and for said Ada County, Thomas Wheatley, G. W. Wootan and Robert White, whose names are subscribed to the annexed instrument as parties thereto, personally known to me to be the same persons described in and who executed the said annexed instrument as parties thereto, who each of them acknowledged to me that they each of them respectively, executed the same freely and voluntarily and for the uses and purposes therein mentioned.

Franklin Ditch Co.

To

Idaho & Oregon Land Imp Co.

This agreement made this second day of October A.D.

1883, by and between the Franklin Ditch Company, a corporation, organized under the laws of Idaho Territory the party of the first part and the Idaho & Oregon Land Improvement Company, a corporation organized under the laws of the State of Colorado, the party of the second part,

WITNESSETH: Whereas the party of the first part is the claimant of and in possession of a certain Water Right and irrigating ditch taking water out of Boise River or its sloughs, on the south side of the River, on the farm of William Frost, about Seven or Eight miles above the town of Middleton in Ada County, Idaho Territory by means of a ditch and through the sloughs of said River for the irrigation of the lands of the Shareholders of said Company; and whereas said party of the second part desires to acquire said water right and ditch and to enlarge and extend the same for the irrigation of lands below those now covered by it.

Now therefore, said party of the first part acting by and through its Board of Trustees, for and in consideration of the conveyance of thirteen hundred and fifty inches of water by said party of the second part, to said party of the first part, or to such persons being its shareholders, as it may designate, in such several shares as it may designate, covenants and agrees to convey to said party of the second part all its said Water Right and ditches at any time on or before the first day of May, 1884, upon the performance by said second party, of its covenants and agreements as herein after contained and the execution and delivery of the deeds as hereinafter mentioned.

And in consideration of the foregoing agreement said party of the second part, acting by and through its corporate officers thereunto duly authorized by its Board of Trustees, Covenants and agrees to and with said party of the first part that it will, before the first day of May next, enlarge said ditch from the point where the water is taken from Boise River to where the line of the ditch crosses what is known as Mason Creek, and will on or before said day convey by good and sufficient deed of conveyance, to the said party of the first part, or at the option of the said party of the first part, to such persons as the party of the first part may designate, they being shareholders of the party of the first part, and as appurtenant to the lands now owned, entered occupied or claimed by the said shareholders, one thousand three hundred and fifty (1350) Statutory inches of water to be taken by the party of the first part, of its said shareholders or their grantees from the ditch of the party of the second part, or from any slough along the line of said ditch, at such point or points, as said party of the first part or said shareholders, or their grantees, may from time to time prefer, and said party of the second part further covenants and agrees to leave at all times at least three hundred and fifty (350) inches of water in what is known as the outside or South Slough, into which the ditch of the party of the first part now empties near the Bluff, and not less than Eight Hundred (800) inches of water in what is known as the Back Slough that leaves the main slough about twenty feet above the head gate of the party of the first part, said slough water being for the use of said shareholders and their grantees, over and above the thirteen hundred and fifty inches to be taken from ~~the~~ ditch as aforesaid.

Said party of the second part further agrees to bridge all public roads crossed by said ditch and to bridge at least three private roads or trails, sufficient to cross cattle and stock at points to be designated by the party of the first part.

It is understood and agreed that said conveyance or conveyances shall be sufficient to vest the first thirteen hundred and fifty inches of water carried by said ditch and to convey the same, appurtenant to said lands in such severall interests as may be designated by the party of the first part, free and clear of all expenses costs and charges, for the construction, repair, and maintenance of said ditch forever. That said ditch water shall only be appurtenant to and shall only be used upon the lands now owned, entered, occupied or claimed by the shareholders of the party of the first part, but may be taken at any time or place by said shareholders, their successors or assigns for that purpose, but when not desired for that purpose shall not be taken from said ditch.

The party of the second part is to have the necessary right of way for said ditch over the lands of the shareholders of the part of the first part, without charge therefor.

The party of the second part is to have immediate possession of the premises, but if this agreement is not duly executed and delivered by the party of the second part, on or before the first day of November next, such possession shall be surrendered and all work and improvements forfeited.

The expense of all conveyances shall be borne equally by the parties hereto.

Time is the essence of this agreement and if said party of the second part shall fail or omit to enlarge said ditch or convey said water as aforesaid, on or before said first day of May next, or shall be unable on said day to furnish and supply said thirteen hundred and fifty inches of water on said day or when required thereafter, there and in that case the party of the first part shall be released from all obligations to make its said conveyance and the said party of the second part shall forfeit all rights under this agreement and all work and improvements on said premises and all claim thereto shall upon demand quit and surrender the premises to the party of the first part or its assigns.

In Witness Whereof, said party of the first part has by resolution of its board of Trustees caused this agreement to be signed by its Trustees and sealed with their private seals said company having no corporate seal, and said party of the second part has by resolution of its Board of Trustees caused this agreement to be subscribed by its President and Secretary and its corporate seal to be hereunto affixed.

In Duplicate

Thomas Wheatley (Seal)

G. W. Wootan (Seal)

his
Robert X White (Seal)
mark

Trustees Franklin Ditch Company,

A Caldwell,

Pres. I & O L I Co.

Attest (Seal)

H C Wallace, Secretary.

Territory of Idaho } ss
County of Ada }

On this 2nd day of October A.D. 1883, personally appeared before me M R Jenkins, a Justice of the Peace, in and for said Ada County, Thomas Wheatley, G W Wootan and Robert White, whose names are subscribed to the annexed instrument as parties thereto, personally known to me to be the same persons described in and who executed the said annexed instrument as parties thereto, who each of them acknowledged to me that they each of them respectively, executed the same freely and voluntarily and for the uses and purposes therein mentioned.

In Witness Whereof, I have hereunto set my hand and affixed my seal the day and year in this certificate first above written.

M R Jenkins,

Justice of the Peace.

Territory Of Idaho }
County of Alturas } ss

On the 27th day of October one thousand eight hundred and eighty three, personally appeared before me, C B Fox a Notary Public in and for the County of Alturas, A. Caldwell, President and H. C. Wallace, Secretary of the Idaho & Oregon Land Improvement Company, a corporation and whose names --- subscribed to the annexed instrument as parties thereto personally known to me to be the same persons described in and who executed the said annexed instrument as parties thereto as President and Secretary of said Company, who duly acknowledged to me that they executed the same freely and voluntarily and for the purposes and uses therein mentioned.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

C. B. Fox,

(Seal)

Notary Public

C and B

B1 P296

Recorded at the request of Thomas Wheatley Dec. 3rd 1883 at 10 o'clock A.M.

Compared

B. S. Prickett,

Indexed.

Recorder

May 29, 1940

STATEMENT BY TURNER AND WELSH.

Franklin Ditch Company contract

Agreement between that company and Idaho and Oregon Land Improvement Company, dated October 2, 1883, covers 1350 inches of water, but Turner thinks there are now 2150 inches involved.

In the Stewart decree the Franklin Ditch Company has the following rights:

Right No. 34, 6/1/66 770 inches

Right No. 77, 10/29/80 1380 inches.

We should investigate as to how the water above the 1350 inches was taken over by P. I. D.

The majority of Franklin water is all taken out of Highline canal north of Franklin road. Nine points of diversion above Franklin road to the headgate and six below.

John says Franklin rights are cut the same as other rights, except that when the latest Franklin right would be entitled to be cut entirely off P.I.D. continues to deliver to Franklin the same percentage as to its other users. This has been the practice for a number of years. But he is not sure P.I.D. would be required to do that under its Franklin contract.

Welsh says there is a possibility that when this agreement was made the Franklin water was the only water in the ditch and the only water referred to.

At the time P.I.D. transferred right No. 90 from Highline to Phyllis there was a hearing before the State Engineer. Walter Griffiths represented Highline users and Welsh thinks there is considerable testimony in that file as to these rights. Right No. 90 was decreed to P.I.D. for Highline canal and that right was later than the date of this contract and had a priority of 1884.

R. A. COMBES
WILLIAM S. FLORA
S. L. BALL
A. K. STEVENS
Treasurer

Canyon and Ada Counties. Principal Office, Caldwell, Idaho

H. M. HEDGECOCK, - - SECRETARY AND SUPERINTENDENT

Caldwell High Line
miles long, capacity
Acres
Cost of System, \$
Owned and operated
1905.

Office of the Pioneer Irrigation District

Caldwell Ida Apr 26th 1905

We the undersigned constituting a majority of the Board of Directors of the Pioneer Irrigation District do hereby call a special meeting of the Board of Directors for the purpose of considering the advisability of bearing a part of the expense of defending the water right of the Franklin Ditch Co.

The time of special meeting is set for 4 P.M.

April 25th 1905.

N. S. Dike
W. J. Callaway
L. E. Grunick

Aug 7 1926

We the directors of the Franklin
Ditch Company agree to assume the
responsibility for damages that may
be incurred by the requested numb
of inches of water turned from the
High Line Ditch into the south
slough under the contract of the
Franklin Ditch Company with Idaho
and Oregon Land Imp. Co.

Robt. M. White (Pres)

J. T. Bales

Walter Thim

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 63-00179 A

Date Received

Receipt Number

RECEIVED

MAR 03 2005

WATER RESOURCES
WESTERN REGION

AMENDED
NOTICE OF CLAIM
TO A
WATER RIGHT
ACQUIRED UNDER STATE LAW

Attorney: Scott L. Campbell
Moffatt, Thomas, Barrett,
Rock & Fields, Chartered
P. O. Box 829
Boise, Idaho 83706
(208) 345-2000

Please type or print clearly

1. Name of Claimant (s) Pioneer Irrigation District Phone (208) 459-3617

Mailing Address PO Box 426, Caldwell, Idaho Zip 83606

2. Date of Priority (Only one (1) per claim) June 1, 1869

3. Source of water supply (a) Boise River
which is tributary to (b) Snake River

4. a. Location of existing point of diversion is: Township Range Section
1/4 of 1/4 of 1/4, Govt. Lot, B.M., County of

Additional points of diversion if any: Please see Attachment A

b. If instream flow, beginning point of claimed instream flow is:

Township Range Section 1/4 of 1/4 of 1/4,

Govt. Lot B.M., County of

ending point is: Township Range Section 1/4 of 1/4 of

1/4, Govt. Lot B.M., County of

5. Description of existing diversion works (Dams, Reservoirs, Ditches, Wells, Pumps, Pipelines, Headgates, Etc),
including the dates of any changes or enlargements in use, the dimensions of the diversion works as
constructed and as enlarged and the depth of each well.

Concrete diversion dam in Boise River to headgate and Caldwell Highline Canal to lateral ditches.

6. Water is claimed for the following purposes:

(both dates are inclusive)

(cfs)

(acre feet)

For irrigation purposes from 3/15 to 11/15 amount 37.20 or

For _____ purposes from _____ to _____ amount _____ or _____

For _____ purposes from _____ to _____ amount _____ or _____

For _____ purposes from _____ to _____ amount _____ or _____

7. Total quantity claimed (a) 37.20 (cfs) and/or (b) _____ (acre feet)

8. Total consumptive use claimed is _____ acre feet per annum.

9. Non-Irrigation uses; describe fully (eg. Domestic: Give number of households served; Stockwater: Type and number of livestock Etc.):

10. Description of place of use:

a. If water is for irrigation, indicate acreage in each subdivision in the tabulation below.

b. If water is used for other purposes, place a symbol of use (example: D for Domestic) in the corresponding place of use below. See Instructions for standard symbols.

[illegible]

Total number of acres irrigated	34,204.61
---------------------------------	-----------

11. In which county (ies) are lands listed above as place of use located? Ada/Canyon

12. Do you own the property listed above as place of use? Yes _____ No x
If your answer is No, describe in Remarks below the authority you have to claim this water right.

13. Describe any other water rights used at the same place and for the same purposes as described above.
Please see Attachment B

or None (☐)

14. Remarks:

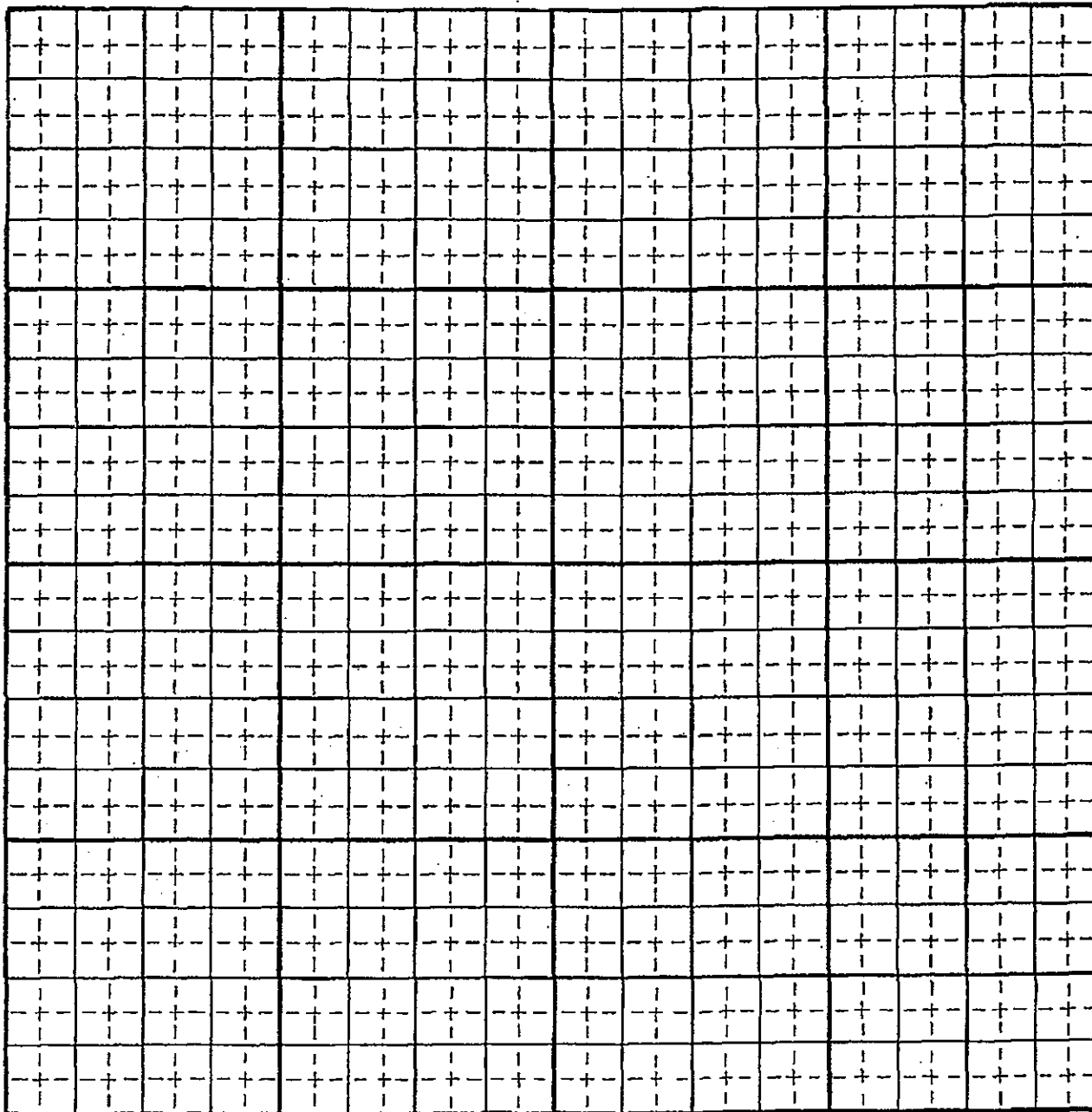
For irrigation of lands under canal system. Claimant is an irrigation district duly organized and existing under the laws of the State of Idaho. Claimant provides water delivery to privately owned lands within its service area. Claim to this water right is based upon historic use and practice.

Last Name Pioneer Irrigation District Ident No. 63-00179

BOI_MT1:562087.1

Map of Project: show clearly the point of diversion, place of use, section number, township, and range number.

Scale: 2 inches equals 1 mile Please see attachments to initial claim filing for 63-00224.



Last Name Pioneer Irrigation District Ident No. 63-00179

BOI MT1:562087.1

15. Basis of Claim (check one) Beneficial Use _____ Posted Notice _____ License _____ Permit _____
Decree X

If applicable provide IDWR Water Right Number 63-00179

Court _____ Case Number _____ Decree Date 1/18/1906

Plaintiff vs Defendant Farmers Co-Op Ditch Company v. Riverside Irrigation District

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 2

For Individuals: I do solemnly swear or affirm that the statements contained in the foregoing document are true and correct.

Signature of Claimant (s) _____ Date _____
_____ Date _____

For Organizations: I do solemnly swear or affirm that I am President

of Pioneer Irrigation District Title _____
Organization _____, that I have signed the foregoing
document in the space below as President of Pioneer Irrigation District
Title _____ Organization _____

and that the statements contained in the foregoing document are true and correct.

Signature of Authorized Agent Donald B. Seys
Title and Organization President, Pioneer Irrigation District Date 2/23/05

State of Idaho/or _____)
County of Canyon) SS.

Subscribed and sworn to before me this 23rd day of February, 2005

Notary Public DAWN E. POWLER

Residing at Boise, Id

My Commission Expires 7/16/2010

Please Print Name

17. Notice of Appearance

Notice is hereby given that I, Scott L. Campbell will be acting as attorney at law on behalf of the claimant signing above, and that all notices required by law to be mailed by the director to the claimant signing above should be mailed to me at the address listed below.

Signature Scott L. Campbell

Address Moffatt Thomas, PO Box 829, Boise, Idaho 83701

Date 3/01/05

Last Name Pioneer Irrigation District Ident. Number 63-00179

BOI_MT1562087.1

ATTACHMENT A

Points of Diversion:

Eagle Island Diversion:

SW 1/4, SE 1/4, NW 1/4, Section 23, Township 4N, Range 1E, Ada County, Idaho

This point of diversion is a concrete diversion structure with flashboards which regulates the flow of the south and north channels of the Boise River. It is located at the east end of Eagle Island and permits diversion of sufficient amounts of water down the south channel of the Boise River to permit Pioneer Irrigation District to divert its water into the Phyllis and Caldwell Highline Canals.

Phyllis Canal Diversion:

SW 1/4, SE 1/4, NW 1/4, Section 24, Township 4N, Range 1 W, Ada County, Idaho

This point of diversion is a concrete diversion structure with flashboards and one automatic radio gate which controls desired amounts of water from the Boise River. It is located east of Linder Road on the south channel of the Boise River and permits diversion of sufficient amounts of water down the south channel to permit Pioneer Irrigation District to divert its water into the Phyllis Canal.

Caldwell Highline Canal Diversion:

NE 1/4, NE 1/4, Section 24, Township 4N, Range 2W, Ada County, Idaho

This point of diversion is a concrete diversion structure with flashboards which regulates the flow of south channel of the Boise River. It is located west of Star Road on the south channel of the Boise River and permit diversion of sufficient amounts of water down the south channel to permit Pioneer Irrigation District to divert its water into the Caldwell Highline Canal.

ATTACHMENT B

13. Describe any other water rights used at the same place and for the same purposes as described above:

63-00161BU
63-00166A
63-00167A
63-00179
63-00224
63-00225
63-00294
63-00295
63-00371
63-02275
63-02276
63-02294
63-02529
63-02891
63-05199
63-05200
63-05219
63-05237
63-05255
63-09109
63-11622
63-21731
63-21739

BOI_MT2:562657.1

DISTRICT COURT-SRBA
TWIN FALLS CO., IDAHO
FILED _____

2007 JUN 19 AM 11 31

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

In Re SRBA)

Case No. 39576)

 Subcase 63-00179A

(Insert water right number)

STANDARD FORM 1
OBJECTION

Please fill in the following information:

 NAME AND ADDRESS OF PERSON OBJECTING

Name: Pioneer Irrigation District

Address: PO Box 426

Caldwell Idaho 83606

Daytime Phone: (208) 459-3617

Name & Address of Attorney, if any:

Scott L. Campbell

Moffatt Thomas Barrett Rock & Fields

PO Box 829, Boise, Idaho 83701

 CLAIMANT OF WATER RIGHT AS LISTED IN DIRECTOR'S REPORT

Name: Pioneer Irrigation District

Address: PO Box 426

Caldwell Idaho 83606

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

1. ☒ **Name and Address** as claimed
Should be: _____
2. ☒ **Source** as claimed
Should be: _____
3. ☒ **Quantity** as claimed
Should be: _____
4. ☒ **Priority Date** as claimed
Should be: _____
5. ☒ **Point(s) of Diversion** as claimed
Should be: _____
6. ☐ **Instream Flow Description**
Should be: _____
7. ☒ **Purpose(s) of Use** as claimed
Should be: _____
8. ☒ **Period of Year** as claimed
Should be: _____
9. ☒ **Place of Use** as claimed
Should be: _____
11. **I object because:**
 - ☐ This water right should not exist.
 - ☐ This water right was not recommended, but should be recommended with the elements described above.

E REASONS SUPPORTING OBJECTION(S):

This water right should be recommended as claimed based upon historic diversion, delivery, and use by the Pioneer Irrigation District through its system of canals and laterals. A true and correct copy of the claim is attached hereto as Attachment 1.



VERIFICATION (Must be Completed)

State of Idaho)
) ss.
County of Ada)

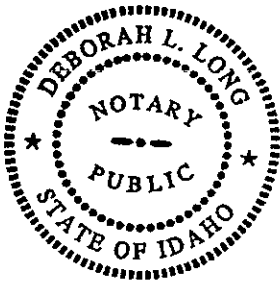
Scott L. Campbell, duly sworn, upon oath, deposes and says:
(Name of person filing objection)

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

(Signature of person filing objection)

Scott L. Campbell
(Attorney signing in representative capacity)

Subscribed and sworn to before me on: 6/19/07



Deborah Long
Notary Public for Idaho
Residing at: Boise
My Commission Expires: 10/10/07

INSTRUCTIONS FOR MAILING

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



CERTIFICATE OF MAILING

I certify that on June 19, 2007, I mailed the original and copies of this objection, including all attachments, to the following persons:

1. Original to:

Clerk of the District Court
Snake River Basin Adjudication
253 Third Avenue North
PO Box 2707
Twin Falls, ID 83303-2707

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

Name: Pioneer Irrigation District

Address: PO Box 426

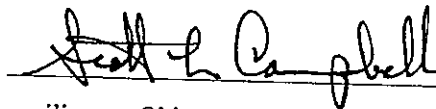
Caldwell, Idaho 83606

3. Copies to:

IDWR Document Depository
PO Box 83720
Boise, ID 83720-0098

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

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


mailing on Objector's behalf

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 63-179

Date Received _____

Receipt Number _____

**NOTICE OF CLAIM
TO A
WATER RIGHT
ACQUIRED UNDER STATE LAW**

Please type or print clearly

1. Name of Claimant (s) Pioneer Irrigation District Phone (208) 459-3617

Mailing Address P.O. Box 426, Caldwell, Idaho Zip 83605

2. Date of Priority (Only one (1) per claim) June 1, 1869

3. Source of water supply (a) Boise River

which is tributary to (b) Snake River

4. a. Location of existing point of diversion is: Township 4 N. Range 1 W. Section 24,
1/4 of N.E. 1/4 of N.E. 1/4, Govt. Lot, B.M., County of Canyon

Additional points of diversion if any: See Attachment One

b. If instream flow, beginning point of claimed instream flow is:

Township _____ Range _____ Section _____, 1/4 of _____ 1/4 of _____ 1/4,

Govt. Lot _____ B.M., County of _____

ending point is: Township _____ Range _____ Section _____, 1/4 of _____ 1/4 of _____

1/4, Govt. Lot _____ B.M., County of _____

5. Description of existing diversion works (Dams, Reservoirs, Ditches, Wells, Pumps, Pipelines, Headgates, Etc),
including the dates of any changes or enlargements in use, the dimensions of the diversion works as
constructed and as enlarged and the depth of each well. concrete diversion dam in Boise River
to headgate and Caldwell Highline Canal to lateral ditches

6. Water is claimed for the following purposes:

(both dates are inclusive)

(cfs)

(acre feet)

For irrigation purposes from 3/15 to 11/15 amount 37.20 or _____

For _____ purposes from _____ to _____ amount _____ or _____

For _____ purposes from _____ to _____ amount _____ or _____

For _____ purposes from _____ to _____ amount _____ or _____

7. Total quantity claimed (a) 37.20 (cfs) and/or (b) _____ (acre feet)

8. Total consumptive use claimed is 118,973.43 acre feet per annum.

9. Non-irrigation uses; describe fully (eg. Domestic: Give number of households served; Stockwater: Type and number of livestock Etc.)

10. Description of place of use:

a. If water is for irrigation, indicate acreage in each subdivision in the tabulation below.

b. If water is used for other purposes, place a symbol of use (example: D for Domestic) in the corresponding place of use below. See instructions for standard symbols.

[illegible]

Total number of acres irrigated	33,992.41
---------------------------------	-----------

11. In which county (ies) are lands listed above as place of use located? Ada/Canyon

12. Do you own the property listed above as place of use? Yes _____ No X
If your answer is No, describe in Remarks below the authority you have to claim this water right.

13. Describe any other water rights used at the same place and for the same purposes as described above.

or None ()

14. Remarks:

Pioneer Irrigation District provides water delivery to the privately owned lands within its service area. Claim to this water right is based upon historic use and practice and the attached documents (Exhibit "A").

Last Name Pioneer Ident No.

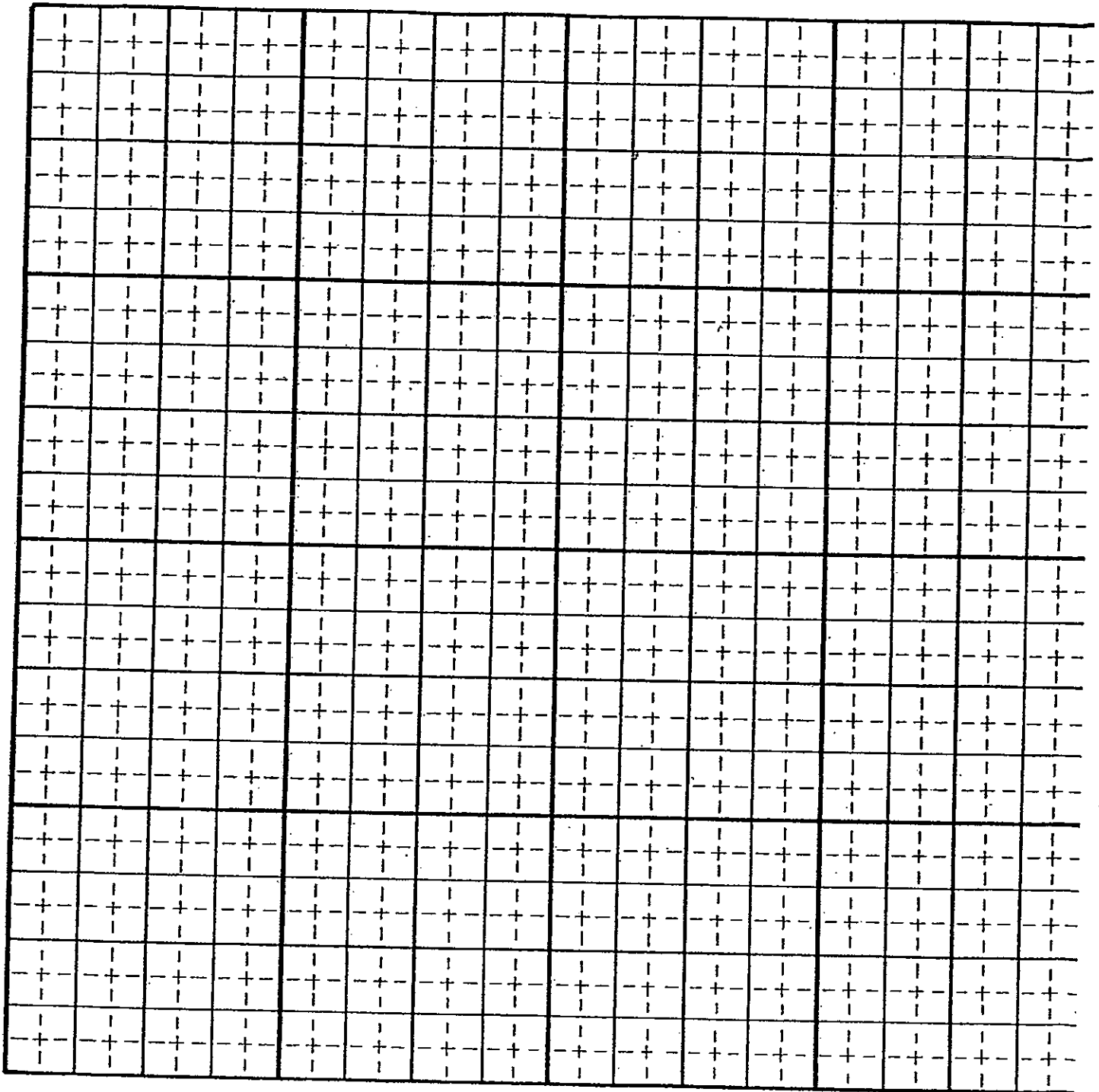
Copies: White -State, Yellow-Claimant

PID000270

Map of Project: show clearly the point of diversion, place of use, section number, township, and range number.

Scale: 2 inches equals 1 mile

See Exhibits A, A(1), A(2) and A(3) to Claim No. A63-0224



Last Name Pioneer

Ident No. _____

Copies: White-State, Yellow-Claimant

15. Basis of Claim (check one) Beneficial Use _____ Posted Notice _____ License _____ Permit _____
Decree X

If applicable provide IDWR Water Right Number No. 63-00179

Court _____ Case Number _____ Decree Date _____

Plaintiff vs Defendant _____

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 two

For Individuals: I do solemnly swear or affirm that the statements contained in the foregoing document are true and correct.

Signature of Claimant (s) _____ Date _____

_____ Date _____

For Organizations: I do solemnly swear or affirm that I am _____ President _____

of Pioneer Irrigation District _____ Title _____, that I have signed the foregoing

document in the space below as President of Pioneer Irrigation District
Title _____ Organization _____

and that the statements contained in the foregoing document are true and correct.

Signature of Authorized Agent Kenneth Brush

Title and Organization President, Pioneer Irrigation District Date 3/14/90

State of Idaho/or _____)
County of Ada) SS.

Subscribed and sworn (or affirmed) before me this 14 day of March 19 90

SEAL

Notary Public Carole D. Ford

Residing at Boise, Idaho

My Commission Expires 6/27/93

Please Print Name

17. Notice of Appearance:

Notice is hereby given that I, Scott L. Campbell will be acting as attorney at law on behalf of the claimant signing above, and that all notices required by law to be mailed by the director to the claimant signing above should be mailed to me at the address listed below.

Signature Scott L. Campbell

Address P.O. Box 1539, Boise, ID 83701-1539

Date 3/14/90

Last Name Pioneer Ident. Number _____

Copies White-State, Yellow-Claimant

ATTACHMENT ONE

T. 3 N., R. 1 E., Section 23,
S.W. 1/4 of N.W. 1/4.

This "point of diversion" is a concrete diversion structure with flashboards which regulates the flow of the south and north channels of the Boise River. It is located at the east end of Eagle Island and permits diversion of sufficient amounts of water down the south channel of the Boise River to permit Pioneer Irrigation District to divert its water into the Phyllis and Caldwell Highline canals.

FIVE MILE--MASON CREEK--HIGHLINE

May 9, 1938

Years ago when Pioneer Irrigation District took over the Mason Creek Ditch Company and Franklin Ditch Company it enlarged the ditch those companies had been using and called it the Caldwell Highline. In return for rights-of-way of Franklin Ditch Company and Mason Creek Ditch Company, P.I.D. agreed to carry their decreed water from the river through the Highline ditch which P.I.D. had enlarged and make no assessments against the lands of those two ditch companies. Turner thinks there is a contract covering this. The Highline probably had no water until P.I.D. made this trade with the Franklin and Mason Creek Companies.

The Highline picks up Five Mile Drain water at a point about one mile South and East of the Franklin school, and picks up the Mason Creek Drain water at a point approximately two miles West of where the Five Mile water is picked up. P.I.D.'s contract with Canyon Hill Irrigation District covers this Mason Creek pickup.

Pioneer dries Five Mile Drain, dumps water into the Highline, and when there isn't sufficient water below for the Franklin and Mason Creek rights P.I.D. diverts over its canal sufficient water to supply the shortage.

These Franklin and Mason Creek rights comprise about 750 to 800 acres.

Mason Creek Ditch Company picks up the water diverted over the Highline at a point about $1\frac{1}{2}$ miles below the point where Highline crosses Five Mile Drain.

The Mason Creek Company and Mrs. J. P. Wells use the same diversion structure.

As to Highline water, P.I.D. has nothing decreed in its name. Its Highline water is decreed as follows:

To Franklin Ditch Company (Rights Nos. 34 and 77).

To Mason Creek Ditch Company (Right No. 46).

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

ReNUMBERED TO: A63-00179C

Ident. Number: A63-00179

Date Received: 1/03/1990

Receipt No: C013801 C015710

Received By: *JP*

AMENDED

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

AMENDED

1. Name: MASON CREEK DITCH CO.
Address: C/O RICHARD BICANDI
1905 MESA
CALDWELL, ID

208-459-0428

83605

2. Date of Priority: JUN 01, 1869

3. Source: BOISE RIVER

Trib. to: SNAKE RIVER

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
04N	02W	24	NE	NE	NE		CANYON

5. Description of diverting works:

DIV.DAM IN BOISE R.W/HDGATE,DITCH,MAINT.BY PIONEER IRR. DIST.

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or)	A.F.A.
IRRIGATION	03/15	11/15	37.200		

7. Total Quantity Appropriated is:

37.200 C.F.S. (and/or)

A.F.A.

8. Total consumptive use is

6779.5 Acre Feet Per Annum.

9. Non-irrigation uses:

STOCKWATER INCIDENTAL TO IRRIGATION

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
04N	02W	7	SW	SE		IRR	10.0
			SE	SE		IRR	11.0

Section Acres 21.0

A63-00179

Page

1

Date: 03/19/90

MICROFILMED

OCT 02 1996

10. Place of Use: Continued

Township 04N	Range 02W	Section 8	1/4 SW	of 1/4 SW	Lot	Use IRR	Acres 9.0
Section Acres							9.0
17							
			SW	NE		IRR	40.0
			NE	NW		IRR	40.0
			NW	NW		IRR	40.0
			SW	NW		IRR	40.0
			SE	NW		IRR	40.0
			NE	SW		IRR	40.0
			NW	SW		IRR	40.0
			SW	SW		IRR	40.0
			SE	SW		IRR	40.0
			NW	SE		IRR	40.0
			SW	SE		IRR	40.0
			SE	SE		IRR	40.0
Section Acres							480.0
18							
			NE	NE		IRR	40.0
			NW	NE		IRR	40.0
			SW	NE		IRR	40.0
			SE	NE		IRR	40.0
			NE	NW		IRR	37.0
			NW	NW		IRR	30.0
			SW	NW		IRR	40.0
			SE	NW		IRR	40.0
			NW	SW		IRR	40.0
			SW	SW		IRR	40.0
			NE	SE		IRR	13.0
Section Acres							400.0
19							
			NE	NE		IRR	40.0
			NW	NE		IRR	40.0
			NE	NW		IRR	40.0
			NW	NW		IRR	40.0
Section Acres							160.0
03W 11							
			SW	SE		IRR	22.0
			SE	SE		IRR	21.0
Section Acres							43.0

MICROFILMED
OCT 02 1996

10. Place of Use: Continued

Township	Range	Section	1/4 of 1/4	Lot	Use	Acres
04N	03W	12	SE SE		IRR	12.0
					Section Acres	12.0
		13	NE	NE	IRR	40.0
			NW	NE	IRR	26.0
			SW	NE	IRR	25.0
			SE	NE	IRR	40.0
			NE	NW	IRR	26.0
			NW	NW	IRR	25.0
			SW	NW	IRR	26.0
			SE	NW	IRR	25.0
			NE	SW	IRR	26.0
			NW	SW	IRR	25.0
			SW	SW	IRR	40.0
			SE	SW	IRR	26.0
			NE	SE	IRR	40.0
			NW	SE	IRR	25.0
			SW	SE	IRR	25.0
			SE	SE	IRR	37.0
					Section Acres	477.0
		14	NE	NE	IRR	22.0
			NW	NE	IRR	22.0
			SW	NE	IRR	22.0
			SE	NE	IRR	21.0
			NE	NW	IRR	40.0
			NW	NW	IRR	40.0
			SW	NW	IRR	20.0
			SE	NW	IRR	40.0
			NE	SW	IRR	29.0
			SE	SW	IRR	16.0
			NE	SE	IRR	22.0
			NW	SE	IRR	21.0
					Section Acres	315.0
		24	NE	NE	IRR	20.0
					Section Acres	20.0
					Total Acres	1937.0

A63-00179

Page 3

Date: 03/19/90

MICROFILMED
OCT 02 1996

PID000277

11. Place of use in counties: CANYON

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

13. Other Water Rights Used:
N/A

14. Remarks:
THIS RIGHT IN CALDWELL HIGH LINE CANAL.

15. Basis of Claim: DECREED

Case Number:

Court :

Decree date:

FARMERS CO-OP DITCH CO.

Decree Plaintiff

vs

RIVERSIDE IRR. DIST.

Decree Defendant

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 wish to receive and pay a small annual fee for monthly copies of the docket sheet.

Number of attachments:

For Organizations:

I do solemnly swear or affirm that I am Sec. - Treasurer of

Mason Creek Ditch Co, that I have signed the foregoing
Organization

document in the space below as Sec. Treasurer of

Mason Creek Ditch Co and that the statements contained in the
Organization

foregoing document are true and correct.

Richard Bicardi
Signature of Authorized Agent

Sec. Treasurer Mason Creek Ditch Co.
Title and Organization

March 19 / 1990
Date

State of Idaho)

County of ADA) SS.

Subscribed and sworn (or affirmed) before me this 19 day

of MARCH 19 90

Jeff Peppersack
Notary Public

Seal

Residing at _____

My Commission Expires _____

Jeff Peppersack, Notary Public
Residing at Boise, Idaho
My Commission Expires Nov. 8, 1994

A63-00179

Page

5

Date: 03/19/90

MICROFILMED
OCT 02 1996

PID000279

12/14/2006

IDAHO DEPARTMENT OF WATER RESOURCES
RECOMMENDED WATER RIGHTS ACQUIRED UNDER STATE LAW

RIGHT NUMBER: 63-179C

NAME AND ADDRESS: MASON CREEK DITCH CO
C/O RICHARD BICANDI
1905 MASON
CALDWELL ID 83605

SOURCE: BOISE RIVER

TRIBUTARY: SNAKE RIVER

QUANTITY: 36.200 CFS

Whenever it becomes necessary for the watermaster to deliver this right the following condition shall apply. This right shall receive 100 percent of its decreed quantity until the natural flow of the waters of the Boise River shall decrease so that all rights containing this condition cannot receive 100 percent of their decreed quantities, at which time this right and the other rights containing this condition shall first be cut to 75 percent of their decreed quantities, as the natural flow of the river decreases, beginning with the latest rights containing this condition and proceeding to the earliest rights containing this condition in the order of their priority dates, and after all of the rights containing this condition shall have been reduced to 75 percent of their decreed quantities, should the natural flow of the waters of the river decrease below the amount necessary to supply 75 percent of those decreed quantities, then this right and the other rights containing this condition, beginning with the latest and proceeding to the earliest, shall be reduced to 60 percent of their decreed quantities.

PRIORITY DATE: 06/01/1869

POINT OF

DIVERSION: T04N R02W S24 NENENE Within CANYON County

PURPOSE AND
PERIOD OF USE:

PURPOSE OF USE	PERIOD OF USE	QUANTITY
IRRIGATION	03/15 11/15	36.200 CFS

Diversion for irrigation under this water right prior to April 1 and after October 31 shall occur only when the natural flow in the Boise River below the Star Bridge in Township 04 North, Range 01 West, Section 18, NE¼ of the SE¼ of the SE¼, Boise Meridian (approximate river mile 33.9) is sufficient for water to be available for diversion at the point of diversion described above, provided that any such use of this water right prior to April 1 and after October 31 shall be subordinated to water rights for storage in Lucky Peak Reservoir, Lake Lowell, Arrowrock Reservoir, and/or Anderson Ranch Reservoir, as decreed in SRBA Case No. 39576.

PLACE OF USE:

1504.3 ACRES TOTAL

The boundary encompassing the place of use for this water right is described with a digital boundary as defined by I.C. Section 42-202B(2) and authorized pursuant to I.C. Section 42-1411(2)(h). The data comprising the digital boundary are incorporated herein by reference and are stored on a CD-ROM disk issued in duplicate originals on file with the SRBA District Court and the Idaho Department of Water Resources. A map depicting the place of use is attached hereto to illustrate the place of use described by the digital boundary.

This right can be used to irrigate up to 1504.3 acres within the boundary of the Mason Creek Ditch Company.

OTHER PROVISIONS NECESSARY FOR DEFINITION OR ADMINISTRATION OF THIS WATER RIGHT:

This partial decree is subject to such general provisions necessary for the definition of the rights or for the efficient administration of the water rights as may be ultimately determined by the Court at a point in time no later than the entry of a final unified decree. Section 42-1412(6), Idaho Code.

This right is designated as No. 46 in the Stewart Decree and the Boise Water Distribution Report.

EXPLANATORY MATERIAL: BASIS OF CLAIM - Decreed

Right includes accomplished change in point of diversion pursuant to Section 42-1425, Idaho Code.

This right in Caldwell High Line Canal. Trans #29

DISTRICT COURT - SRBA
TWIN FALLS CO., IDAHO
FILED _____

2007 JUN 19 AM 11 34

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

In Re SRBA)



Subcase 63-00179C

(Insert water right number)

Case No. 39576)

STANDARD FORM 1
OBJECTION

Please fill in the following information:

B.

NAME AND ADDRESS OF PERSON OBJECTING

Name: Pioneer Irrigation District

Address: PO Box 426

Caldwell Idaho 83606

Daytime Phone: (208) 459-3617

Name & Address of Attorney, if any:

Scott L. Campbell

Moffatt Thomas Barrett Rock & Fields

PO Box 829, Boise, Idaho 83701

C.

CLAIMANT OF WATER RIGHT AS LISTED IN DIRECTOR'S REPORT

Name: Mason Creek Ditch Co.

Address: c/o Richard Bicandi

1905 Mason, Caldwell Idaho 83606

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

1. ☒ **Name and Address**
Should be: _____
2. ☒ **Source**
Should be: _____
3. ☒ **Quantity**
Should be: _____
4. ☒ **Priority Date**
Should be: _____
5. ☒ **Point(s) of Diversion**
Should be: _____
6. ☐ **Instream Flow Description**
Should be: _____
7. ☒ **Purpose(s) of Use**
Should be: _____
8. ☒ **Period of Year**
Should be: _____
9. ☒ **Place of Use**
Should be: _____

11. I object because:

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

E. REASONS SUPPORTING OBJECTION(S):

This water right should be recommended as No. 63-00179A, as claimed by Pioneer Irrigation District, based upon historic diversion, delivery, and use by the Pioneer Irrigation District through its system of canals and laterals. A true and correct copy of the claim is attached hereto as Attachment 1.



VERIFICATION (Must be Completed)

State of Idaho)
County of Ada)ss.

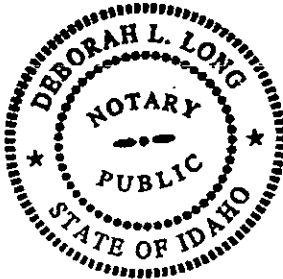
Scott L. Campbell, duly sworn, upon oath, deposes and says:
(Name of person filing objection)

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

(Signature of person filing objection)

Scott L. Campbell
(Attorney signing in representative capacity)

Subscribed and sworn to before me on: 6/19/07



Deborah Long
Notary Public for Idaho
Residing at: Boise
My Commission Expires: 10/10/07

INSTRUCTIONS FOR MAILING

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

G.

CERTIFICATE OF MAILING

I certify that on June 19, 2007, I mailed the original and copies of this objection, including all attachments, to the following persons:

1. Original to:

Clerk of the District Court
Snake River Basin Adjudication
253 Third Avenue North
PO Box 2707
Twin Falls, ID 83303-2707

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

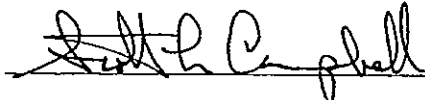
Name: Mason Creek Ditch Co.
Address: c/o Richard Bicandi
1905 Mason, Caldwell Idaho 83606

3. Copies to:

IDWR Document Depository
PO Box 83720
Boise, ID 83720-0098

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

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


mailing on Objector's behalf

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 63-179

Date Received _____

Receipt Number _____

**NOTICE OF CLAIM
TO A
WATER RIGHT
ACQUIRED UNDER STATE LAW**

Please type or print clearly

1. Name of Claimant (s) Pioneer Irrigation District Phone (208) 459-3617

Mailing Address P.O. Box 426, Caldwell, Idaho Zip 83605

2. Date of Priority (Only one (1) per claim) June 1, 1869

3. Source of water supply (a) Boise River
which is tributary to (b) Snake River

4. a. Location of existing point of diversion is: Township 4 N. Range 1 W. Section 24,
1/4 of N.E. 1/4 of N.E. 1/4, Govt. Lot, B.M., County of Canyon

Additional points of diversion if any: See Attachment One

b. If instream flow, beginning point of claimed instream flow is:

Township _____ Range _____ Section _____, 1/4 of 1/4 of 1/4,

Govt. Lot _____ B.M., County of _____

ending point is: Township _____ Range _____ Section _____, 1/4 of 1/4 of

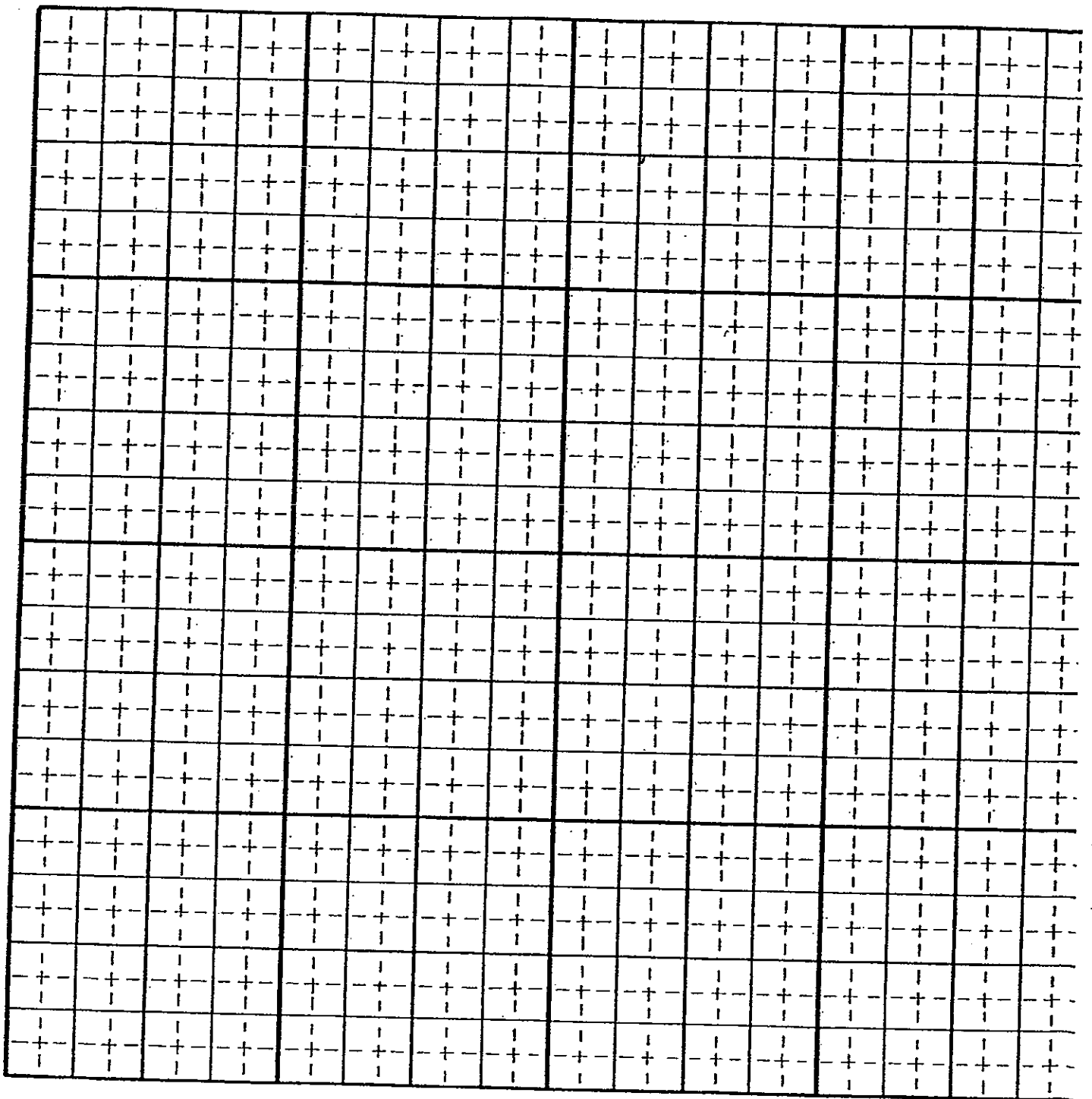
1/4, Govt. Lot B.M., County of

5. Description of existing diversion works (Dams, Reservoirs, Ditches, Wells, Pumps, Pipelines, Headgates, Etc),
including the dates of any changes or enlargements in use, the dimensions of the diversion works as
constructed and as enlarged and the depth of each well. concrete diversion dam in Boise River
to headgate and Caldwell Highline Canal to lateral ditches

Map of Project: show clearly the point of diversion, place of use, section number, township, and range number.

Scale: 2 inches equals 1 mile

See Exhibits A, A(1), A(2) and A(3) to Claim No. A63-0224



Last Name Pioneer Ident No. _____

Copies: White-State, Yellow-Claimant

PID000287

15. Basis of Claim (check one) Beneficial Use _____ Posted Notice _____ License _____ Permit _____
Decree X

If applicable provide IDWR Water Right Number No. 63-00179

Court _____ Case Number _____ Decree Date _____

Plaintiff vs Defendant _____

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 two

For Individuals: I do solemnly swear or affirm that the statements contained in the foregoing document are true and correct.

Signature of Claimant (s) _____ Date _____

_____ Date _____

For Organizations: I do solemnly swear or affirm that I am _____ President

of Pioneer Irrigation District Title _____

Organization _____, that I have signed the foregoing

document in the space below as President of Pioneer Irrigation District

Title _____ Organization _____

and that the statements contained in the foregoing document are true and correct.

Signature of Authorized Agent Kenneth Brush

Title and Organization President, Pioneer Irrigation District Date 3/14/90

State of Idaho/or _____)
County of Ada) SS.

Subscribed and sworn (or affirmed) before me this 14 day of March 19 90

SEAL

Notary Public Carole D. Ford

Residing at Boise, Idaho

My Commission Expires 6/27/93

Please Print Name

17. Notice of Appearance:

Notice is hereby given that I, Scott L. Campbell will be acting as attorney at law on behalf of the claimant signing above, and that all notices required by law to be mailed by the director to the claimant signing above should be mailed to me at the address listed below.

Signature Scott L. Campbell

Address P.O. Box 1539, Boise, ID 83701-1539

Date 3/14/90

Last Name Pioneer Ident. Number _____

Copies White-State, Yellow-Claimant

ATTACHMENT ONE

T. 3 N., R. 1 E., Section 23,
S.W. 1/4 of N.W. 1/4.

This "point of diversion" is a concrete diversion structure with flashboards which regulates the flow of the south and north channels of the Boise River. It is located at the east end of Eagle Island and permits diversion of sufficient amounts of water down the south channel of the Boise River to permit Pioneer Irrigation District to divert its water into the Phyllis and Caldwell Highline canals.

FIVE MILE--MASON CREEK--HIGHLINE

May 9, 1938

Years ago when Pioneer Irrigation District took over the Mason Creek Ditch Company and Franklin Ditch Company it enlarged the ditch those companies had been using and called it the Caldwell Highline. In return for rights-of-way of Franklin Ditch Company and Mason Creek Ditch Company, P.I.D. agreed to carry their decreed water from the river through the Highline ditch which P.I.D. had enlarged and make no assessments against the lands of those two ditch companies. Turner thinks there is a contract covering this. The Highline probably had no water until P.I.D. made this trade with the Franklin and Mason Creek Companies.

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Pioneer dries Five Mile Drain, dumps water into the Highline, and when there isn't sufficient water below for the Franklin and Mason Creek rights P.I.D. diverts over its canal sufficient water to supply the shortage.

These Franklin and Mason Creek rights comprise about 750 to 800 acres.

Mason Creek Ditch Company picks up the water diverted over the Highline at a point about 1 1/2 miles below the point where Highline crosses Five Mile Drain.

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As to Highline water, P.I.D. has nothing decreed in its name. Its Highline water is decreed as follows:

To Franklin Ditch Company (Rights Nos. 34 and 77).

To Mason Creek Ditch Company (Right No. 46).

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

In Re SRBA

Case No. 39576

A. Subcase 63-00179C(Insert water right number
From the Objection Form)

STANDARD FORM 2
RESPONSE TO OBJECTION

Please print or type the following information:

B. NAME AND ADDRESS OF PERSON RESPONDING

Name: JOHN J McEvoyAddress: 1703 N KCID RDCALDWELL ID 83605Daytime Phone: 208-899-7264

Name & Address of Attorney, if any:

C. NAME AND ADDRESS OF PERSON WHO FILED THE OBJECTION TO
WHICH YOU ARE RESPONDING

Name: Pioneer Irrigation DistrictAddress: PO Box 426Caldwell, Idaho 83606

D. I am responding to the objections to the following elements. (Please check the appropriate box(es)).

- True Claimant
1. ☒ Name and Address MASON CREEK DITCH CO.
 2. ☒ Source BOISE RIVER
 3. ☒ Quantity STEWART DECREE ^{CFS} 37.20 = 1800 inches
 4. ☒ Priority Date 6-1-1869 ~~1846~~
 5. ☒ Point(s) of Diversion TWP 4N RANGE 10W SECTION 24
 6. ☐ Instream Flow Description
 7. ☒ Purpose(s) of Use IRRIGATION OF LANDS OF MCD STOCKHOLDERS
 8. ☒ Period of Year APR 1 To NOV 1
 9. ☒ Place of Use MASON CREEK DITCH CO. BOUNDARIES
 11. Recommendation
 - ☐ This water right should not exist.
 - ☒ This water right was ~~not recommended, but should be recommended with the~~ elements described above.

E. VERIFICATION (Must be Completed)

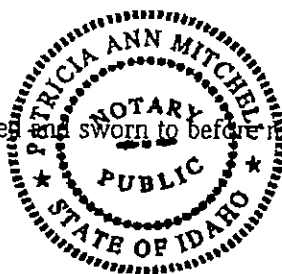
State of Idaho
County of CANYON)ss.

John J. McEvoy, duly sworn, upon oath, deposes and says:
(Name of person filling response)

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

John J. McEvoy
(Signature of person filing response)
(Attorney signing in representative capacity)

Subscribed and sworn to before me on:



August 18, 2007
Patricia Ann Mitchell
Notary Public for Idaho
Residing at: Nampa, Idaho
My Commission Expires: 01-09-09

INSTRUCTIONS FOR MAILING

You must mail the response, including all attachments, to the Clerk of the Court. FAX filings will not be accepted. You must also send a copy to all the parties listed below in the Certificate of Mailing.

F.

CERTIFICATE OF MAILING

I certify that on 8-18-07, ~~199-~~, I mailed the original and copies of this response, including all attachments, to the following persons:

1. Original to:

Clerk of the District Court
Snake River Basin Adjudication
253 Third Avenue North
PO Box 2707
Twin Falls, ID 83303-2707

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

Name: MASON CREEK Ditch Co.
Address: Co Richard Biscardi
1905 MASON, EADWELL, Id. 83606

3. One copy to the party who filed the objection at the following address:

Name: PIONEER Irrigation District
Address: PO Box 426 EADWELL, Idaho 83606

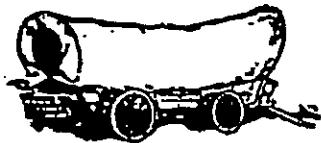
4. Copies to:

IDWR Document Depository
PO Box 83720
Boise, ID 83720-0098

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

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

Martin C. Soler MCD Stock Holder
Your signature or signature of attorney
mailing on your behalf



Pioneer Irrigation District

JEFF SCOTT
Superintendent

MARK ZIRSCHKY
Assistant Superintendent

P. O. BOX 426 • CALDWELL, IDAHO 83606
(208) 459-3617

NAIDA KELLEHER
Secretary-Treasurer

Fax Transmittal Sheet

Date: 8-20-07

To: Scott Campbell

From: Naida

Number of Pages 4 (Including This One)

Re: Response to Objection
Mason Creek Ditch Co

Notes: _____

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 63-32580
Date Received: 11/20/2006
Receipt No: C-82713
Received By: RECEIVED

~~NEW CLAIM~~

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

NOV 29 2006
DEPARTMENT OF
WATER RESOURCES

1. Name of Claimant(s)

MASON CREEK DITCH CO Phone: (208)459-0428

C/O RICHARD BICANDI
1905 MASON
CALDWELL ID USA 83605

2. Date of Priority: 06/01/1869

3. Source: MASON CREEK Trib. to: BOISE RIVER

4. Point of Diversion:

Township	Range	Section	1/4 of 1/4 of 1/4 Lot	County	Type
04N	02W	19	NW NW	CANYON	
04N	02W	19	SE NW	CANYON	

5. Description of diverting works:

DIV. DAM IN MASON CREEK

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or) A.F.A
IRRIGATION	3/15	11/15	17	

7. Total Quantity Appropriated is:
17 C.F.S.

8. Total consumptive use:

9. Non-irrigation uses:

63-179C

11/20/2006

SCANNED

1

DEC 13 2006

PID000295

10. Place of use:

Township	Range	Section	1/4 of 1/4	Lot	Use	Acres	
04N	02W	7	SE	SE	IRRIGATION	11	
			SW	SE	IRRIGATION	10	
			Section Acres				21
04N	02W	8	SW	SW	IRRIGATION	9	
			Section Acres				9
04N	02W	17	SW	NE	IRRIGATION	40	
			NE	NW	IRRIGATION	40	
			NW	NW	IRRIGATION	40	
			SW	NW	IRRIGATION	40	
			SE	NW	IRRIGATION	40	
			NW	SW	IRRIGATION	40	
			NW	SE	IRRIGATION	40	
			SW	SE	IRRIGATION	40	
			SE	SE	IRRIGATION	40	
			NE	SW	IRRIGATION	40	
			SW	SW	IRRIGATION	40	
			SE	SW	IRRIGATION	40	
			Section Acres				480
04N	02W	18	NE	NE	IRRIGATION	40	
			NW	NE	IRRIGATION	40	
			NE	SE	IRRIGATION	13	
			NE	NW	IRRIGATION	37	
			NW	NW	IRRIGATION	30	
			SW	NW	IRRIGATION	40	
			SE	NW	IRRIGATION	40	
			NW	SW	IRRIGATION	40	
			SW	SW	IRRIGATION	40	
			SW	NE	IRRIGATION	40	
			SE	NE	IRRIGATION	40	
			Section Acres				400
			04N	02W	19	NE	NE
NW	NE	IRRIGATION				40	
NE	NW	IRRIGATION				40	
NW	NW	IRRIGATION				40	
Section Acres				160			
04N	03W	11	SE	SE	IRRIGATION	21	
			SW	SE	IRRIGATION	22	
Section Acres				43			
04N	03W	12	SE	SE	IRRIGATION	12	

04N	03W	13			Section Acres	12
			NE	NW	IRRIGATION	26
			NW	NW	IRRIGATION	25
			NE	NE	IRRIGATION	40
			NW	NE	IRRIGATION	26
			SW	NE	IRRIGATION	25
			SE	NE	IRRIGATION	40
			SW	NW	IRRIGATION	26
			SE	NW	IRRIGATION	25
			NE	SW	IRRIGATION	26
			NW	SW	IRRIGATION	25
			SW	SW	IRRIGATION	40
			SE	SW	IRRIGATION	26
			NE	SE	IRRIGATION	40
			NW	SE	IRRIGATION	25
			SW	SE	IRRIGATION	25
			SE	SE	IRRIGATION	37
					Section Acres	477
04N	03W	14			IRRIGATION	22
			NE	NE	IRRIGATION	22
			NW	NE	IRRIGATION	22
			SW	NE	IRRIGATION	21
			SE	NE	IRRIGATION	40
			NE	NW	IRRIGATION	40
			NW	NW	IRRIGATION	20
			SW	NW	IRRIGATION	29
			NE	SW	IRRIGATION	16
			SE	SW	IRRIGATION	22
			NE	SE	IRRIGATION	21
			NW	SE	IRRIGATION	40
			SE	NW	IRRIGATION	
					Section Acres	315
04N	03W	24			IRRIGATION	20
			NE	NE		
					Section Acres	20
					Total Acres	1937

11. Place of use in counties: CANYON
12. Do you own the property listed above as place of use? Yes
13. Other Water Rights Used:
14. Remarks:

POU is west of Wells Road.

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 ☒ wish to receive and pay a small annual fee for monthly copies of the docket sheet.

Number of attachments: _____

For Organizations:

I do solemnly swear or affirm that I am SECRETARY R.T.B.
RICHARD BICARDI of
Title
Mason Creek Ditch Co., that I have signed the foregoing
Organization

document in the space below as SECRETARY of
Title
Mason Creek Ditch Co and that the statements contained in the
Organization

foregoing document are true and correct. Richard T. Bicardi
Signature of Authorized Agent

Secretary of Mason Creek Ditch Co.
Title and Organization

11-28-06
Date

State of Idaho)
County of CANYON) SS.

Subscribed and sworn (or affirmed) before me this

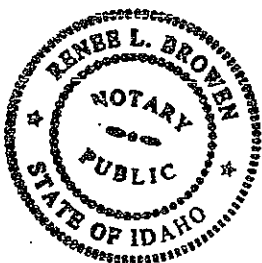
28 of NOVEMBER 2006

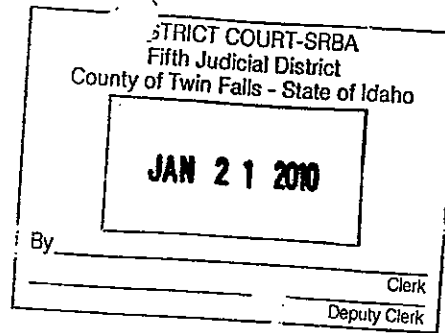
Renée L. Browen

Notary Public

Residing at WILDER ID

My commission Expires 04/27/10





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

In Re SRBA)
Case No. 39576)
A. Subcase 63-32580
(Insert water right number)
**STANDARD FORM 1
OBJECTION**

Please fill in the following information:

B. NAME AND ADDRESS OF PERSON OBJECTING

Name: Pioneer Irrigation District

Address: P.O. Box 426
Caldwell, Idaho 83606

Daytime Phone: 208-459-3617

Name & Address of Attorney, if any:
Scott L. Campbell / Andrew J. Waldera
Moffatt Thomas Barrett Rock & Fields
P.O. Box 829, Boise, ID 83701-0829

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

Name: Mason Creek Ditch Company

Address: c/o Richard Bicandi
1905 Mason, Caldwell, Idaho 83605

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

1. ☐ **Name and Address**
Should be: _____
2. ☒ **Source**
Should be: _____
Waste water remarks should be revised to more specifically identify source as waste water developed within the boundaries of Pioneer Irrigation District; and that such waste water is subject to the right of recapture by the District.
3. ☒ **Quantity**
Should be: _____
No more than 0.02 cfs/acre or the duty of water actually proven; stacked right with no. 63-00179C currently yields in excess of 0.02 cfs per acre for irrigation purposes.
4. ☐ **Priority Date**
Should be: _____
5. ☐ **Point of Diversion**
Should be: _____
6. ☐ **Instream Flow Beginning and Ending Point**
Should be: _____
7. ☐ **Purpose(s) of Use**
Should be: _____
8. ☐ **Period of Year**
Should be: _____
9. ☐ **Place of Use**
Should be: _____
10. ☐ **I object because:**
☐ This water right Should not exist.
☐ This water right was not recommended, but Should be recommended with the elements described above.

E. REASONS SUPPORTING OBJECTIONS(S): _____

F.

VERIFICATION (must be completed)

State of Idaho)
)ss.
County of Ada)

Andrew J. Waldera, duly sworn, upon oath, deposes and says:
(Name of person filing objection)

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

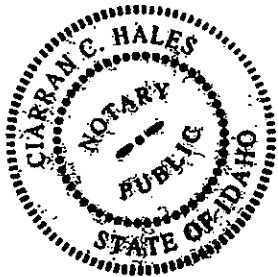
(Signature of person filing objection)

[Signature]

(Attorney signing in representative capacity)

Subscribed and sworn to before me on:

1/19/10



[Signature]
Notary Public for Idaho

Residing at: Boise, Idaho

My Commission Expires: 4/9/2013

INSTRUCTIONS FOR MAILING

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

G. CERTIFICATE OF MAILING

I certify that on January 19, 2010, I mailed the original and copies of this objection, including all attachments, to the following persons:

1. Original to:

Clerk of the District court
Snake River Basin Adjudication
253 Third Avenue North
PO Box 2707
Twin Falls, ID 83303-2707

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

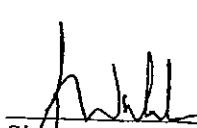
Name: Mason Creek Ditch Company c/o Richard Bicandi
Address: 1905 Mason
Caldwell, ID 83605

3. Copies to:

IDWR Document Depository
PO Box 83720
Boise, ID 83720-0098

United States Department of Justice
Environment & Nat'l Resources Div
550 W Fort Street, MSC 033
Boise, ID 83724

Chief, Natural Resources Division
Office of Attorney General
PO Box 44449
Boise, ID 83711-4449



Signature of objector or attorney
mailing on Objector's behalf

11/19/2009

IDAHO DEPARTMENT OF WATER RESOURCES
RECOMMENDED WATER RIGHTS ACQUIRED UNDER STATE LAW

RIGHT NUMBER: 63-32580

NAME AND ADDRESS: MASON CREEK DITCH CO
C/O RICHARD BICANDI
1905 MASON
CALDWELL ID 83605

SOURCE: MASON CREEK

TRIBUTARY: BOISE RIVER

The source of this water right includes waste water. The wasting of water may be discontinued at any time.

QUANTITY: 17.000 CFS

PRIORITY DATE: 03/01/1922

POINT OF
DIVERSION:

T04N R02W S19 NWNW Within CANYON County
T04N R02W S19 SENW Within CANYON County

PURPOSE AND
PERIOD OF USE:

PURPOSE OF USE

PERIOD OF USE

QUANTITY

IRRIGATION

03/01 11/15

17.000 CFS

PLACE OF USE:

850 ACRES TOTAL

The boundary encompassing the place of use for this water right is described with a digital boundary as defined by I.C. Section 42-202B(2) and authorized pursuant to I.C. Section 42-1411(2)(h). The data comprising the digital boundary are incorporated herein by reference and are stored on a CD-ROM disk issued in duplicate originals on file with the SRBA District Court and the Idaho Department of Water Resources. A map depicting the place of use is attached hereto to illustrate the place of use described by the digital boundary.

This right and Right No. 63-179C are limited to the irrigation of a combined total of 1504.3 acres in a single irrigation season.

OTHER PROVISIONS NECESSARY FOR DEFINITION OR ADMINISTRATION OF THIS WATER RIGHT:

This partial decree is subject to such general provisions necessary for the definition of the rights or for the efficient administration of the water rights as may be ultimately determined by the Court at a point in time no later than the entry of a final unified decree. Section 42-1412(6), Idaho Code.

EXPLANATORY MATERIAL: BASIS OF CLAIM - Beneficial Use

MINUTE BOOK, PIONEER IRRIGATION DISTRICT.

Office of the Pioneer Irrigation District.

July, 20th, 1907. The Board of Directors, met in regular Session at 10 O'clock A.M. present N.S. Ellis President, G.L. Calkins, L.E. Greenslet, Directors, and Edgar Meek Secretary. When the following proceedings were had:- G.D. Small Jr filed his Bond as Treasurer in the sum of \$30,000 and upon motion the same was approved.

I. Yant appeared before the Board and made the following proposition Whereas, by virtue of a certain contract with the Franklin Ditch Co. the members of said Franklin Ditch Co. are all entitled to Roads and Bridges from their respective places over what is now known as the High line Canal, and whereas all of the members of said Franklin Ditch Co. have had their Bridges Built and Roads made by the Pioneer Irrigation District, except the Carter Farm, now owned by the undersigned and the Williams Ranch, and whereas there is now growing across of Beets on said Ranches, it is very necessary that a Road should be Built to said Ranches. Said Road to be built on the Section line between sections 22 & 23 Twp, 4. N. R. 2W. said section line being the partition line between said Carter Ranch and Williams Ranch. Now therefore the undersigned beg to submit the following proposition. If the Pioneer Irrigation District, will deliver to the undersigned all the material necessary to construct said Bridge over said Canal, and also material for a Syphon for Lateral 5.17 under said Road as per the bill hereto attached, the undersigned will furnish the Labor of construction ^{of said} bridge and Syphon, also do all the grading necessary for the completion of ^{of said} road and will absolve the said Pioneer Irrigation District from all cost or expense on said Road hereafter. Except such as may be made necessary by the acts of the District.

Respectfully submitted, I. Yant. upon motion the proposition ^{is} hereby accepted, and Mr Yant is hereby intrusted to construct said bridge and do said grading in accordance with his proposition.

Now this day comes on regularly for hearing the application of Thomas D. Poston for the admission of the following described Lands within the Boundaries of the Pioneer Irrigation District Viz:- Beginning at a point

on the quarter section line between the ~~land~~ ^{land} of Section 26 Township 4. N. R. 3. B.M. 3554.3 feet East of the quarter section corner between Sections 26 & 27. Thence East along said line 350 feet to the Pioneer Ditch. Thence Southeasterly along said Ditch 350 feet to its intersection with the east line of the NW 1/4 of the SE 1/4 of Section 26. Thence South 700 feet along said East line. Thence Northwesterly 1160 feet to the point of beginning ~~xxxx~~ being 5.1 ~~xxxxxxx~~ Acres more or less. Whereas it appearing that the Said Thomas D. Poston has complied with all the requirements of the law relative to the admission of new lands within the Boundaries of the Pioneer Irrigation District upon motion it is hereby ordered that his petition be and the same is hereby granted, and the lands therein mentioned are attached and become a part of the second Division and Election Precinct of the said Pioneer Irrigation District.

MINUTE BOOK, PIONEER IRRIGATION DISTRICT.

On this day comes on for hearing the petition of Elijah Frost, Christen-son and Frost, for the admission of the following described lands within the boundaries of the Pioneer Irrigation District to-wit: beginning at the South east corner of the S. 34. N. 3. E. Sec. 28. Twp. 4. N. R. 23. W. B., thence North 175 feet, Thence South westerly at an angle of 63° five minutes 1319.5 feet, Thence North westerly at an angle of 24° 45' 2700 feet, Thence Southwesterly at an angle of 18° 15' 1700 feet, thence South 100 feet, thence West on center of Section line 4930 feet to the place of beginning excepting 10 acres in the South East corner, containing in all 47.12 acres. Also beginning at the South east corner of Sec. 28 Twp 4 N. R. 23 W. B. M. thence North 600 feet, then ~~xxxxxx~~ west 600 feet, thence South 600 feet, thence East 600 feet to the place of beginning, containing 10 acres. Whereas it appearing to the Board that the petitioners have complied with all the requirements of the law relative to the admission of new lands within the boundaries of the Pioneer District Upon Motion it is Ordered that the petition be and the same is hereby granted, and the lands therein mentioned are attached as become apart of the Third Division and Election Precinct of the said Pioneer District.

Upon motion the Secretary is hereby ordered to have 1000 copies of the District by-laws printed for distribution, and he is hereby instructed to ask for bids for the printing of them.

The following claims ~~xxxx~~ against the District were read and upon motion allowed and warrants ordered drawn upon the Maintenance Fund for the amounts.

E.N. Brown	Watermaster Salary	\$71.85	L.L. vejof	Labor	22.80
William Bardsley	Labor	7.10	L.A. Palmer	"	150
Law Bros	"	4.00	T. Rodgers	"	4.25
William Hamilton	Foreman	90.00	Hamp. Lbr Co	Wage	0.40
H.J. Jordan	Labor	88.85	Western Nat Bank	Time Chks	6.40
Howard Allen	"	6.50	T.F. Bridges	Wage	80.00
Charles Allen	"	9.00	Ind. Tel. Co	Service	2.25
A. Davis	"	3.35	California Tel. Co	Time Chks	5.80
H.E. Bradley	"	1.10	F. Snow	Labor	2.80
George Wilson	Watermaster	75.00	J.C. Rice	Foreman & Wm	102.40
A. Gillibay	"	60.00	James Mitchell	Team work	19.30
Thomas Gillisby	Labor	2.00	Clay Scott	" "	21.40
John Magnuson	"	2.25	Ind. Tel. Co	Light Service	2.85
George Brown	"	2.10	C.C. Smith	Wage	7.80
Geo Martineau	"	1.80	"	"	10.00
A. Schre	"	1.10	Simple Lumber Co	"	27.00
W. L. McIntosh	"	6.75	Grants Park	Right of way	3.00
Chas Douglas	"	2.10	Star Lumber Co	Lumber	3.10
E.L. Douglas	"	0.1	J.H. Roe	Labor	0.40
W.L. Douglas	"	1.10	John Howard	"	48.00
B.S. Weyand	Stationer	20.00	W. Barney	"	20.00
A.S. Sewer	Supt.	30.00	Doctor Lewis	Med	30.00

MINUTE BOOK, PIONEER IRRIGATION DISTRICT.

J.M. Reeves	Labor	0 25	John Shepard	" "	39.00
J.C. Rwe	Foreman & Teams	160.60	H.C. Duke	" "	54.97
Boyes Hard, C	Merch	29 25	Jihn Aitche	" & Time Cks	112.80
Caldwell Lumber Co	Mase	7.55	L.J. Rolus	Labor	48.10
Glass & Prdhomme	Blan Book	13.00	W.J. Marsh...	"	19.95
First Nat Bank	Time Checks	548.72	Lester Lewis	"	9.00
The News Pnt Co, Printing		29.00	J.C. Roe	Foreman & Teams	156.30
Edger Meek, Salary & Expenses		157.95	Lester Lewis	Labor	6.75
First Nat Bank, Time check		37.12	John Howard	"	29.25
William Hamilton	Foreman	90.00	O.C. Mesmer	Watermaster	2500
H. Jordan	Labor	72.00	John Winne	"	75.00
Hosea Jordan	Team	54.35	B.W. Sower	Supt	100.00
T.L. Smith	Time Check	18.00	Joe Dickens	Labor	33.25
Wm Haworth	Water Wheel	34.00	W.G. Grosvenr	"	2.10
Rocky Mt Bell Co	Tel.	27.00	John Magruder	"	6.20
Knowlton & Knowlton Lumber		283.00	B.W. Sower	Expense	11.50
Central Lum Co	"	19.25	Thomas Gillisby	Labor	6.50
Tribune Prtg Co, Pub Tax List		35.00	R.E. Simmons	Team	12.50
Ballantyne Mer Co, Mase		2.00	W. Hamilton	Expense	1.20
A. McGowen	Blacksmithing	18.25	G.L. Calkins	Salary fixate	20.10
A/Philpot	Labor	28.85	L.E. Greenalet	Sal & expense	58.10
G.E. Bumgarner	"	20.00	Geo Rodigriz	Labor	15.30
W.E. Parker Sal. As Treas,		85.05	Winchester & Co	Labor	2.95
A. Roberts	Labor	10.50	Vickers & Sims Co	Mase,	46.25
Star Feed Stable	Bel	0.75	H.G. Monce	Damages 1906,	200.00
Eastman Teller Co	Mase,	161.60	A.M. Dorsey	Time Chcks	21.45
John Magruder	Labor	22.25	W.S. Dils	Sal 3 Months & Exps,	55.65
C.O. Dutcher	"	13.60	Total \$4954.94		
H.J. Jordan	"	2.35			
Hosea Jordin	"	1.10			
T. Taylor	"	2.35			
Z. Patterson	Team	2.35			
J.D. Baker	"	4.60			
L. Weymouth	"	5.50			
L. Boulton	"	4.45			
J.F. Messler	"	3.60			
A. Wittenan	"	4.95			
Roy Snyder	"	1.10			
Thomas Sterling	Team	13.15			
B.S. Weymouth	Watermaster	75.00			
Geo. Wilson	"	75.00			
E.E. Brown	"	75.00			
Geo Springer	" & Expense	77.25			
F. Dougherty	"	19.50			
E. Anderson	"	55.00			

MINUTE BOOK, PIONEER IRRIGATION DISTRICT.

*Claims
Disallowed*

The following claims against the District were read and upon motion disallowed

F.H. McConnell to two days work on lateral	13.3 @ \$3.00 per day	\$ 6.00
M.G. McConnell " " " " " " " " " " " "	" " " " " " " " " " " "	6.50
R.A. Griffiths Lumber tax wait		8.65

8.65

There appearing no further business the Board upon motion adjourned

Wine-Pie.

Attest

Edgar M. McConnell
Secretary

Approved

W.S. J. 12
President

Caldwell, Idaho
April 7, 1977

The Board met in regular session with members Harold Whittig, Fred Houston and Wayne Naugle present. Hazel A. Robinson, Sec. Treas. and Arthur S. Norland, Supt. present. Peter J. Boyd, Atty. present.

Minutes of the meeting on March 7, 1977, were approved. The Treasurers report for the month of March was examined and accepted. Claims in the amount of \$45, 684.58 were examined and ordered paid by the issuance of Checks #2632 thru #2732 as shown by the check register, which by reference thereto hereby becomes a part of these minutes.

The Secretary and President were authorized to issue and sign Quitclaim Deed to Mike Loegering to the following property: Block 6, Lot 3, Warnock Sub. # 2, Nampa, Idaho. Section 21-3-2, for the amount of \$67.81.

Fred Houston moved that the District pay Vern Gibson \$510.00 per agreement of January 10th, stating they would pay cost to dig 1700 feet of drain at .30¢ per foot. Mr. Gibson was asking that the District stand more of his bill. The motion was seconded and carried.

Gene Larson representing the Franklin Ditch Co met with the Board to determine how much water the District would be delivering to them this year. Also Mason Creek water-rights were discussed and the conclusion was that the District would deliver the same amount of water to Franklin Ditch Co. and Mason Creek as they deliver to land within the District. Statement dated May 28, 1940, by Turner and Welsh, says the practice for a number of years has been to deliver same percentage as to its other users. But they are not sure the District would be required to do that under its Franklin contract.

The Superintendent checked and Lyle Flaming does have his own meter on his sprinkler system at the District's Street Well.

Fred Houston moved that we pay Henry Davis \$200.00 for the years of 1976 and 1977 for silt pond, per agreement made in 1974. Motion seconded and carried.

Jack Harris was to be informed he would have to accept his share of the water loss in delivery.

The Superintendent was to inform the City of Nampa they would be charged with the water being used from a number of small openings in lining of our Phyllis canal by their water users.

W. L. Hendersons request for transfer of water was tabled for lack of information.

Wells will be charged out on a rotation system beginning at the well and going down stream to end of lateral.

Atty. Peter J. Boyd advised that no water be transferred out of District. Requests by Wissell and Hoppers for transferring water were given to Mr. Boyd for an opinion.

Jim Beams request to transfer water to Farmers Union Co. was denied.

Water delivery to begin season will be ½ inch per acre steady flow or on demand up to a maximum of 1 inch per acre at the pleasure of the wateruser.

No further business appearing the Board adjourned.

ATTEST Hazel A. Robinson
HAZEL A. ROBINSON, SEC. TREAS.

Harold Whittig
HAROLD WHITTIG, PRESIDENT

Caldwell, Idaho
April 20, 1977

The Board met in special session, members Harold Whittig, Fred Houston and Wayne Naugle Present. Sec-Treas. Hazel A. Robinson and Supt. Arthur S. Norland present.

Others in attendance were the following Ditchriders: Brant Vandermeer, George Rambo, Brad Thornton, Ray Bell, Don Ziegler, Kenneth Ahrens and Lonnie Freeman.

October 6, 1989
Caldwell, Idaho

The Board met in regular session with members Lawerance V. Gray, Donald F. Sayre and Kenneth E. Brush present. Also present were Lonnie J. Freeman, Superintendent; Naida E. Kelleher, Secretary-Treasurer; and Scott Campbell, Attorney.

It was moved, seconded and carried to approve the minutes of the September 7, 1989 regular meeting. The Treasurer's Report for the month of September was examined and approved.

Claims in the amount of \$51,095.63 were examined, approved, and ordered paid by the issuance of checks #4764 through #4844 as shown by the check register, which by reference thereto, hereby becomes a part of these minutes.

Quitclaim Deed: The President and Secretary were authorized to sign and issue a Quitclaim Deed to Dorothy E. Larson upon the payment of \$208.91 to clear all delinquent irrigation taxes on property assessed under Account #4302 described as a part of Lot 2 of Block 1 in the Spear Subdivision, Caldwell, Idaho.

Shut Off Date: It was the consensus of the Board to shut water out of the system on Friday, October 13, 1989.

Gerald Clark: The District is in receipt of a release form from Mr. Clark's doctor authorizing Mr. Clark to return to unlimited work except for a fifty pound lifting limit, which should not be done repeatedly.

Allstate Insurance: Pioneer Irrigation District is in receipt of a check in the amount of \$516.68 to cover the costs involved to replace one 10" canal gate and 14 feet of pipe at the intersection of Lake Avenue and Highway 55. Damage was done by an individual insured with Allstate.

Pleasant Ridge Cemetary: Ms. Helen Olsen has inquired as to whether there are water rights to the Pleasant Ridge Cemetary, and if water would now be available even though it has not been delivered to the cemetary for several years. It was the consensus of the Board to try and track down who the legal owner is. Director Kenneth Brush said he would attempt to do so. Director Don Sayre is going to check to see if there is a cemetary tax assessment being paid by local residents for this particular cemetary. Those interested in having water delivered to the property will need to determine how they plan to have water delivered to the property, and present their plan to the Board at a later date.

Chapman and Smith: Changes have been made in the Groves Branch Lateral on the Stanley Smith property which are not in compliance with the plans and diagrams approved by the Board of Directors of Pioneer Irrigation District at their meeting on April 7, 1989 in the presence of Messrs John and David Chapman, and Mr. Stanley Smith. Attorney Campbell has written a letter to their attorney, Andrew M. Harrington, reminding him that under Idaho Code section 42-1207, any "change must be made in such a manner as not to impede the flow of water therein, or to otherwise injure any person or persons using or interested in such lateral ditch." Future use of said changed lateral will determine whether the above conditions are adhered to.

Audit: The Board received an engagement letter from Ripley, Doorn & Co. stating they will perform a general audit of Pioneer Irrigation District's financial statements for the year ending September 30, 1989 at a cost of \$1750. It was moved, seconded and carried to accept said engagement letter.

Dale Jones & Adjudication: Board discussed Dale Jones regarding the use of a pump out of Grimms Drain onto property assessed by Pioneer Irrigation on the tax roles. This appears to be a situation which would not require Mr. Jones to file adjudication forms since Pioneer will be filing on the water used as part of the District's water.

Adjudication: Superintendent Freeman asked Attorney Campbell who is responsible for filing on the Mason Creek Ditch Co., Franklin Ditch Co., Golden Gate, Canyon Hill and Eureka water. Attorney Campbell said he would review the contracts which Pioneer Irrigation District has with said ditch companies and inform Pioneer as to who is responsible for said filings.

Underground Storage Tanks: Superintendent Freeman reported to the Board his findings regarding the E.P.A. requirements for underground storage tanks. It was the consensus of the Board to remove the existing underground storage tanks and to use a local outlet for fuel. Replacement cost of \$16,487.00 was submitted by Petrol Services Inc., 219 West 40th Street, Boise, Idaho.

Milt Minor: Appeared before the Board regarding his request to install a fence on Pioneer Irrigation District's easement along the Phyllis Canal. It was the consensus of the Board to have Director Lawerance Gray, Superintendent Lonnie Freeman, and Mr. Bob Ferdinand meet at the site and discuss the particular needs of everyone concerned. After said meeting, the Board will make a decision regarding Mr. Minor's request.

Steve Isaacson: Requested Pioneer Irrigation District to put in a spill out of the 13.3 Lateral down to the Solomon Drain Ditch. It was the consensus of the Board for Director Lawerance V. Gray and Superintendent Lonnie J. Freeman to meet with Mr. Isaacson at said site before a decision is made.

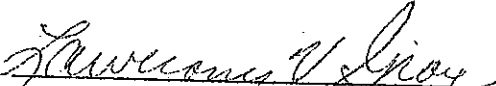
Ace Allen: requested a headgate on the 25.1 Lateral. It was the consensus of the Board to deny said request.

Torbett Lateral: Mr. Glen Bower requested a headgate to be installed on a division box at the end of the Torbett Lateral. It was the consensus of the Board to deny said request.

There being no further business appearing before the Board, meeting was adjourned.

ATTEST:


NAIDA E. KELLEHER, Secretary


LAWERANCE V. GRAY, President

MISCELLANEOUS:

CALDWELL CHRISTIAN CHURCH: Supt. Jeff Scott informed the Board of asphalt and a curb encroaching upon the Lowline Canal Easement being constructed by said church. It was the consensus of the Board to notify said church that they will need to enter into an agreement which is to be drawn up by Attorney Campbell.

LOST RIVER SUBDIVISION: Supt. Jeff Scott advised the Board of a telephone call he received from the developer for said subdivision, stating they submitted plans in December for said Subdivision. To date neither Pioneer Irrigation District nor the District's Engineer have received a full set of plans, nor has Attorney Campbell's office been contacted regarding the drawing up the necessary agreements. No action was taken by the Board.

LEGAL MATTERS:

NEPA ENVIRONMENTAL ASSESSMENT: Attorney Campbell presented to the Board a proposal from John Petrovsky Associates (JPA) to prepare a NEPA Environmental Assessment for the proposed title transfer of the drains from the Bureau of Reclamation. A total cost for said assessment was quoted as being \$55,382.00. It was the consensus of the Board to authorize Attorney Campbell to authorize JPA to proceed with said assessment.

Attorney Campbell provided updates to the Board on matters which he is currently representing the District on. No further Board action was required.

No further business was addressed by the Board, and those items which were not addressed have been tabled until the Board meeting to be held March 7, 2007.

ATTEST:


NAIDA E. KELLEHER, Secretary


ALAN NEWBILL, President

March 7, 2007
Caldwell, Idaho

The Board of Directors of Pioneer Irrigation District met in regular session with Directors Alan Newbill, Leland Earnest and Rob Greenfield. Also present were Jeffrey C. Scott, Superintendent; Secretary/Treasurer Naida Kelleher; and Attorney Scott Campbell.

It was moved, seconded and carried to approve the minutes of the Special Board Meeting held February 6, 2007, and also the minutes of the Regular Board Meeting held February 7, 2007.

March 7, 2007

Caldwell, Idaho moved, seconded and carried to approve the minutes of the (Page 94)

The financial reports as presented from the QuickBooks printouts were reviewed and accepted. All statements and invoices were reviewed and ordered paid as per the check detail submitted in the amount of \$129,016.77 by issuance of checks #8331 thru #8415.

QUITCLAIM DEEDS: It was the consensus of the Board to sign the following Quitclaim Deeds for properties assessed under the accounts listed, upon all delinquent and current assessments owing being paid in full in the following amounts:

Jamie A. & Paul Markham	Acct. #52-4	Pd. \$ 383.09
Leandro Ramos Ramirez	Acct. #1035-69	Pd. \$ 143.08
Adam, David & Maria Del Rosairo Garcia	Acct. #1262-52	Pd. \$1110.05
Ellis O. and Sandra Wade	Acct. #1864	Pd. \$ 246.16
Josephine & Patricio G. Pena	Acct. #2940	Pd. \$ 289.09
Jose R. Zamarron	Acct. #3521	Pd. \$ 256.01
Jadranko & Alma Sehovic	Acct. #5145	Pd. \$ 521.16
Ernst W. Woodworth	Acct. #5158	Pd. \$ 673.32
Terry Marzuola	Acct. #5294	Pd. \$ 723.36
David L. West	Acct. #5585	Pd. \$ 726.95
Leticia Salinas	Acct. #6066	Pd. \$1069.19
Thomas D. & Kimberly Tippets	Acct. #6702	Pd. \$ 686.36

ORDINANCES: It was moved, seconded and carried to approve the following ordinances:

- CITY OF NAMPA, Ordinance #3661, Annexing 2.69 acres (Acct. #'s 453-1 and 453-2) for the Greens at Ridgecrest #2 Subdivision;
- CITY OF CALDWELL, Ordinance #2656, Annexing 14.78 acres (Acct. #1221) for Four Seasons Sub. #3 and #4.

EXCLUSIONS: The following Petitions for Exclusion were presented to the Board for consideration:

Acct. #1116-5 for property located at 7750 Ustick Rd. in Nampa. Petition received from Mrs. David Lees who states they "have their own well with a sprinkler system that provides sufficient water for our domestic and irrigation purposes." Research revealed said property is under Gate 18, however the ditchrider states no one has used it since installed, so he doesn't know if it works or not. Due to petitioner having their own source of water, it was the consensus of the Board to grant said exclusion.

Acct. #1284 for property located at 3606 E. Homedale Rd. in Caldwell: Petition received from Donald E. and Billie M. Handley who state "There isn't any way we can get water to this property." Research by Pioneer personnel reveals it is very possible to get water from Gate #9 on the 25.1 Lateral. Said property is located behind the home of one of Pioneer's ditchriders. It was the consensus of the Board to deny said petition.

Acct. #1845-2 for property located at 2504 S. Willowbrook in Caldwell. Petition received from Cynthia J. Zechmann/Horton who stated the reason for requesting exclusion was "because of the lack of access to any water for irrigation purposes." Research revealed that Gate 10 off of the 10th St. Lateral is the delivery point for this parcel of property, which is a very long way from the property. It was the consensus of the Board to grant said petition.

Acct. #2256 for property located at 11863 Wilma Lane in Nampa. Petition received from Mark K. and Debra J. Simpson who stated "We do not have access or have ever had any access to irrigation water at our property..." Pioneer personnel determined delivery is made through a headgate at Portner Rd. & Moss Lane (Gate 13 on the 15.0 Lateral) and the headgate is open all season. It was the consensus of the Board to table this Petition, and further research will be made on the delivery to this parcel.

Acct. #9993 for property located at 517 Blaine in Caldwell. Petition received from Glenn Koch, President of Koch Inc. Previously petitioned for exclusion from the Caldwell Lateral District. It has been determined that neither the Lateral District nor Pioneer Irrigation District can get him water. It was the consensus of the Board to grant said petition.

AGREEMENTS: It was the consensus of the Board to sign the following agreements as drawn up by Attorney Campbell's office:

AZURE PLACE SUBDIVISION: License Agreement;
BRASSY COVE SUBDIVISION: License Agreement;
CABLE ONE, Inc.: Utility License Agreement for crossing the Highline Canal and Railroad Lateral in connection with CASTLE PEAK SUBDIVISION;
CABLE ONE, Inc.: Utility License Agreement for crossing the Horton Lateral (400 Lateral) in connection with MARBLE CREEK SUBDIVISION;
CITY OF NAMPA: License Agreement for Tiling the 11.5 Lateral;
DELAWARE PARK SUB. #8: Addendum to License Agreement;
GRANITE BASIN SUBDIVISION: License Agreement; and
WESTMINSTER SUBDIVISION #3: License Agreement.

It was the consensus of the Board to sign the following two agreements as written up by the Bureau of Reclamation:

CITY OF NAMPA's Contract No. 7-07-11-L2631 for Sewer and Water Pipeline Crossing of Isaiah Drain; and

S & D DEVELOPMENT's Contract No. 7-07-11-L2637 for Extension of Road Culvert Crossing of Yankee Drain.

The License Agreement for Dakota Crossing was returned to Attorney Campbell for rewriting due to developments which have arisen since the original one was drawn up. The original one was never signed by Pioneer Irrigation District.

APPOINTMENTS:

BROOKDALE SUBDIVISION: Mr. John Carpenter and Mr. Greg Anderson, both from Landmark Engineering, appeared before the Board regarding their desire to place a fence within Pioneer's easement on the maintenance road leading to the Korn Well. A common lot has been included on the Plat to provide for the Korn Well, with access to the well being made available via one of the streets within said subdivision. Two manholes are proposed on the easement going into the well.

It was the consensus of the Board to grant approval for the placement of the fence on the District's easement, with the following conditions:

1. The manhole covers will be placed where Pioneer can get to them without going through any gates;
2. Restrictions are to be put on the back 15' of each lot regarding what can/cannot be planted or built;
3. A NOTICE must be placed right up front regarding the dedicated easement, and is to be signed by every buyer of those lots, now and in the future, so every property owner will be made aware of the District's restricted easement.
4. The current Agreement will need to be revised extensively at the expense of the developer.

SAWGRASS VILLAGE: Mr. Ron Bath, Developer; Mr. Dave Meldrum, WRG Design; and Mr. Jared Farrow with Amcor Precast appeared before the Board. Mr. Meldrum spoke to the Board, requesting an extension of the completion date which is to be March 15, 2007. His initial request was for a 10 day extension.

Mr. Farrow stated it is the plan of Amcor Precast to deliver the bridge on March 15th, and if everything goes as planned, they should be able to install it within one day. After it is installed, there will need to be grouting and welding done. It was brought to their attention that the 404 Permit states "pilings" and not "casing" as is planned. This will need to be clarified by an e-mail from Greg Martinez, who is with the Army Corp. of Engineers, to Attorney Campbell's office.

The License Agreement is not completed. Attorney Campbell stated the License Agreement can be completed by the 15th if they get the needed documentation from the Army Corp. of Engineers.

The Plans show stormwater discharge into Dixie Drain. The gentlemen were made aware of the fact that the License Agreement that must be signed will prohibit any discharge into Dixie Drain.

It was the consensus of the Board to grant a day to day extension of time providing the above items are taken care of. Supt. Jeff Scott will be on site daily to check on the progress and will keep the Board informed. The Board also requested a check be made into the qualifications of Sinclair Construction since that firm is not known to have done work within Pioneer Irrigation District previously.

COPPER CREEK SUBDIVISION: Mr. Jason Davies of Bailey Engineers, and Mr. Eric Strand of Hubble Homes, appeared before the Board. A headgate was taken out of the Highline Canal without a 404 Permit being in place, and without an Agreement being in place. It was explained to the Board how this error occurred, and that it was not done with malice or the intent to sidestep the requirements of Pioneer Irrigation District. It is felt that the work will be completed by the 15th of March, and an extension of time was not requested.

Attorney Campbell stated the Agreement needs to be signed upon receipt of a statement from Greg Martinez of the U. S. Army Corp. of Engineers sent to Attorney Campbell's office, stating that a 404 permit is not required.

SKY RANCH BUSINESS CENTER #1: Mr. Jamie Hoover and Mr. Michael R. Moore of Freehold Development LLC, appeared before the board, along with Ms. Allison Gillis and Mr. Scott Sherrow from W & H Pacific. Mr. Sherrow stated they are requesting permission to work on the site after the March 15th deadline.

Their 404 Permit is in place, however the License Agreement is not in place even though Attorney Campbell's office sent out a Confirmation Letter in March of 2005. Claim was made that said letter was not received, and not until 2-2-07 did they inquire as to the need for a License Agreement and on same day another Letter of Confirmation was sent out, then delivered back to Mr. Campbell's office on 3-2-07.

A portion of the A Drain is going to be relocated. As of this date nothing has been provided to Attorney Campbell's office for inclusion in a License Agreement; revisions have been made to the plans, so there are no final plans and a 404 Permit is not in place.

It was the consensus of the Board that if everything can be completed by April 1st, the Board would grant an extension of time. The gentlemen were reminded to be sure to keep the District's Engineer, William Mason, informed of construction dates so that he can inspect the same.

NORCO: Mr. Burke Williams of Earth Energy appeared before the Board. He is proposing to bore a nitrogen pipeline under the Phyllis Canal, 13.3 East Lateral, 11.5 Lateral and the 11.6 Lateral. Earth Energy wants to use a casing for the nitrogen line which varies from the required steel casing. Said casing is made of HDPE (High Density Polyethylene), a sample of which Mr. Williams furnished to Pioneer for evaluation.

A 404 Permit has not been applied for, and he wants an extension of the March 15th deadline. Due to the uncertainty of when a 404 Permit, or an Exemption Letter can be obtained from the Army Corp. of Engineers, it was the consensus of the Board to delay making a decision regarding an extension of time until said Permit or Letter is received. The Board will also have a better idea of when the District will need to bring water into the delivery system, and whether sufficient time remains to allow for an extension of the March 15th deadline.

LOST RIVER SUBDIVISION: Mr. Justin Martin and Brian McCall of Farwest appeared before the Board along with Marty Goldsmith, owner of the project. They stated plans were submitted on December 15, 2006, however neither Pioneer personnel nor the District's Engineer have record of receiving those plans.

Mr. Martin requested permission to bore utility crossings under the Phyllis Canal without a 404 Permit in place, stating Mr. Martinez of the Army Corp of Engineers has told them they do not need a 404 Permit. A request for an extension of the March 15th deadline was also made. Their initial request was for an extension of time to April 10th. The Board was definitely opposed to such an extension, stating that April 1st is the absolute latest date on which work must be completed.

Plans were approved on March 2, 2007. There are revisions which must be made to the subdivision plat, per Scott Campbell's office. License Agreement is ready to go except for the 404 Permit, and a legal description of the easement.

A personal guarantee was made by Marty Goldsmith for any damages which might arise from the proposed bores. It was the consensus of the Board to extend the completion deadline to April 1, 2007, and absolutely no later, and they must obtain a letter of Waiver or a 404 Permit.

MASON CREEK DITCH COMPANY: Mr. John McEvoy, President of Mason Creek Ditch Co., and Mr. Marty Galvin, a wateruser within Mason Creek Ditch Co., appeared before the Board. Because there is acreage within their Ditch Co. which is not being irrigated any longer, they are wanting to put some water into the Water Bank. They requested Pioneer take less water out of the river and pick up more water further down out of Mason Creek.

Attorney Campbell explained to the gentlemen that Pioneer and Black Canyon Irrigation Districts are experiencing huge changes in the drainage system due to development taking place, and for other reasons as well. It was the consensus of the Board to table this matter until Pioneer can consider the potential consequences down the line. It may be that Pioneer would be violating the contract they currently have with Mason Creek Ditch Company, and also the storage water contracts with the Bureau of Reclamation. To make changes as requested by Mr. McEvoy and Mr. Galvin may very well require amendments to said contracts.

DAKOTA CROSSING: TJ Angstman, Principal Developer; and Steve Lynn who is with Liquid Realty, Inc., appeared before the Board, as well as Lupe Rodriguez and Scott Short, representatives of the Bureau of Reclamation.

Due to an incorrect survey being made, the pressurized irrigation line was installed on Pioneer's easement. Fault has been admitted, and said line will be removed. However, it is being requested of Pioneer to allow them to place the pressurized irrigation line within the easement along the Wilson Creek Drain by approximately 3 feet. It was stated they have spoken with a representative of the Army Corp. of Engineers, and they do not have any problem with said proposal.

In compensation, Pioneer would be granted use of an 8' gravel access road which will be located right next to the fence, without any liability. It was stated that the City of Caldwell is requiring the developer to put in an 8-foot pedestrian pathway upon Pioneer's easement. In a call made previously to the City of Caldwell, it was found that the City is requiring pathways to be put in adjacent to waterways, but not requiring they be put on Pioneer's easement.

The Board adjourned to do an on-site visit to the area involved.

Upon reconvening after the on-site visit, it was the consensus of the Board to request the Crossing Agreement be rewritten. It was also the consensus of the Board to allow the pressurized irrigation line to encroach within 2 to 3 feet onto Pioneer's easement within the bigger lots, and the individual services for each of these lots will lie within the property line. The individual services for the townhouses will lie within Pioneer's easement as close to the fence as they can physically get it. The developer is to go in and true the ditch bank up as much as is possible without disturbing the water channel. The work must be done above the ordinary high water mark. They are also to trim a couple of trees overhanging the easement. Pioneer will remove a tree which is currently within the channel.

MISCELLANEOUS:

FIRE: Personnel of Pioneer Irrigation District was responsible for a fire which got away and burned up a shed, a jeep, and miscellaneous items within the shed on March 6, 2007. ICRMP has been contacted and is taking care of this matter.

NORTHWEST IRRIGATION OPERATORS: It was the consensus of the Board to continue contributing to this organization. The fees for 2007 are \$25.00.

PIONEER'S STANDARD SPECIFICATIONS: The Board is thinking the District may need to change the District's Standard Specifications to include acceptance of the HDPE (High Density Polyethylene) pipe. Will need to have the District's engineer make a recommendation regarding the parameters, such as thickness of the pipe, isolation valves, etc.

ISON VILLAGE: Supt. Jeff Scott brought before the Board the matter of Ison Village proposing to do an upgrade to the Beechwood Subdivision pump station and tying into the same. It was the consensus of the Board that upon the completion of said upgrade, and when an inspection has been made to determine that it meets the requirements of Pioneer, Supt. Jeff Scott can accept it on behalf of Pioneer Irrigation District. It is noted the License Agreement is already in place. **(correction – it was discovered AFTER the meeting that there is no license agreement in place. Steps have been taken to correct this situation)**

NAMPA-MERIDIAN IRRIGATION DISTRICT sent a "Permanent Delivery Correction" to Pioneer for signature. Supt. Jeff Scott, and the Secretary have both spoken with Suzette Hewlett with Nampa & Meridian Irrigation District to try and determine exactly what is being requested of Pioneer to sign off on. It was the consensus of the Board to send this matter over to Attorney Campbell's office for his input.

IDAHO IRRIGATION PUMPERS ASSOC.: Said Assoc. sent Pioneer Irrigation District a request for the "renewal" of the District's membership, and indicated Pioneer last contributed \$100.00. Review of Pioneer's records do not indicate we have ever contributed to said Assoc., thus it was taken before the Board to discuss. It was the consensus of the Board that Pioneer definitely does not wish to contribute to this organization due to the fact they are not in agreement with the stance the District takes on matters of importance to Pioneer.

THE CARRINGTON COMPANY has sent a request for a letter of approval of the design and facilities located on the Carrington Center property. Work was done by Thueson Construction on the Steelman Well Pipeline and irrigation boxes. The Final Plat requirements states that appropriate facilities shall be provided to convey irrigation water across the property, and that a letter be obtained from Pioneer indicating their concurrence with the design and facilities that preserve the existing irrigation and drainage rights.

It was the consensus of the Board to approve the completed work on said pipeline and boxes, and to begin the 2-year warranty period as of this date, March 7, 2007.

LEGAL MATTERS:

TITLE TRANSFER FOR DRAINS: Supt. Jeff Scott wanted to verify with the Board whether or not Pioneer Irrigation District wants to include the West End Drain and the Five Mile Drain in the Title Transfer process with the Bureau of Reclamation. A portion of said drains lie outside Pioneer's boundaries. It was the consensus of the Board that due to the fact these are important drains for drainage from Pioneer lands, the District does need to include them in the Title Transfer. Attorney Campbell assured the Board that language can be made clear that not only drains within the District boundaries are included in said transfer.

TEC INC. forwarded to Pioneer a Professional Services Agreement for signature. Said Agreement is for an intensive cultural resources inventory of the title transfer area that would involve examination of no more than 20 miles (or 20% of the title transfer area) of canals/drains within the Pioneer Irrigation District.

A background records search will be done, as well as a field survey, a production of draft and final cultural resources inventory reports, and two consultation meetings between the U. S. Bureau of Reclamation, PID, TEC, and the Idaho State Historic Preservation Office. The cost quoted for these services is \$15,122.83. It was the consensus of the Board to sign said agreement.

NEWBURY SUBDIVISION Easement Encroachment: After reviewing the letters sent back and forth between Pioneer's Attorney, Scott Campbell, and an attorney for the Developer of Newbury Subdivision, it was the consensus of the Board that measurements need to be made of the areas of encroachment. It was determined that Supt. Jeff Scott and Director Alan Newbill will get together to do the measurements. A decision will be made following said measurements as to what the Board wants Supt. Jeff Scott to do, if anything, regarding the paved pathway upon Pioneer's easement.

CITY OF CALDWELL STORMWATER ISSUE: Attorney Campbell informed the Board of the most recent communications between himself and Mark Hilty, Attorney for the City. It was the consensus of the Board to request Attorney Campbell respond to Mr. Hilty's latest letter to the degree he feels is appropriate.

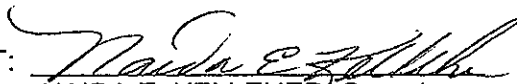
TEMPORARY WATER DISCHARGE AGREEMENT For the City of Caldwell Sewer Trunk Link: City Attorney Mark Hilty requested Pioneer remove any wording regarding discharge into Pioneer's facilities which does not pertain to this temporary discharge into the A Drain. It was the consensus of the Board to request Attorney Campbell to narrow the scope of the wording in said agreement to pertain to only the temporary discharge issue.

NAMPA- MERIDIAN IRRIGATION DISTRICT: Attorney Campbell brought before the Board the fact that said District does not have any adjudication claims for water rights out of the Wilson Drain. Nampa- Meridian claims it is waste water. Said District would like to not make reference to a contract among the Bureau of Reclamation, Nampa-Meridian, Black Canyon and Pioneer Irrigation District. The City of Nampa operates and maintains a pumping station out of the Wilson Drain.

It was suggested that Pioneer representatives meet with Black Canyon representatives regarding these issues.

Attorney Campbell provided updates to the Board on matters which he is currently representing the District on. No further Board action was required.

No further business was addressed by the Board, and those items which were not addressed have been tabled until the Board meeting to be held March 7, 2007.

ATTEST: 
NAIDA E. KELLEHER, Secretary


ALAN NEWBILL, President

March 29, 2007
Caldwell, Idaho

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The Board of Directors of Pioneer Irrigation District met in special session with Directors Alan Newbill, Leland Earnest and Rob Greenfield. Also present were Jeffrey C. Scott, Superintendent; Asst. Secretary/Treasurer Dawn Fowler; and Attorney Scott Campbell by conference call. The meeting was called after a March 27, 2007 field trip to view pipeline installed for Lakebrook subdivision.

A problem has arisen because of the developer installing 300+ feet (developer's estimate) of pipe within Pioneer's easement and/or canal without having a license agreement in place. The lateral affected is the Stone Lateral. Negotiations on the license agreement have begun to break down, and work having commenced is in direct violation of District policy.

After discussion it was the consensus of the Board that Superintendent Scott go out on the morning of April 7 and reconstruct the original canal as closely as possible. If it is necessary during this process to remove or break out any of the concrete structures the developer has installed, Superintendent Scott was given permission to do so. This is to be done so that water can be conveyed through the original system.

No further business was addressed by the Board.

ATTEST:  
DAWN FOWLER, Asst. Secretary ALAN NEWBILL, President

April 9, 2007
Caldwell, Idaho

The Board of Directors of Pioneer Irrigation District met in regular session with Directors Alan Newbill, Leland Earnest and Rob Greenfield. Also present were Jeffrey C. Scott, Superintendent; Asst. Secretary/Treasurer Dawn Fowler; and Attorney Scott Campbell.

It was moved, seconded and carried to approve the minutes of the Special Board Meeting held March 29, 2007, and also the minutes of the Regular Board Meeting held March 7, 2007.

The financial reports as presented from the QuickBooks printouts were reviewed and accepted. All statements and invoices were reviewed and ordered paid as per the check detail submitted in the amount of \$189,007.73 by issuance of checks #8416 thru #8509.

QUITCLAIM DEEDS: It was the consensus of the Board to sign the following Quitclaim Deeds for properties assessed under the accounts listed, upon all delinquent and current assessments owing being paid in full in the following amounts:

Christine A. Langhorst	Acct. #1035-132	Pd. \$ 183.12
Mario & Rosa E. Betancourt	Acct. #1248-3	Pd. \$ 273.00
Santos A. & Audelia Rivera	Acct. #2050-97	Pd. \$ 491.06
Karolyn M. Munster	Acct. #4697	Pd. \$ 480.56
Shawn & Kendra Dynes	Acct. #5469	Pd. \$1361.98
Arianna Rivera	Acct. #5559	Pd. \$ 840.26
Enrique & Linda Sanchez	Acct. #6503	Pd. \$ 688-79

EXCLUSIONS: The following Petitions for Exclusion were presented to the Board for consideration:

Acct. #2256 for property located at 11863 Wilma Lane in Nampa. Petition received from Mark K. and Debra J. Simpson who stated "We do not have access or have ever had any access to irrigation water at our property..." Pioneer personnel determined delivery is made through a headgate at Portner Rd. & Moss Lane (Gate 13 on the 15.0 Lateral) and the headgate is open all season. After further research, it was determined that there is a riser across the street from this property and access could be made. Therefore, this does not fit the conditions for exclusion and the petition is denied. Asst. Secretary/Treasurer Fowler is to write a letter notifying the Simpsons of this decision.

AGREEMENTS: It was the consensus of the Board to sign the following agreements as drawn up by Attorney Campbell's office:

Utility License Agreement for Idaho Power crossing the A Drain for the City of CALDWELL'S LINCOLN RD. SEWER LIFT STATION.

License Agreement for MARBLE CREEK SUBDIVISION.

License Agreement for LOST RIVER SUBDIVISION #1 & #2 (Offsite Improvements).

License Agreement for NORCO PIPELINE CANAL CROSSINGS.

Utility License Agreement for CableOne crossing the A Drain for SKY RANCH BUSINESS CENTER.

Utility License Agreement for Intermountain Gas crossing the Phyllis Canal for SAWGRASS VILLAGE SUBDIVISION.

License Agreement for FIRST SOUTHERN BAPTIST CHURCH (West Linden Widening).

License Agreement for ELDORADO ESTATES SUBDIVISION.

License Agreement for COPPER CREEK SUBDIVISION.

License Agreement for 5.17 LATERAL TILING (GAIL GARWICK).

Utility License Agreement for CableOne crossing the Phyllis Canal and the Stone Lateral in connection with CANYONVIEW ESTATES.

Utility License Agreement for Idaho Power crossing the Phyllis Canal in connection with SAWGRASS VILLAGE SUB.

Addendum to License Agreement for KARCHER INTERCHANGE PROJECT (13.3 West Lateral and 15.0 Lateral Lateral Improvements) – ITD Project IM-NH-IR-84-1(013)33 ITD Key No. 3214.

It was the consensus of the Board to sign the following agreements:

John Petrovsky Associates contract for NEPA Environmental assessment for proposed PID Title Transfer Project with the Bureau of Reclamation.

City of Nampa's Bureau of Reclamation Contract #7-07-11-L2646 for a water pipeline crossing of the Grimes Drain in the E½ NE¼, Sec. 11, T3N, R2W.:

APPOINTMENTS:

The City of Caldwell as represented by the following appeared to discuss ongoing issues relating to stormwater and drainage:

Rob Hopper	Caldwell City Council
Jerry Mason	ICRMP Council for City of Caldwell
Mark Hilty	City of Caldwell Attorney
Lee Van De Bogart	City of Caldwell Engineering
Jim Blacker	Caldwell City Council

The purpose of the City's appearance was primarily to discuss flooding indemnification. The City brought their ICRMP lawyer who claimed that if liability were contracted through an indemnification agreement in flooding situations, insurance coverage wouldn't exist for either party. If things are left as they are, then insurance coverage kicks in if an event arises, and that the Tort Claims Act limits liability to \$500,00.00 per event. He was unable to accurately define an "event" and that part of the discussion was stopped because Pioneer wasn't notified of his attendance in advance and wasn't prepared to discuss that particular issue.

Discussion turned to run-off calculations and other related issues. The City provided Pioneer with run-off calculations and asked that the District have an engineer review them for accuracy. The calculations came from a combination of information in the City's stormwater policy, engineering books/manuals and popularly used theories. Attorney Campbell asked the City to provide copies of the City's stormwater policy, as well as a list of the books/manuals used so that Pioneer could properly evaluate the calculations. The city agreed to provide this information. The Board authorized Attorney Campbell to get ERO involved to review the calculations.

As part of the discussion, the City also wanted to know where there are new discharges into canals, as well as where the critical points are in the canals/drains for flooding. Pioneer will provide that information through Attorney Campbell, along with answers to questions raised by Mr. Hilty in his April 6 letter, with the assistance of Superintendent Scott. There was talk of a potential drainage district formation to allow the City/Pioneer to work together to maintain certain areas, but nothing was decided at this point.

MISCELLANEOUS:

COPPERROCK: Due to corrections made in OfficePac, the Copperrock Homeowner's Assn. was billed for 4 additional common lots under account #1805-20. These lots were not billed when the subdivision was originally broken out (missed during break-out), and as a result, the Copperrock Homeowner's Assn. protested the amount and the existence of the lots. Once they were shown that the lots do in fact exist, they submitted additional information showing that the lots are the entrances to the subdivision, that they require no irrigation, that service is not stubbed to these lots and asking that the charges be taken off. After discussion, it was the consensus of the Board to authorize Asst. Secretary/Treasurer Fowler to send them a letter explaining why the lots cannot be taken off the rolls all together (they don't fit exclusion criteria) and to adjust the account so that they are not charged the pressurized fee, but just the regular annual gravity fee. This is in a subdivision that the City of Caldwell has taken over, so assessments for the year 2006 are the only ones in question.

CLEAN WATER AUTHORITY RESTORATION ACT: Information was submitted by Attorney Campbell about new legislation proposed that would amend the Clean Water Act, making it much more restrictive and extending the jurisdiction to the point that irrigators and agriculture would suffer. He also submitted a draft letter urging congressional opposition to this legislation. It was the consensus of the Board to send such correspondence to Idaho's congressional delegation, as well as minority leadership in both the House and Senate, urging them to oppose the changes. Asst. Secretary/Treasurer Fowler was instructed to send the letters.

THERESA COLEBROOK – After two members of the Board visited the site and reported back, it was the consensus of the Board that Asst. Secretary/Treasurer Fowler write Ms. Colebrook a letter telling her that Pioneer will be out to grade/remove debris in the area behind her property so that it will be drivable. The letter is also to instruct her that if she wishes for her property to drain into the Joseph drain, a pipe must be installed.

FAMILY FARM ALLIANCE: The Family Farm Alliance is asking for increased donations this year. Pioneer has traditionally contributed \$250.00 per year. It was the consensus of the Board to increase that contribution to \$500.00 this year.

NEWSLETTER CHANGES: The Board asked that something be included in the newsletter to be sent with 2007 billings that talks about responsible lawn watering and farm water conservation (by requesting water on/off and not just letting it run). Asst. Secretary/Treasurer Fowler agreed to add this information.

SPECIFICATION CHANGES: The Board discussed changes to the District's Standards and Specifications. Those changes are to include:

- A section adding liquidated damages for going past the construction deadline of March 15 each year. This should also be included in our initial letters as well as the license agreement. The section should read that if construction is not complete by March 15, Pioneer will perform the work necessary to allow for water flow and delivery. This work will be done at Pioneer's convenience and the developer/property owner's expense. Additionally, the developer/property owner will be liable for liquidated damages in the amount of 10% of the project cost per day until Pioneer completes the work. Project cost estimates will be obtained from Mason & Stanfield at the time they review the project.
- No siphons allowed.

It was contemplated that something should be added about no 45 degree or larger elbows be used at boxes, but it was decided that Superintendent Scott should discuss this with Mason & Stanfield first. Wording for these changes will be drafted and reviewed at the next meeting.

Updates from March meeting:

- Revise Standards for HDPE (high density polyethylene pipe) – waiting for Will Mason to finish investigation and calculations.
- Meet with Black Canyon regarding Nampa-Meridian Irrigation – it was the consensus of the Board to let Black Canyon head this up, so no further action was required.
- Marty Galvin with the Mason Creek Ditch Company – it was the consensus of the Board to agree to their proposal allowing them to add water to the water bank as discussed at last month's meeting. However, they may need an agreement in place. Asst. Secretary/Treasurer Fowler was asked to write Mr. Galvin a letter informing him of this and asking him to contact Attorney Campbell if they wish to proceed.

The May Board Meeting was confirmed for Monday, May 7, 2007.

LEGAL MATTERS:

TITLE TRANSFER FOR DRAINS: Attorney Campbell reported that while he was in Washington D.C. last month, he was able to meet with all but one of Idaho's Congressional delegation and informed them of the progress on this issue. He also notified them that as soon as the preliminary legwork was complete, we'd be pushing to get the transfer through Congress as quickly as possible. They all seemed receptive and helpful.

BLACKHAWK & MONARCH WATER RIGHTS: This has been carried over for the last couple months while Alan Newbill and Leland Earnest attempted to obtain additional information. Their attempts have been unsuccessful, and it was the consensus of the Board to let these water rights go, as the City of Caldwell has taken over the subdivisions.

LAKEBROOK SUB: After the Board's special meeting on 3/29/07, Pioneer re-established the Stone Lateral within our easement so that water could be delivered to downstream users. Work was actually performed on 4/5/07. Pioneer received a letter from the developer on April 6 objecting to what has been done, regardless of the fact that they commenced laying pipe/pouring concrete before a license agreement was in place. After discussion it was the consensus of the Board to have Attorney Campbell respond to the letter through the developer's attorney and give them three options:

1. Proceed with the concept originally approved, with the condition that all fees currently due are paid first, along with the \$195,000 maintenance fees discussed with them and that the easement notices are signed when each lot that is affected is sold.
2. Pipe the lateral in place – no maintenance money would be required.
3. Leave the lateral open as it is now – do nothing.

It was also agreed that Attorney Campbell could provide to the developer the methodology that Mason & Stanfield used in determining the \$195,000.00 maintenance costs to the developer.

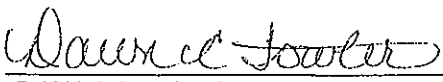
Pioneer is also to provide Attorney Campbell with an invoice to the developer for the time/expenses of Pioneer to re-establish flow in the lateral. This will be included with his correspondence to the developer.

FHA v. PIONEER, et al: Pioneer previously received notice of a lawsuit in which Pioneer has been named as a Defendant. The suit was filed so that USDA/FHA could obtain quiet title to a property in foreclosure, and Pioneer was named as a defendant solely because of a tax deed held on the property. Attorney Campbell responded on behalf of Pioneer, and a Stipulation of Dismissal is pending from the Court because Pioneer really shouldn't be a party to the suit. The signed order from the court is pending, but at this point there is no reason to believe that won't be forthcoming.

NEWBURY SUBDIVISION Easement Encroachment: Superintendent Scott has taken measurements. The path is 8' wide and approx. 85-90% of the path is within Pioneer's easement. After discussion, it was the consensus of the Board to have Mason & Stanfield survey the path to obtain exact measurements of which parts of the path are within the easement. After that is done, Superintendent Scott, at Pioneer's convenience will commence removal of the sections that are within Pioneer's easement. It was agreed that removal be done all at one time. Attorney Campbell asked that a copy of the survey be forwarded to him after it is complete.

Attorney Campbell provided updates to the Board on matters which he is currently representing the District on. No further Board action was required.

There being no further business appearing before the Board, meeting was adjourned.

ATTEST: 
DAWN C. FOWLER, Asst. Secretary


ALAN NEWBILL, President

July 10, 2007
Caldwell, Idaho

The Board of Directors of Pioneer Irrigation District met in regular session with Directors Alan Newbill, Leland Earnest and Rob Greenfield present. Also present were Jeffrey C. Scott, Superintendent; Naida E. Kelleher, Secretary-Treasurer; and Scott Campbell, Attorney.

It was moved, seconded and carried to approve the minutes of the June 7, 2007 regular board meeting, as well as the minutes of the special board meetings held June 12th and June 28th, 2007 as presented.

The financial reports as presented from the QuickBooks printouts were reviewed and accepted. All statements and invoices were reviewed and ordered paid as per the Check Detail submitted in the amount of \$207,518.37 by issuance of checks #8700 and #8701 from the Wells Fargo account; and checks #9001 thru #9078 from the Intermountain Community Bank account.

QUITCLAIM DEEDS: It was the consensus of the Board to sign Quitclaim Deeds for properties assessed under the following accounts upon all delinquent and current assessments owing being paid in full in the following amounts:

Gary J. Beers	Acct. #2853	Paid \$576.10 and
James T. Winbigler	Acct. #4629	Paid \$354.16

ORDINANCE: It was the consensus of the Board to approve Ordinance #3714 from the CITY OF NAMPA for .52 acres which is a part of Pioneer's Account #774, located at 520 N. Middleton Road in Nampa.

PETITION FOR EXCLUSION: A Petition for Exclusion was received from Mr. James T. Winbigler and presented before the Board. Mr. Winbigler petitioned for his property located at 3312 College Ave. in Caldwell, Idaho, and assessed under Pioneer's Account #4629 be excluded. Said property is described as Lot 13, Block 2, T & T Subdivision in Canyon County, Idaho. It was the consensus of the Board to grant said exclusion.

APPOINTMENT: Mr. Jason Chu with Time Warner Telecom appeared before the Board. Mr. Chu requested the Board recognize Time Warner as a utility company, which in fact it is, in relation to the type of crossing agreements they need to enter into for crossing Pioneer's facilities. It was the consensus of the Board to grant said request.

MISCELLANEOUS:

PERSONNEL: Supt. Jeff Scott gave an update on the District's employee, Robert Swanson, who has had surgery, and other treatments for cancer. It was the consensus of the Board for the District to grant Mr. Swanson an additional month's worth of sick leave with pay. Mr. Swanson is currently working 3 hours per day. It was also the consensus of the Board to request of Mr. Swanson to obtain a prognosis from his doctor for the Board's review.

WATER: Upon reviewing the current status of the District's storage water balance, it was the consensus of the Board to continue delivering water at the present rate for the next two weeks, and then to look at the balance of stored water and determine if cuts need to be put into effect.

**LEXINGTON PLACE AND WILSON DRAIN:
NEEDED EASEMENTS ALONG DRAINS – ABOVE AND BEYOND THE 55-FOET
FROM CENTER OF DRAIN REFERENCES:** Supt. Jeff Scott brought before the Board that when the developers of Lexington Place put up a fence in the first phase of said subdivision, there was adequate room left to maintain the drain. As they get closer to the north side of Homedale Road in subsequent phases, the fence gets closer to the drain because the drain widens so that the "55 feet from center of drain 'easement' does not leave adequate room for maintenance equipment to be used. Attorney Campbell informed the Board that Idaho Code 42-1204 states the owners of a canal or ditch have the right to enter upon the lands through which the canal or ditch runs for the purpose of maintaining, cleaning, etc., and the easement is to be sufficient for the use of the equipment needed for the maintenance thereof. Supt. Jeff Scott stated the District needs a minimum of 25 feet from "top of bank" for maintenance purposes.

It was the consensus of the Board to have Supt. Scott inform personnel with the Bureau of Reclamation, and also the District's Engineer of this need, and to have the "25 feet from top of bank" made reference to in future agreements which the Bureau of Reclamation writes up, and also to be included in the District's Standard Specifications which are in the process of being revised. If a developer or someone else wishes to narrow the width of the channel of a drain, a special plan of construction must be developed to deal with the bank stability concerns.

**CITY OF NAMPA SEWER LINE EXTENTION WITHIN WILSON DRAIN RIGHT OF
WAY/WESTMINSTER SUB.** It was the consensus of the Board that it is essential the agreement for the sewer line extension within the Wilson Drain easement must include special construction methods to deal with the underground natural springs going into the drain. The Superintendent and Secretary were directed to send a letter to the City of Nampa regarding this matter.

WESTMINSTER #3: As a follow up to the special meeting held on 6/12/07, clarification was made by the Board that it will be necessary to have Kent Gingrich of JUB Engineers do an engineering review of the plans for Westminster since the District's Engineer, William Mason, is the engineer for the developer of said project. It will be necessary for Mr. Mason to contact Attorney Campbell's office to get an addendum agreement in place prior to the construction of a temporary line over the top of the Stevens Lateral to serve until the water is out of the system this fall, when a permanent crossing can be constructed.

NAMPA & MERIDIAN IRRIGATION DIST.: Said District is requesting Pioneer enter into "A Clarification to Operating Entities of Cooperated Drainage Facilities", per their letter dated June 25, 2007. It was the consensus of the Board to send a letter back to Nampa & Meridian indicating this proposal seems to be the best approach, and to ask if the Nampa & Meridian Board wants to enter into a formal contract to document this arrangement. The Secretary will write such a letter.

FASTENAL/WILSON DRAIN: Following the special board meeting requested by representatives of Fastenal, Directors Alan Newbill and Leland Earnest went on-site to observe the present structure in relation to the Wilson Drain. It was observed that the building is actually sitting on the Wilson Drain easement, and is not off the easement as the representatives had stated when they met with the Board. In fact, part of the drain's bank has actually been filled in to make room for the building itself. There is no way to even walk between the building and the drain, much less room to maintain the drain.

Supt. Jeff Scott contacted representatives of the City of Caldwell and was told the City is not going to take over the sewer line for this site, however the City maintains a trunk line along Linden. Jeff, from the City of Caldwell, stated the City told representatives for Fastenal from day one that there is a 110' easement along the Wilson Drain. However the City has never gone out and looked at it. The Board questions if a Building Inspector ever went on site. Lupe Rodriguez, who is with the Bureau of Reclamation, did go out on site and look at it. The Bureau of Reclamation then withdrew the agreement they had drawn up originally to approve an aerial crossing.

Attorney Scott Campbell offered a suggestion that the District require Fastenal to build gabions to stabilize the bank of the drain where it has been filled in, and to require they pipe under the drain for their sewer system since they built within the easement of the drain. It was mention that an engineer would need to design the gabion to insure its stability over a long period of time. The Bureau of Reclamation and Mr. Haroian and Mr. McMullen with Fastenal will be informed of the Board's decision.

LEGAL:

FRANKLIN DITCH / ADJUDICATION: Attorney Campbell advised the Board that due to deadlines involved, he filed an objection on behalf of Pioneer Irrigation District on the Franklin Ditch filings in the Adjudication. Due to some questions regarding said filings, this gives the District time to acquire information on some questionable filings. Franklin Ditch's water is delivered through Pioneer's system and they don't pay anything for it. It is possible some of Pioneer's storage water may be used in Franklin Ditch.

It was the consensus of the Board to authorize Attorney Campbell to go through documentation, and put together a memo. Supt. Jeff Scott was asked to draw up a map of the system for Attorney Campbell, so he knows where the water comes from and where it goes. Director Alan Newbill will contact Helen Larson of Franklin Ditch to let her know what Pioneer's plans are. After Attorney Campbell has gone through the necessary documents and reported back to the Board, it was the consensus of the Board to invite representatives from Franklin Ditch to meet with the Board to discuss this matter.

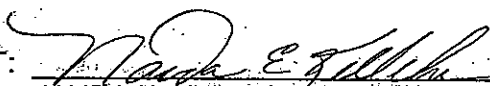
U.S. ARMY CORPS OF ENGINEERS: Attorney Campbell provided the Board with copies of the Regulatory Guidance Letter from the U.S. Army Corps of Engineers regarding Exemptions for Construction or Maintenance of Irrigation Ditches and Maintenance of Drainage Ditches Under Section 404 of Clean Water Act. The process for adoption of this regulatory guidance letter by the federal government includes a published notice in the Federal Register and an opportunity for written comments to be filed within 60 days of the publication.

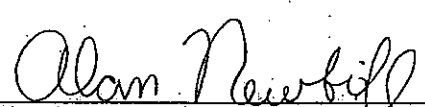
In view of the importance of this document for future activities of Pioneer Irrigation District, it was the recommendation of Attorney Campbell that the Board allow him to prepare written comments on the District's behalf in support of this regulatory guidance letter. It was the consensus of the Board to authorize Attorney Campbell to prepare written comments.

EXECUTIVE SESSION: It was moved by Director Leland Earnest, seconded by Director Rob Greenfield, and passed unanimously to enter into Executive Session to discuss matters which may have bearing on potential lawsuits in the future.

Upon adjournment from Executive Session, and there being no further business appearing before the Board, meeting was adjourned.

ATTEST:


NAIDA E. KELLEHER, Secretary


ALAN NEWBILL, President

Special Board Meeting
August 3, 2007

The Board met in special session to address personnel issues. Those present were Directors Alan Newbill, Leland Earnest and Rob Greenfield. Also present were Superintendent Jeff Scott and Secretary-Treasurer, Naida E. Kelleher. Later in the meeting, Asst. Superintendent Mark Zirschky was asked to attend.

It appears to the Board the major dissention among employees arises from the lack of communication with the Superintendent. To facilitate better communication between the Superintendent and all other personnel at Pioneer, it was the consensus of the Board:

1. To hold a meeting between the Board and all employees on Monday, August 6, 2007.
2. To request the Superintendent and Asst. Superintendent hold an employee meeting every Monday morning at a set time with the crew and ditchriders. To also set a time to meet with the Secretary Treasurer and her Assistant on a weekly basis.
3. To request the Superintendent schedule himself to be at the office every work day from opening until 10:00 a.m. to give employees an opportunity to meet with him when they so desire, and they will know he will be available at the office for sure during those hours.

While discussing the Asst. Superintendent's heavy workload, Supt. Jeff Scott expressed he felt one of the responsibilities the Asst. Superintendent has been doing that should be shifted to the Secretary-Treasurer was that of writing letters of response to the Planning and Zoning Departments for Caldwell and Nampa. The Secretary-Treasurer explained the task will require either the Supt. or Asst. Supt. to give input as to what goes into said letters. It was determined to have Supt. Jeff Scott and Secretary-Treasurer Naida Kelleher take over this responsibility.

- Not having a supervisor or lead person on the job sites more frequently;
- Being short of help – under staffed;
- The Superintendent often times not answering his phone or being available;
- The need for more equipment, namely a loader, grader and backhoe;
- It was stated there is a need for the Superintendent to be the kind of example that he wants the employees to follow.

Following said meeting with the employees, the Board again emphasized the need for the Superintendent to communicate with the employees better than he has, and to be more readily available to take calls and answer questions. Director Rob Greenfield stated that Jeff is going to have to change in order for others to change. It is the consensus of the Board that the Superintendent needs to do more training of others, especially the Asst. Superintendent, so the knowledge of how to make adjustments and run the delivery of water is better known in the instances when he is not available to do so.

It was pointed out to the Superintendent that when things get tough, he seems to disappear. In actuality, it should be when things are going well that he can disappear. Emphasis was made that there is a need for the Superintendent and Asst. Superintendent to get on working terms and to get on the same page so a united front to the employees is evident. It was again pointed out to the Superintendent that he needs to let the guys know what he is doing, and not to be secretive about what he is doing. The Secretary-Treasurer stated she would like for that to happen with the office personnel as well.

There being no further business the Board wished to discuss, meeting was adjourned.

ATTEST:


NAIDA E. KELLEHER, Secretary


ALAN NEWBILL, President

August 8, 2007
Caldwell, Idaho

The Board of Directors of Pioneer Irrigation District met in regular session with Directors Alan Newbill, Leland Earnest and Rob Greenfield present. Also present were Jeffrey C. Scott, Superintendent; Naida E. Kelleher, Secretary-Treasurer; and Scott Campbell, Attorney.

It was moved, seconded and carried to approve the minutes of the July 10, 2007 regular board meeting, as well as the minutes of the special board meetings held August 3rd and August 6th, 2007, as presented.

The financial reports as presented from the QuickBooks printouts were reviewed and accepted. All statements and invoices were reviewed and ordered paid as per the Check Detail submitted in the amount of \$154,442.74 by issuance of checks #9079 thru #9131.

QUITCLAIM DEEDS: It was the consensus of the Board to sign Quitclaim Deeds for properties assessed under the following accounts upon all delinquent and current assessments owing being paid in full in the following amounts:

Kelly M. Byrne	Acct. #2000	Paid \$359.53
Callie Campbell	Acct. #6741	Paid \$793.03

ORDINANCE: It was the consensus of the Board to approve the following ordinances:
CITY OF CALDWELL: Ordinance #2696, Annexing 15.75 acres which is now Apple Creek #3, currently assessed under Pioneer's Acct. #1249-30;

CITY OF NAMPA: Ordinance #3717, Annexing .71 acres for Connie Bledsoe on Orchard Ave., currently assessed under Pioneer's Acct. #619.

APPOINTMENTS:

FARWEST LLC: Mr. Marty Goldsmith, Justin Martin and Brian McCall all of Farwest LLC, and Mr. Ben Thomas of Briggs Engineering appeared before the Board. Farwest LLC is laying a sewer line for the City of Caldwell. Said sewer line will be crossing Parker Gulch Drain and the Bardsly Gulch Drain, which are currently under the jurisdiction of the Bureau of Reclamation. The sewer line is also designed to go under the Phyllis Canal, for which they know they must have a license agreement drawn up by Attorney Campbell's office before they cross the Phyllis Canal.

The agreement which the Bureau of Reclamation is drawing up must meet the requirements of Pioneer Irrigation District before Pioneer will sign it. The Boise Project Board of Control will also be included in said agreement because there are areas the sewer line will cross through which are within the boundaries of Wilder Irrigation District.

It was presented to the Board that because misinformation was given to a representative of Farwest LLC from Attorney Campbell's office regarding the lack of a need for a license agreement from Pioneer Irrigation District in relation to the drains, on 7-11-07 work was under way on the project, and on 7-13-07 they were informed they had to stop work because of the need for a license agreement. It was pointed out that Bardsly feeds into live water, however Parker Gulch does not. They will be crossing the Parker Gulch on Marshall Avenue.

The gentlemen were asking the Board for some flexibility since they had already started the project before the requirements were changed involving the need for a license agreement. They stated they are willing to enter into a license agreement, however they would like to continue work on their project while said agreement is being written.

The matter of putting a casing in on Parker Gulch Drain was also discussed. It appears the City of Caldwell's engineer does not want the requirement of a casing to be put in. There are currently two 18" lines side by side. The Bureau of Reclamation and Pioneer Irrigation District have both determined that a casing is necessary. The Board is willing for the length of the casing to be shortened to no less than 30 feet rather than the entire 110 foot length.

The required 30 feet of casing is to be specified in the agreement and shown on the plans which are to be sent to Attorney Campbell directly – and not to his staff members. They are willing to stay away from the Bardsly Drain until water goes out this fall.

The gentlemen also requested a list from Pioneer of the drains which have live water in them so they can be aware of this fact when making plans in the future. It was agreed that Supt. Jeff Scott will put together such a list, but it will not be immediately.

It was moved, seconded and carried to grant approval for Farwest LLC to go ahead with their construction under the Parker Gulch. However, any construction involving the Phyllis Canal and Bardsly Drain must wait until after water is out of the system this fall. The Superintendent was advised to watch for the Bureau of Reclamation's agreement regarding crossing the Bardsly Drain.

LOST RIVER SUBDIVISION: Mr. Marty Goldsmith, Justin Martin and Brian McCall of Farwest also appeared on behalf of the Lost River Subdivision, along with Mr. Ben Thomas of Briggs Engineering. The development of said subdivision will involve the Phyllis Canal and the 10-Mile Well.

It was asked of the Board to approve a temporary overhead power line. The power is currently underground at an unknown location. They wish to set a power pole by a big transformer currently on site. It was the consensus of the Board to request they meet Supt. Jeff Scott on site and have Jeff indicate where they can put a temporary standard sized pole. The specific location needs to be put on the construction plans and written into an agreement. It was emphasized that any poles put in will need to be put in at a minimum of 25 feet from top of bank, and a time frame will need to be included in the agreement.

It was the consensus of the Board, with Attorney Campbell's input, that Farwest will write up an agreement to be reviewed by Attorney Campbell and the Board for approval.

SKY RANCH SUBDIVISION: Attorney Brad Sneed appeared before the Board on behalf of Jamie Hoover regarding Sky Ranch Subdivision and the A-Drain. It was the consensus of the Board to authorize Attorney Campbell to proceed in writing up an agreement for the Board's signature. Upon the outstanding balance owing for attorney fees to Attorney Campbell's office, and said agreement being signed by Jamie Hoover or his representative, President Alan Newbill will come into the District office to sign the agreement on behalf of the Board, and the Secretary-Treasurer will have said agreement recorded at the Canyon County Recorder's Office. Attorney Campbell stated that if all goes as planned, he can have the agreement ready for signatures by the first part of next week.

AGREEMENTS: It was the consensus of the Board to sign the following agreements as presented by Attorney Campbell's office:

BROOKDALE SUBDIVISION, License Agreement;
AZURE PLACE SUBDIVISION, Addendum to License Agreement; and
WESTMINSTER SUB. #3, Addendum to License Agreement.

It was also the consensus of the Board to sign an agreement drawn up by the Bureau of Reclamation for Dyver Development LLC's Bureau of Reclamation Contract #7-07-11-L2666 for Sewer and Pressure Irrigation Pipeline crossing the Noble Slough Drain in Gov't Lot 2, Sec. 19, T4N, R2W as presented.

BUDGET:

The Board of Directors studied the budget report for the past year and adopted a new budget for the 2007-2008 budget year. It was the consensus of the Board to raise the Fall Assessment from \$34.00 per acre to \$37.00 per acre. It was also the consensus of the Board to raise the Assessment Expense from \$4.00 per account to \$10.00 per account. The Spring Assessment for 2008 will remain at \$3.00 per acre, and Pressurized Irrigation will remain at \$94.00 per lot. The policy of a minimum assessment of one acre per account will remain in effect.

The Board approved the new budget to include a 3.5% cost of living increase on wages and salaries with the exception of giving merit raises to the Asst. Secretary-Treasurer and the two bull gang employees who are currently being paid significantly less than the third member of the bull gang. These three employees are to receive more than the 3.5% raise being given the rest of the employees, and said raises are to be effective immediately.

The Board discussed the Ditch Improvement Fund and requested the 5.17 Lateral (Jamison Lateral) be given top priority to be finished during the upcoming off season if at all possible.

Automatic Water Gates: It was the consensus of the Board to do the Indian Creek gate this year, and to start researching the costs which will be involved to do the Bardsly Drain next.

Capital Improvements: Discussion took place regarding the possibility of leasing equipment rather than purchasing equipment outright. A loader is to be given top priority, with a road grader next. A truck for the Asst. Superintendent to drive is to be given consideration, so that the truck now being driven by the Asst. Supt. which was meant to be a spray rig, can be turned into the spray rig as it was intended for. It was the consensus of the Board to either purchase or lease a new truck for the Asst. Supt. rather than having him drive one of the older vehicles already owned by the District and used for other purposes. Two dump trucks and a back hoe are also needed by the District.

Education Expense: It was the consensus of the Board to add this new category to the District's budget, with it being the intent to have the Superintendent and possibly the Asst. Superintendent take classes to improve their skills, especially in the area of personnel management. They prefer said classes be through a college or university, and not a traveling workshop type of class.

MISCELLANEOUS:

POLICY ON DELIVERY OF WATER: The Secretary-Treasurer brought before the Board the situation where water has been delivered to land this year without the payment of the Spring Assessment, even though the ditchriders have been given lists of those accounts which are unpaid and should not receive water until they are informed of the payment of said accounts. One of the Board members had indicated to the office staff that this has been done for years, and he didn't see the need for the ditchriders to enforce the policy that has been in place in the past.

Following discussion of this matter and the two remaining Board members agreeing this policy needs to be adhered to, the Secretary-Treasurer was told to keep said policy in place, and where this has been printed on the back of the billings for the past several years, to do so again, but in bold print.

PERSONNEL: The Board inquired as to the health status of Robert Swanson who has been on medical leave with pay this past month. An update of Mr. Swanson's current surgeries was given. It was the consensus of the Board to request a prognosis report be obtained before next month's board meeting, and at that time discuss the options available, including leave of absence without pay. It was requested of the Secretary to obtain information as to whether unemployment benefits might be available, and what Mr. Swanson's insurance options are. It was determined to leave Mr. Swanson on Leave of Absence With Pay for the month of August, and until a decision is made at the September Board meeting.

EMPLOYEE TIME OFF: The Board discussed the item of employees' time off during irrigation season, which was one of the complaints aired at a special board meeting held earlier this week. The policy in the current handbook is that employees earn 8 hours of annual leave per month once they have completed their 90-day probationary period, and 4 hours of sick leave is earned per month. Once an employee has been with the District for 10 years, they earn 10 hours of annual leave per month, as well as the 4 hours of sick leave per month.

The ditchriders are given 2 weekends per water season for time off, with another rider covering their ride during that weekend, and said time is not deducted from their annual leave. The Supt. informed the Board that when a ditchrider takes a weekend off under this plan, they usually leave on Friday morning after giving their water report and return to work on Monday. Several options were discussed, and it was the consensus of the Board to grant the ditchriders an additional day on their weekends off, and continue granting two weekends per irrigation season. It was agreed that only one ditchrider may be given the weekend off on any given weekend. It was the consensus of the Board that the Superintendent and Asst. Superintendent can follow the same policy and cover for one another for two weekends per irrigation season, without having annual leave deducted.

DISTRICT OFFICE ANSWERING MACHINE: It has been the Asst. Superintendent's telephone number which has been on the District's answering machine for after hours and weekend calls at all times during the year, except when the Asst. Superintendent has been out of town.

Supt. Jeff Scott informed the Board he is having that changed over to his telephone as of this day to take some of the load off of the Asst. Superintendent.

DISTRICT STANDARD SPECIFICATIONS: It was the consensus of the Board that upon the final revisions being made this month, the office staff is to send out to the Board a summary of the revisions. The Board members will then call into the office to state whether they approve the revisions or not. If all revisions are accepted by all Board members, then a final version of the District's Standard Specifications shall be adopted during the month, rather than waiting until next months regularly scheduled Board meeting.

Attorney Campbell requested the Board to include in the District's Specifications a stipulation for attorney fees to be paid. He stated his paralegal would write up the needed language. It was the consensus of the Board to include the same, as such a stipulation is also included on behalf of the District's Engineer.

LEGAL:

BUREAU OF RECLAMATION AGREEMENTS: The question was asked of the Board as to what they want to do regarding the Bureau's agreements which they are drawing up between now and the time Pioneer Irrigation District takes ownership of the Drains which could be as soon as three months from now.

Attorney Scott Campbell suggested the District tell the developers that they have to go to the Bureau of Reclamation, however the agreements must include the specific requirements which Pioneer needs, and the Bureau will need to put those items of concern of Pioneer Irrigation District into the agreements when writing them up before sending them on to Pioneer for signature. Supt. Jeff Scott was directed to give a copy of Pioneer's Standard Specifications to Lupe Rodriguez of the Bureau of Reclamation who handles the agreements on behalf of the Bureau of Reclamation.

FRANKLIN DITCH CO. AND MASON CREEK DITCH CO.: Attorney Campbell informed the Board of the status of the objection which he filed on behalf of Pioneer Irrigation District against the adjudication claims of the above ditch companies. An agreement from 1883 was discussed, and Director Alan Newbill stated he will be meeting with representatives of one or both of the ditch companies to discuss this matter.

Attorney Campbell provided updates to the Board on other matters which he is currently representing the District on. No further Board action was required.

There being no further business appearing before the Board, meeting was adjourned.

ATTEST:


NAIDA E. KELLEHER, Secretary


ALAN NEWBILL, President

September 10, 2007
Caldwell, Idaho

The Board of Directors of Pioneer Irrigation District met in regular session with Directors Alan Newbill, Leland Earnest and Rob Greenfield present. Also present were Jeffrey C. Scott, Superintendent; Naida E. Kelleher, Secretary-Treasurer; and Scott Campbell, Attorney.

It was moved, seconded and carried to approve the minutes of the August 8, 2007 minutes as written.

The financial reports as presented from the QuickBooks printouts were reviewed and accepted. All statements and invoices were reviewed and ordered paid as per the Check Detail submitted in the amount of \$152,724.32, by checks #9132 thru #9195.

QUITCLAIM DEEDS: It was the consensus of the Board to sign Quitclaim Deeds for properties assessed under the following accounts upon all delinquent and current assessments owing being paid in full in the following amounts:

Raul C. Anguiano and Editha Mejia	Acct. #1762-2	Paid \$243.14
Juan A. and Gilbertha Hernandez	Acct. #6215	Paid \$481.67

AGREEMENTS: It was the consensus of the Board to sign the following agreements as presented by Attorney Campbell's office:

VIRGINIA PARK SUB #3 - Addendum to License Agreement ;
ISON VILLAGE SUB - Construction, Operation and Maintenance Agreement;
INTERMOUNTAIN GAS Utility License Agreement for crossing of the Stone Lateral in Connection with Lakebrook Subdivision; and
TIME WARNER TELECOM - Four Utility License Agreements for fiber optic cable line crossings of :
 (1) Wilson Creek Drain & Caldwell Lowline Canal;
 (2) 25.1 Lateral, Yankee Drain & the "B" Drain;
 (3) Steelman Well Pipeline & Dixie Drain, and
 (4) Highline Canal and the Elijah Drain.

MISCELLANEOUS:

PERSONNEL: Update on Ditchrider, Robert Swanson: The Board was presented with prognosis reports for Mr. Swanson from Mr. Swanson's doctor who has been treating him for cancer as well as the doctor who recently did a surgery on Mr. Swanson for bowel blockage. Given the circumstances, it was the consensus of the Board to approve Mr. Swanson for a Medical Leave of Absence Without Pay for three months from this date. If Mr. Swanson is unable to return to work in three months, the Board will then determine at their regularly scheduled meeting in December of 2007, what course of action to take. While Mr. Swanson is on said Medical Leave, the District may still pay his Blue Cross Insurance for these three months, per Blue Cross's policy of allowing an employer to do so for a maximum of three months.

SUPERINTENDENT: Due to continued expressions of dissatisfaction to the Board regarding the availability of the Superintendent, the Board spoke with Supt. Jeff Scott regarding these matters.

It was the consensus of the Board to give Mr. Scott three directives at this time:

1. Document everything he does each day;
2. Stay in the office until 11:00 a.m. each morning, which will require the scheduling of meetings with the District's engineer, Attorney's office, and others to be done in the afternoons; and
3. Check in with office staff between 3:30 and 4:30 p.m. each day to inquire as to whether there are any calls he needs to return or matters he needs to address. If there are, he is to take care of those matters before going home for the day.

JOB DESCRIPTIONS: At the present time Pioneer Irrigation District does not have job descriptions for the positions of Superintendent and Secretary-Treasurer. It was requested of the Secretary-Treasurer to seek input from other Districts as well as the current Superintendent and Assistant Secretary-Treasurer to draw up job descriptions for said positions to be presented to the Board at a later date.

EDUCATION EXPENSE: Following the Board's regularly scheduled meeting in August, 2007, the Asst. Secretary-Treasurer did a lot of research into the educational opportunities available for Supt. Jeff Scott, Asst. Supt. Mark Zirschky, and other employees as the Board sees fit. Following discussion with the Asst. Secretary-Treasurer and input from members of the Board, it was the consensus of the Board to authorize the Superintendent to be enrolled in a class through the University of Phoenix. Said class is a class on-line for a period of 4 months. There is also a workshop on September 19th which the Board desires for the Supt., Asst. Supt, and Asst. Secretary-Treasurer to enroll in. Said workshop is entitled The Managers and Supervisors Conference and is to learn management and leadership techniques.

NAMPA & MERIDIAN IRRIGATION DISTRICT had an agreement drawn up between said District and Pioneer Irrigation District, which is intended to clarify the operation and maintenance of certain cooperated drainage facilities. Attorney Scott Campbell has reviewed said agreement, and advised the Board it would be beneficial for both Districts to have such an agreement in place. It was the consensus of the Board to sign said agreement.

CITY OF CALDWELL: Mr. Steve Potts, Construction Supervisor for the City of Caldwell, hand delivered to Supt. Jeff Scott a memorandum dated 8-22-07 regarding Pressurized Irrigation Subdivision Annexations. Said memorandum listed several "upgrades required by the Caldwell Municipal Irrigation District to meet their standard specifications on the pressurized irrigation stations before CMID will annex them." The subdivisions made reference to were Falcon Ridge, Lexington, Ashton Hills and Beechwood. It was the consensus of the Board that due to the extensive list provided, it would not be in the best interest of Pioneer to undertake said upgrades at this time. A letter will be sent to the Caldwell Municipal Irrigation District notifying them of Pioneer's decision.

WATER SHUT OFF DATE: Upon review of the latest water report from the Rivermaster, it was the consensus of the Board to set October 5, 2007 as the date to turn water out of the system for this irrigation season.

REVISED STANDARDS AND SPECIFICATIONS: The revisions proposed to Pioneer's Standards and Specifications were each reviewed by the Board members. Upon inclusion of a few corrections to be made, it was the consensus of the Board to accept the Revised Standards and Specifications for Irrigation Systems as proposed and dated August 2007.

E-MAILS FOR BOARD: Quite often the District's attorney or others e-mail information, copies of correspondence or other information to the Board. The Board members were asked whether they preferred to continue receiving paper copies of such items through the mail, or to receive them on an e-mail address at home. It was the preference of all three Board members to receive these items at home on e-mail addresses.

LEGAL:

LEASING EQUIPMENT: Supt. Jeff Scott had CESCO bring out a loader for the Board to consider purchasing or leasing. The legalities of Pioneer leasing without putting out for bids was discussed. It was the consensus of the Board to request Attorney Campbell review the laws regarding such a transaction, and to report back at a later date. The loader being considered is being offered for \$98,950 which is the price given to the State of Idaho on a purchase order whereby they purchased 12 loaders. The price of the loader would normally be \$135,000 per Steve Nelson, a sales representative for CESCO. A lease agreement would be for 5 annual payments, with one in advance. Interest would be charged, and payments would be made through Wells Fargo Bank.

MASON CREEK DITCH COMPANY: Pioneer has filed an objection to Mason Creek Ditch Company's claims in the SRBA. Further investigation is being done on these water rights. It is apparent that Pioneer and Mason Creek need to enter into an agreement since one is not being found in the files of either District at this time.

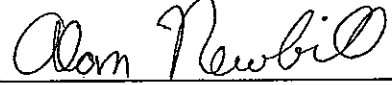
MASON CREEK AND FRANKLIN DITCH COMPANIES: Director Alan Newbill provided Attorney Campbell with some documents he acquired from an individual regarding water rights of these two companies. Attorney Campbell will review them and report back to the Board at a later date.

FASTENAL: Representatives from Fastenal have not responded to the letter sent to them on July 10, 2007 by the Secretary-Treasurer regarding their encroachment upon the easement of the Wilson Drain. It appears that equipment is being moved into the building at this time. Therefore, upon the advise of Attorney Campbell, it was the consensus of the Board to request Mr. Campbell contact the Bureau of Reclamation to see if they will do a joint demand letter to Fastenal. A joint demand letter was decided upon since Pioneer is in the process of acquiring ownership of the Drain from the Bureau of Reclamation.

Attorney Campbell provided updates to the Board on other matters which he is currently representing the District on. No further Board action was required.

BOARD OF CORRECTION: This being the date provided by law for the Board of Directors of Pioneer Irrigation District to set as a Board of Correction for the 2007 Assessment Rolls, and no one appearing to protest the levies as set at the August 8, 2007 meeting, said levies were made final.

There being no further business appearing before the Board, meeting was adjourned.

ATTEST:  
NAIDA E. KELLEHER, Secretary ALAN NEWBILL, President

October 9, 2007
Caldwell, Idaho

The Board of Directors of Pioneer Irrigation District met in regular session with Directors Alan Newbill, Leland Earnest and Rob Greenfield present. Also present were Jeffrey C. Scott, Superintendent; Naida E. Kelleher, Secretary/Treasurer; and Scott Campbell, Attorney.

It was moved, seconded and carried to approve the minutes of the September 10, 2007 meeting as written.

The financial reports as presented from the QuickBooks printouts were reviewed and accepted. All statements and invoices were reviewed and ordered paid as per the Check Detail submitted in the amount of \$134,649.93 by issuance of checks #9196 thru #9255.

ELECTION: Alan Newbill was declared the elected Director for Precinct #1 for a period of 3 years beginning January 2008. Mr. Newbill was the only candidate to turn in a Petition for Election.

QUITCLAIM DEEDS: It was the consensus of the Board to sign Quitclaim Deeds for properties assessed under the following accounts upon all delinquent and current assessments owing being paid in full in the following amounts:

Pascual Mora	Acct. #4374	Paid \$544.63
Bennett H. & Dawn M. McCutchen	Acct. #6003	Paid \$773.25

ANNEXATION: The Order for Annexation on behalf of Crookham Company was signed. Said land shall be annexed into Precinct #2, and added to the current account #1670. The Secretary-Treasurer was authorized to record said Order.

AGREEMENTS: It was the consensus of the Board to sign the following agreements as presented by Attorney Campbell's office:

INTERMOUNTAIN GAS Utility License Agreement to cross the Weymouth Lateral, Noble Drain and Mason Creek in connection with Mandalay Ranch Subdivision; and

January 7, 2008
Caldwell, Idaho

The Board of Directors of Pioneer Irrigation District met in regular session with Directors Alan Newbill, Leland Earnest and Rob Greenfield present. Also present were Jeffrey C. Scott, Superintendent; Naida E. Kelleher, Secretary/Treasurer; and Scott Campbell, Attorney.

It was moved, seconded and carried to approve the minutes of the December 7, 2007 meeting as written.

The financial reports as presented from the QuickBooks printouts were reviewed and accepted. All statements and invoices were reviewed and ordered paid as per the Check Detail submitted in the amount of \$126,666.28 by issuance of Checks #9420 thru #9478.

QUITCLAIM DEEDS: It was the consensus of the Board to sign Quitclaim Deeds for properties assessed under the following accounts upon all delinquent and current assessments owing being paid in full in the following amounts:

Tim J. & Kelli J. Burrow	Account #1072-4	Paid \$1,302.44
Eric & Amy Jean Skidmore	Account #1262-05	Paid \$1,368.95

ORDINANCES: The Board was presented with Ordinance #2718 from the City of Caldwell annexing the following properties:

Ashton Hills #1-#8	Beechwood
(Ashton 6, 7 & 8 aka Lexington)	
Faith Landing	Falcon Ridge Estates #1 & #2
Glenn Meadows Estates	Hickman Subdivision
Michala Subdivision	Silverbow #1 & #2
Weston Point Sub. #1 - #4	

Also property at 1108 Palrang Dr. and property at 308 S. Kimball.

Total acreage to be annexed is 255.63 acres. The two single properties were annexed because they were previously tied into annexed subdivisions. It was the consensus of the Board to accept said Ordinance.

AGREEMENTS: It was the consensus of the Board to sign the following agreements as presented by Attorney Campbell's office:

PHEASANT RUN SUBDIVISION NO. 6 License Agreement;
AZURE PLACE SUBDIVISION Second Addendum to the License Agreement; and
FRANKLIN INTERCHANGE PROJECT Temporary Water Discharge Agreement in
Connection with Pond Construction

APPOINTMENTS:

CITY OF CALDWELL USTICK ROAD WIDENING: Mr. Lee VanDeBogart, City of Caldwell's Engineer, and Mr. Mark Hilty, City of Caldwell's Attorney, appeared before the Board requesting Pioneer's approval of modified plans on their Ustick Road Widening Project, although the project has already been completed without an agreement in place, and without authorization being given from Pioneer to alter Pioneer's facilities. Once Mr. VanDeBogart and Mr. Hilty finished their presentation, the Board moved to Executive Session to discuss the matter. The Board adjourned from executive session to continue the meeting as follows.

NAMPA HIGHWAY DIST. #1: Mr. Jim Buffington, Director; Mr. Brent Kennedy, Asst. Director; and Mr. Norman Rambo, Commissioner, appeared before the Board regarding an emergency bridge repair/crossing of the Phyllis Canal on Smith Ave. between Midway and Middleton Road. Inspections have revealed large cracks in all four structures supporting the bridge, and was safety rated "poor".

It was the consensus of the Board to authorize a new bridge to be constructed over Pioneer's facility, with the understanding a crossing agreement will need to be entered into, and approved plans for the bridge are to be supplied to the District's engineer for review.

MISCELLANEOUS:

EAGLE ISLAND EASEMENT: Supt. Jeff Scott reported to the Board the District's use of said easement during recent months. The Secretary was instructed to send a Certified Letter to Staker & Parson Companies, a Utah corporation doing business as Idaho Concrete Company, to notify them of Pioneer's use of said easement during this past year, and again in January of 2008.

IDAHO WATER USERS ASSOCIATION: Annual meeting will be January 22-24, 2008. It was moved, seconded and carried to appoint Director Alan Newbill as Pioneer's Voting Delegate, and Rob Greenfield as Pioneer's Voting Alternate.

It was also approved by the Board to pay 2008 membership dues of \$5440.00.

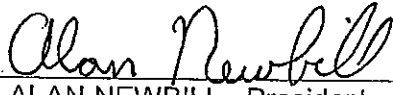
NORTHWEST IRRIGATION OPERATORS, Inc. conference to be held February 12-14, 2008 in Boise. It was the consensus of the Board to authorize Supt. Jeff Scott, and Asst. Supt., Mark Zirschky to attend. However both gentlemen already have previous commitments to attend a Boise State University Class and a chemical seminar on those dates.

LEGAL:

FRANKLIN DITCH & MASON CREEK DITCH COMPANIES: The Board discussed with Attorney Campbell ways to resolve the objections entered in the Snake River Basin Adjudication regarding the water rights which Franklin Ditch and Mason Creek Ditch Companies want in their names. It was the consensus of the Board to direct Attorney Campbell to draft a settlement agreement, and to work with Franklin Ditch Company's attorney, and a representative for Mason Creek Ditch Company to enter into such an agreement, protecting Pioneer's interests.

Attorney Campbell provided updates to the Board on other matters which he is currently representing the District on. No further Board action was required.

There being no further business appearing before the Board, meeting was adjourned.

ATTEST:  NAIDA E. KELLEHER, Secretary
 ALAN NEWBILL, President

January 7, 2008
Caldwell, Idaho

The reorganization meeting was called to order with Directors Alan Newbill, Leland Earnest and Rob Greenfield present. Also present were Jeffrey C. Scott, Superintendent; and Naida E. Kelleher, Secretary-Treasurer. Mr. Alan Newbill was sworn in for a term of three years. It was unanimous to appoint Alan Newbill as President for the year 2008.

It was the consensus of the Board to re-appoint Jeffrey C. Scott as Superintendent and Naida E. Kelleher as Secretary-Treasurer for a one-year term.

Per diem for the Directors was again set at \$100 per meeting. It was the consensus of the Board to continue holding the regularly scheduled meeting of the Board of Directors on the 7th day of each month unless the 7th falls on a weekend or holiday, on which occasion the Board will meet the following working day.

It was again the consensus of the Board to authorize the Secretary-Treasurer to use her discretion as to which bank to have the District's checking account with, as well as the use of other banks in the area (as well as the State Investment Fund) for CD's, MMA accounts and other banking needs.

Mileage for the ditchriders was again set to be the same as that which the State of Idaho reimburses the State employees for the use of their personal vehicles.

There being no further business appearing before the Board, meeting was adjourned.

ATTEST:  NAIDA E. KELLEHER, Secretary
 ALAN NEWBILL, President

JOHN C. RICE
JUDGE SEVENTH JUDICIAL DISTRICT
CALDWELL, IDAHO

June 23, 1931.

Mr. Frank T. Wyman

Boise, Idaho.

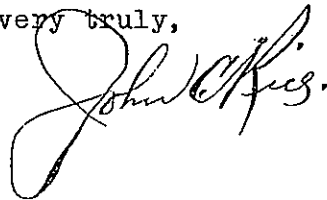
Dear Frank:

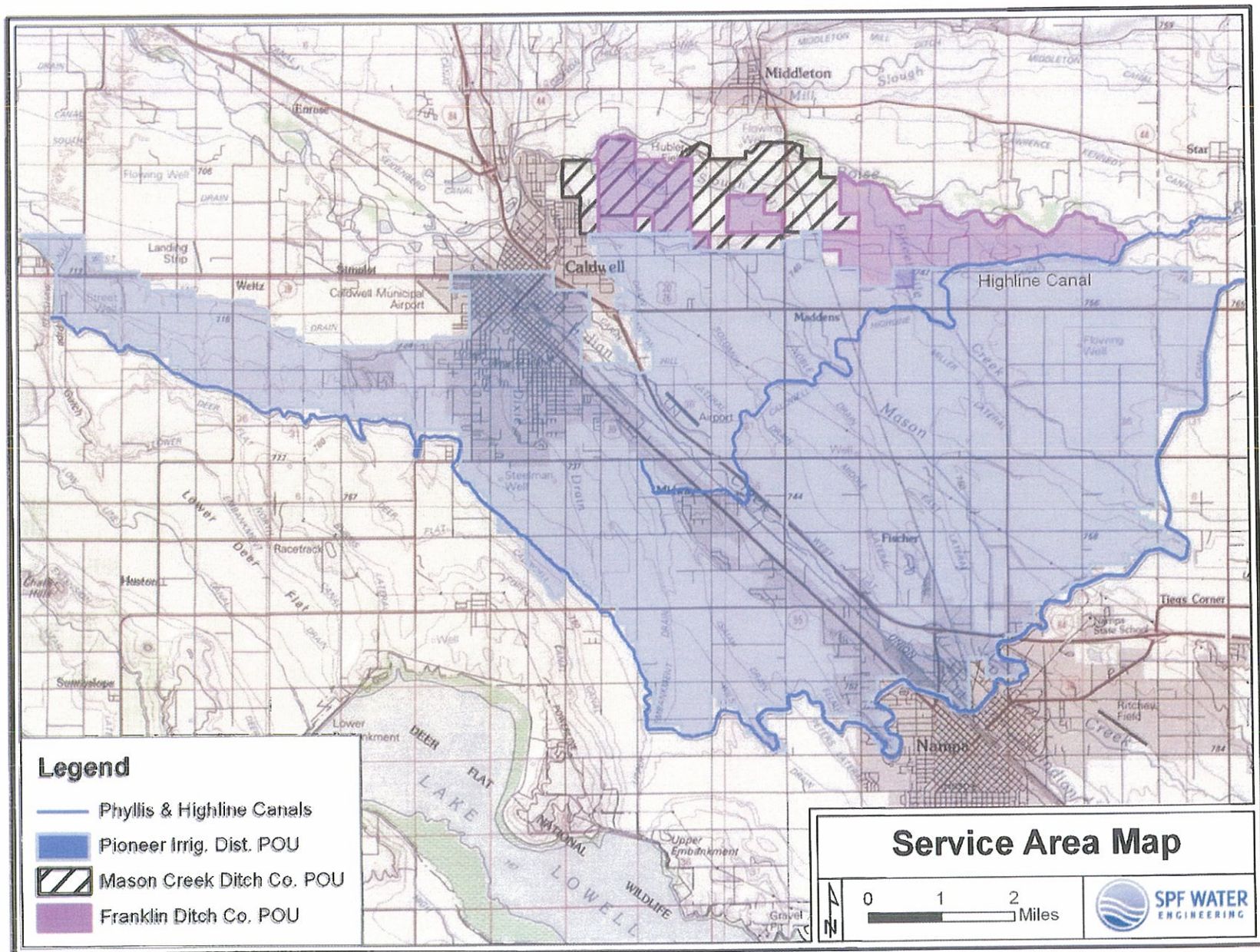
I am not quite sure what contracts you refer to. When the old Strahorn Ditch was first constructed contracts were made with the Franklin Ditch Co., and I believe, also with the Mason Ditch Co., by which those companies reserved certain water rights and arrangements were made for the old Strahorn Ditch to carry their water down a certain distance. I cannot recollect what new arrangements, if any, were made when the old Strahorn Ditch was enlarged into the Caldwell High Line. I take it from your letter that there were contracts made at that time and those are the ones you are searching for. Of these I have no recollection and don't know where to direct your attention. They ought to be on file in the office of the Pioneer Irrigation District because that district constructed the High Line Canal. Later on the Pioneer District contracted with the Caldwell Irrigation District to pick up and carry water for them but that water comes mainly from waste ditches and canals. Someway or another, I don't believe that I had anything to do with the contracts at the time the Caldwell High Line was built.

Am sorry I can't help you. If we could talk the matter over together with Thompson I might be able to remember something about it.

Yours very truly,

JCR:NN

A handwritten signature in cursive script, appearing to read "John C. Rice". The signature is written in dark ink and is positioned to the right of the typed name "John C. Rice".



Franklin
Ditch Co
to
B+O LSC

This Indenture, Made The 24th day of June in the year of our Lord one Thousand Eight Hundred and Eighty four Between, Franklin Ditch Company, a Corporation, by its board of Trustees duly authorized by a resolution of its stockholders the party of the first part and The Idaho and Oregon Land Improvement Company, a corporation the party of the second part; Witnesseth, That the said party of the first part for and in consideration of the sum of Five Thousand (\$5000.) Dollars Lawful money of the United States of America to it in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged has granted bargained and sold and by these presents does grant, bargain, sell, convey and confirm, unto the said party of the second part and to its successors and assigns forever all the following described property situate in the County of Ada Territory of Idaho, to wit: all of the Water Rights, Sloughs and ditches known as the Franklin Ditch property, or owned or claimed to be owned by the Franklin Ditch Company, said Sloughs and ditches have their sources on the South side of Boise River on the farm of William Frost about seven miles above the town of Middleton Ada County, Idaho Territory.

Together with all and singular the tenements, hereditaments and appurtenances therunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and also all estate, right, title, interest, property, possession, claim and demand whatsoever, as well in law as in Equity of the said party of the first part, of, in or to the said premises, and every part and parcel thereof with the appurtenances.

To Have and to Hold, all and singular, The said premises, Together with the appurtenances, unto the party of the second part and to its successors and assigns forever. And the said party of the first part and its successors the said premises, in the quiet and peaceable possession of the said party of the second part, its successors and assigns, against the said party of the first part and its successors against all and every persons and persons whomsoever lawfully claiming or to claim the same shall and will warrant.

REDACTED

REDACTED

REDACTED

5 1234

and by these presents forever defend.

In Witness whereof the said party of the first part has hereunto set its hand and seal the day of the year first above written.

Signed Sealed and
Delivered in the
presence of ---

The Franklin Ditch Company
By Thomas Wheatley
G W Ford
Michael Potts
Trustees



Territory of Idaho
County of Ada

On this 26th day of June 1884, personally appeared before me J J Danilson, a Notary Public in and for the said County of Ada Thomas Wheatley, G W Ford Michael Potts, Trustees of the Franklin Ditch Company known to me to be the persons described in and who executed the foregoing instrument, and who acknowledged to me that they executed the same freely and voluntarily and as a free and voluntary act of the said Corporation and for the uses and purposes therein mentioned.

In Witness whereof, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.

J J Danilson
Notary Public

Recorded at the request of R E Strahorn June 30th 1884 at 9 o'clock A.M.

B L Prickett
Recorder

C. C. R.
Leds
Book 2
Page 370



This Indenture, made the 24th day of June in the year of our Lord one thousand eight hundred and eighty four between, Franklin Ditch Company, a corporation, by its board of trustees duly authorized by a resolution of its stockholders the party of the first part and the Idaho and Oregon Land Improvement Company, a corporation the party of the second part, witnesseth, that the said party of the first part for and in consideration of the sum of five thousand (\$5000) dollars lawful money of the United States of America to it in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged has granted bargained and sold and by these presents does grant, bargain, sell, convey and confirm, unto the said party of the second part and to its successors and assigns forever all the following described property situate in the County of Ada Territory of Idaho, to wit: all of the Water Rights, Sloughs and ditches known as the Franklin Ditch property, or owned or claimed to be owned by the Franklin Ditch Company, said sloughs and ditches have their sources on the south side of Boise River on the Farm of William Frost about seven miles above the Town of Middleton Ada County, Idaho Territory.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and also all estate, right, title interest, property, possession, claim and demand whatsoever, as well in law as in equity of the said party of the first party, of, in or to the said premises, and every part and parcel thereof with the appurtenances.

To have and to hold, all and singular, the said premises, together with the appurtenances, unto the party of the second part and to its successors and assigns forever. And the said party of the first party and its successors the said premises, in the quiet and peaceable possession of the said party of the second part, its successors and assigns, against the said party of the first part and its successors against all and every persons and persons whatsoever lawfully claiming or to claim the same shall and will Warrant and by these presents forever defend.

In witness whereof the said party of the first part has hereunto set its hand and seal the day of the year first above written.

Signed Sealed and	)	The Franklin Ditch Company
Delivered in the	)	By Thomas Wheatley
presence of - - -	)	G W Ford
		Michael Potts
		Trustees

Territory of Idaho	)
	)ss
County of Ad	)

On this 26th day of June 1884 personally appeared before one JJ Danilson a Notary Public in and for the said County of Ada Thomas Wheatley, G W Ford, Michael Potts, Trustees of the Franklin Ditch Company known to one to be the persons described in and who executed the foregoing instrument, and who acknowledged to me that they executed the same freely and voluntarily and as a free and voluntary act of the said corporation and for the uses and purposes therein mentioned.

In witness whereof, I have hereunto set my hand and affixed my official seal, the day and

year in this certificate first above written.

J J Danilson
Notary Public

Recorded at the request of R E. Strahorn June 30th 1884 at 9 o'clock a.m.

B S Prickett
Recorder

June 25. 84

620

6 105

to
Franklin
Ditch Co

REDACTED

REDACTED

This Indenture, Made the 25th day of June in the year of our Lord one thousand eight hundred and eighty four, between The Idaho and Oregon Land Improvement Company of Ada County, Idaho Territory the party of the first part, and The Franklin Ditch Company of Ada County, Idaho Territory the party of the second part, Witnesseth: That the said party of the first part, for and in consideration of the sum of Five thousand (\$5000) Dollars, lawful money of the United States of America to it in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged does by these presents grant, bargain, sell, remise, convey and confirm unto the said party of the second part, and to -- heirs and assigns all of the property situate in the County of Ada and Territory of Idaho and described as follows, to wit: The first thirteen hundred and fifty (1350) inches of Water of The Main Caldwell Canal said Water to be appurtenant to, and used only on the lands owned or claimed by Thos Wheatley, Joseph Howard, Adam Schindler, Charles E. Carter, A. L. Ball, J. W. Ford, D. P. Dodd, A. J. Ragan, Robert White, Charles Moaden, John Thomas, Hamilton Davis, George W. Wooten, L. S. Lorch, Michael Potts, J. H. Job on October 2nd 1883, said Water to be furnished at such points East of Mason Creek as said Franklin Ditch Company may designate. Together with all and singular the Tenements, Hereditaments and appurtenances thereunto belonging or in anywise appertaining and the reversion and reversions and remainder and remainders, rents, issues, and profits thereof. To Have and to Hold, all and singular the said premises, together with the appurtenances unto the said party of the second part and to its heirs and assigns forever. And the said party of the first part for itself, assigns or representatives does hereby covenant and agree to and with the said party of the second part, its heirs, Executors, administrators and assigns, That it has not done, committed, executed or suffered any act or acts, thing or things whatsoever whereby or by means whereof the said premises or any part thereof now or at any time hereafter, shall or may be charged or incumbered in any manner or way whatever. And the said party of the first part hereby agrees to and with the said party of the second part, That as against all acts done, performed or suffered by the said party of the first part, the said party of the first part will warrant and forever defend. In witness whereof. The party of The

first part has caused these presents to be subscribed by its Attorney in fact thereunto duly authorized and its corporate name and seal affixed the day and year first above written.

Witness, } The Idaho & Oregon Land Improvement Company
H. C. Wallace } By Robt E. Strahorn
Attorney in fact

Territory of Idaho }
County of Ada }

On this 25th day of June A. D. 1884 before me a Notary Public, in and for said County and Territory personally appeared Robert E. Strahorn known to me to be the Attorney in fact of said Idaho and Oregon Land Improvement Company and who acknowledged to me that the said Corporation executed the foregoing instrument as its free act and deed, and for the purposes therein mentioned.

In Witness Whereof, I have hereunto set my hand and official seal, the day and year above written.



J. J. Danilson
Notary Public

Recorded at the request of Thos. Wheatley Dec 4th 1884
at 30 min past 9 o'clock A. M.

B. S. Prickett
Recorder

O. C. R.
Deeds
Book 2
Page 507

This Indenture, made the 25th day of June in the year of our Lord one thousand Eight hundred and Eighty four, between the Idaho and Oregon Land Improvement Company of Ada County Idaho Territory the party of the first part, and the Franklin Ditch Company of Ada County, Idaho Territory the party of the Second part, Witnesseth: that the said party of the first part, for and in consideration of the sum of five thousand (\$5000) dollars, lawful money of the United States of America to it in hand paid by the said part of the Second part, the receipt whereof is hereby acknowledged does by these presents grant, bargain, sell, remiss, convey and confirm unto the said part of the Second part, and to theirs and assigns all of the property situate in the County of Ada and Territory of Idaho and described as follows, to wit: the first Thirteen Hundred and Fifty (1350) inches of Water of the Main Caldwell Canal said Water to be appurtenant to, and used only on the lands owned or claimed by Thomas Wheatley, Joseph Howard, Adam Schindler, Charles Elearter, A.L. Ball, G A Ford, DP Dodd, AJ Ragan, Robert White, Charles Meaddress, John Thomas, Hamilton Davis, George W Wootan, L F _____, Michael Potts, J H Job on October 2nd 1883, said Water to be furnished at such points Ease of Mason Creek as said Franklin Ditch Company may designate.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywill appertaining and the reversion and reversions and remainder and remainders, rents, issues, and profits thereof.

To have and to hold, all and singular the said premises, together with the appurtenances with the said party of the Second part and to its heirs and assigns forever.

And the said party of the first part for itself, assigns or representations does hereby covenant and agree to and with the said party of the second part, its heirs, executors, administrators and assigns, that it has not done, committed executed or suffered any act or acts, thing or things, whatsoever whereby or by means whereof the said premises or any part thereof now or at anytime hereafter, shall or may be changed or encumbered in any manner or way whatever.

And the said party of the first part hereby agrees to and with the said party of the second part, that as against all acts done, performed or suffered by the said party of the first part, the said party of the first part will Warrant and Forever Defend.

In witness Whereof, the party of the first part has caused these presents to be subscribed by its attorney in fact thereunto duly authorized and its corporate name and seal affixed the day and year first above written.

The Idaho and Oregon Land Improvement Company

Witness	)	By Robert E. Strahorn
H C Wallace	)	Attorney in fact

Territory of Idaho	)
	) ss
County of Ada	)

On this 25th day of June A.D. 1884 before me a notary public, in and for said county and territory personally appeared Robert E. Strahorn known to me to be the attorney in fact of said Idaho and Oregon Land Improvement Company and who acknowledged to one that the said coporation executed the foregoing instrument as its free act and deed, and for the purposes therein mentioned.

In witness whereof, I have hereunto set my hand and official seal; the day and year above written.

T T Danilson
Notary Public

Recorded at the request of Thomas Wheatley December 4th 1884 at 30 min past 9 o'clock a.m.

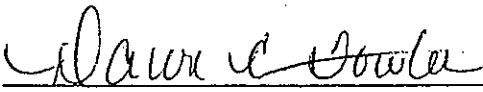
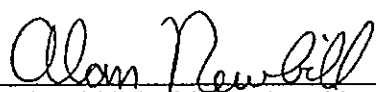
B S Prickett
Recorder

August 9, 2010
Special Meeting Caldwell, Idaho

The Board of Directors of Pioneer Irrigation District met in special session with Directors Alan Newbill, Leland Earnest and Rob Greenfield present. Also present was Dawn C. Fowler, Secretary/Treasurer and Attorney Scott Campbell (via conference call).

EXECUTIVE SESSION: Per Idaho Code Section 67-2345, Subsection B, it was moved, seconded and carried to adjourn to executive session to discuss personnel matters. Upon adjourning from executive session, it was the consensus of the Board to terminate the employment of Superintendent Jeff Scott.

There being no further business appearing before the Board, meeting was adjourned.

ATTEST:  
DAWN C. FOWLER, Secretary ALAN NEWBILL, President

August 11, 2010
Caldwell, Idaho

The Board of Directors of Pioneer Irrigation District met in regular session with Directors Alan Newbill, Leland Earnest and Rob Greenfield present. Also present were Mark Zirschky, Acting Superintendent; Dawn C. Fowler, Secretary/Treasurer; and Scott Campbell, Attorney.

AGENDA AMENDMENT: The following items were added after the agenda was drafted, as they were last minute issues:

- Bureau of Reclamation contract review
- 15.0 North Branch Spill maintenance
- Rated curve update
- Terrorism insurance rider
- Treasure Valley Camp info update

It was moved, seconded and unanimously approved to amend the August agenda as noted above.

It was moved, seconded and carried to approve the July 7, 2010, regular meeting and July 29, 2010, and August 9, 2010, special meeting minutes as written.

The financial reports as presented from the QuickBooks printouts were reviewed and accepted. All statements and invoices were reviewed and ordered paid as per the Check Detail submitted in the amount of \$516,001.82 by the issuance of checks #11679-11755 (general account) and #1110-1118 (revolving fund).

QUITCLAIM DEEDS: It was the consensus of the Board to sign Quitclaim Deeds for properties assessed under the following accounts, as all delinquent and current assessments owing have been paid in full:

Owner Name	Amt. Paid	Acct. #
Manuel Hernancez Torres	\$212.87	#0149-55
Michael Gabriel & Rebecca Lynn Solis	\$355.52	#2175

EXCLUSIONS: It was the consensus of the Board to approve the following petitions for exclusion:

- Account #0302-2 by Manuel Elizarraras for .32 acres at 2493 Caldwell Blvd. because of not having access to water.
- Account #3399 by Edward Frisbee for .52 acres at 1314 Helena because of not having access to water.
- Account #3827 by John Sullivan for .30 acres at 411 Bridlewood because of not having access to water.
- Account #9100 by Jesus Paz for 2.13 acres at 220 N. 6th Ave. because of not having access to water. He previously excluded from the Lateral District and now wishes to exclude from Pioneer.

It was the consensus of the Board to table the following petitions pending further investigation:

- Account #3276 by Matt Arbaugh for .16 acres at 412 Gregory Court because of not having access to water. Mr. Arbaugh was to have appeared before the Board regarding this exclusion at 11:00 a.m., but failed to show up.
- Account #0490 by Samuel Longstreet for .25 acres at 1419 Madison Ave. because of not having access to water.
- Account #3605-1 by Aaron Vance for .21 acres at 2904 S. Illinois because of not having access to water.
- Account #3589 by Claudia Amaral for .17 acres at 1520 Cherry St. – wishing to exclude because of the damage flood irrigation does.
- Account #4307 by Matt Patterson for .32 acres at 609 W Oak St. because of not having access to water.
- Account #4496 by Shaun Steward for .17 acres at 2320 & 2322 Brookside because of not having access to water.

AGREEMENTS:

It was the consensus of the Board to sign the following agreements:

- Notice of Buried Irrigation Pipeline for the 5.3 Lateral as drawn up by Attorney Campbell's office.
- Notice of Buried Irrigation Pipeline for the Douglas Lateral as drawn up by Attorney Campbell's office.
- Utility License Agreement for TW Telecom's Aerial Crossing of the Canyon Hill Lateral as drawn up by Attorney Campbell's office.

APPOINTMENTS:

GENE OAKLUND – BILL/SERVICE COMPLAINTS – Gene Oaklund (Acct. #1312) appeared before the Board to complain about rising assessments and the inability to get water to his property at the corner of Midway and Moss. After discussion, it was the consensus of the Board that Superintendent Zirschky would go look at the property to see what can be done, as one board member thought he remembered there being water on that property in the past. Superintendent Zirschky is to call Mr. Oaklund and set up a time to meet him and take a look at the situation to see if Pioneer can be of assistance.

INDIAN CREEK DIVERSION – CITY OF CALDWELL – The City of Caldwell (represented by Steve Potts, Brent Orton and Lee van de Bogart) appeared before the Board regarding their continuing desire to move the delivery point for a number of properties from 6th & Blaine to 6th & Arthur. Attorney Campbell clarified for the City that while they simply want to move the delivery point, it actually entails moving a diversion point. The two are completely different. The diversion point belongs to Pioneer, so Pioneer would have to initiate the change through IDWR to abandon the old one and include the pump at the new location. It was the consensus of the Board that they would be willing to start the process provided the City does the following first:

1. Provide confirmation, in writing, to Pioneer that they are willing to pay the costs for the IDWR process;
2. Meet with Franklin and Caldwell Irrigation Lateral District to explain the situation and insure they won't continue to object (they object to Caldwell's filing for a water right).

As this is technically a legal process, Attorney Campbell asked that he be involved in the entire process, as he'll have to represent Pioneer before IDWR.

Additionally, as part of any agreement on this change, the City would have to allow for installation of a flow meter on the pump and give Pioneer access to the pump to insure no more than the allotted amount of water is being pumped. The City has agreed to this in the past.

MISCELLANEOUS:

BOARD MEETING DATE CHANGES: It was the consensus of the Board that since the September and December meeting dates conflict with Settler's meetings (which Attorney Campbell also attends), they would be changed to September 8 and December 8, 2010.

WATER DELIVERY CESSATION: Secretary/Treasurer Fowler informed the Board that per their decision at a prior meeting, the "Do Not Deliver" lists have been rerun to show anyone over 5 acres who has not paid their 2nd half. Reminder statements have been sent, and now the ditchriders have been given those lists and asked not to deliver to the people on until they are notified by the office that assessments have been paid.

Questions have arisen on two situations:

- There are 4 properties owned by Doug Cremer that are delinquent. He was in and paid two of them. He said he'd be back to pay the other two by the end of

the week. It was the consensus of the Board to give him the opportunity to pay the other two, and shut him off if he doesn't.

- One property owned by a developer has been on the "do not deliver" list all along; however, it has been getting water because the ditchrider was confused by a farmer ordering water for it. Farmer is renting the property. Farmer has given the office contact information for the developer, who has been contacted and said they would "try to get it paid." It was the consensus of the Board to have Secretary/Treasurer Fowler contact the farmer again and let him know that if the developer doesn't pay, water will be shut off.

VEHICLE SALES: A past employee has expressed interest in buying an old truck Pioneer identifies as Old #8. A current employee has expressed an interest in buying an old GI rig as well. Both are broken down and neither is intended to be fixed for future use. It was the consensus of the Board to sell the GI rig at whatever can be deemed a fair price. It was the consensus of the Board to sell Old #8 for \$1000 or best offer. Superintendent Zirschky will discuss both with the people interested in them.

DRAINAGE STUDY – It has been discussed between the City of Caldwell and Pioneer that a drainage study similar to that being done in the Cache Valley in Utah would be useful in this area. Both entities were to develop a list of invitees and work cooperatively to set up a meeting to determine what the level of interest might be. Pioneer's list consists of:

• Riverside Irrigation	• Pioneer Irrigation
• City of Caldwell	• City of Nampa
• City of Meridian	• Black Canyon Irrigation
• Nampa/Meridian Irrigation	• Wilder Irrigation
• Caldwell Irrig. Lateral District	• Boise Project Board of Control
• Bureau of Reclamation	• Canyon Highway Districts #1 & #4
• Nampa Highway District #1	• Settlers Irrigation District
• ACHD	• Canyon & Ada Counties
• Golden Gate Irrigation	• Canyon Hill Irrigation
• Flood Control District #10	• Franklin Ditch Co.
• Mason Creek Ditch Co.	• IDWR
• Water District 63 (Rex Barrie)	• Canyon Soil Conservation District
• Idaho Water Users Assn.	• DEQ
• Army Corps. Of Engineers	• EPA

Secretary/Treasurer Fowler is to send the list to Tammy Frans at the City of Caldwell per prior discussions with the City.

SAFETY PROGRAM UPDATE: Superintendent Zirschky updated the Board on safety plan issues after attending an OSHA class last month. With the abundance of information that has been collecting over the last couple months, it is now time to begin crafting the program. Superintendent Zirschky and Secretary/Treas. Fowler will be working on this.

BUREAU OF RECLAMATION CONTRACT REVIEW: Pioneer is in possession of a request by the Bureau of Reclamation to set a date when the Bureau can review Pioneer's contract. However, upon inspecting the documents the Bureau provided, it

appears that the review doesn't apply to Pioneer. After discussion, it was the consensus of the Board that Secretary/Treas. Fowler contact the Bureau representative and convey to them that Pioneer doesn't feel it should be subject to the review based on the fact that our contracts are not our sole and primary source of water. Our contracts are authorized under the Warren Act, but we are not a "project" district. If the Bureau insists, Secretary/Treas. Fowler is to ask them to provide the legal authority that requires Pioneer to participate.

15.0 NORTH BRANCH SPILL MAINTENANCE: Superintendent Zirschky brought the issue of maintaining a spill on the 15.0 North branch before the Board. A patron has asked Pioneer to clean it, as we have done in the past, because we are authorized to use the spill. While we don't utilize the spill right now, it was the consensus of the Board to clean and maintain the spill and preserve our right to use it in the future.

RATED CURVE UPDATE: Superintendent Zirschky informed the Board that he had recently experienced difficulties in preparing chemical treatments because measurements at the Headgate House were significantly off. Independent measurements were taken by Rex Barrie and his consultant that confirmed this. Superintendent Zirschky suggested that Pioneer hire Quadrant Consulting to re-rate the curve to insure that 1) flow measurements are accurate, and 2) Pioneer isn't charges more storage than we're using due to inaccurate measurements. He anticipates this can be done for around \$1000. It was the consensus of the Board to have Superintendent Zirschky pursue this.

TERRORISM INSURANCE RIDER: Secretary/Treasurer Fowler asked the Board if they wanted to waive extra terrorism insurance as part of our ICRMP renewal. It was the consensus of the Board to waive additional terrorism coverage at this time.

IDAHO POWER AGREEMENT BILLING: Secretary/Treas. Fowler has noticed that Pioneer does not appear to be billing Idaho Power for agreements that are unrelated to development projects. While there have not been numerous agreements in recent years, it appears Pioneer has never charged Idaho Power for the legal fees incurred related to these agreements. It was the consensus of the Board that the costs for individual license agreements should be passed on to Idaho Power (and others if this situation is encountered in the future).

BILL ADJUSTMENTS – Secretary/Treas. Fowler informed the Board that she was approached by a patron with a tax deed that goes back to 1985 totaling a little more than \$4000. The patron wants penalty and interest removed so that they can get this paid off. Patron was very angry over the entire bill. Even though Secretary/Treas. Fowler told him those fees could not be removed, he wanted it brought before the Board because he insists Pioneer has done it in the past (he had no examples of when). Secretary/Treas. Fowler noted the patron waited 25 years to complain. Attorney Campbell noted that removing penalty and interest goes against Idaho Code. It was the consensus of the Board that Secretary/Treas. Fowler write the patron a letter explaining why penalty and interest cannot be removed from the account.

NEWSLETTER: Secretary/Treas. Fowler asked meeting participants for ideas to include in the newsletter that could be viewed as "value added". There have been an unusually large number of complaints this year where people feel like the District does

nothing for them and they don't get anything for their money. Several suggestions were offered, and Secretary/Treas. Fowler will write a draft to be reviewed next month.

COLLECTIONS UPDATE / BUDGET SETTING: Secretary/Treasurer Fowler provided the Board with an update on monies collected on delinquent assessments over the last budget year. They totaled almost \$700,000 in delinquent assessments collected. At this time, the Board also contemplated the expenses necessary for the 2010-2011 budget year. After reviewing all the data presented, it was the unanimous consensus of the Board to keep the yearly assessment the same as 2009. Rates will be \$66.00 per acre, to be divided into a Fall Payment and a Summer Payment. It was also the consensus of the Board to keep the Assessment Expense the same as 2009 at \$20.00 per account. The policy of a minimum assessment of one acre per account will remain in effect. The new budget includes a 2.5% cost of living increase in wages and salaries for employees. The Board did not raise their pay.

ELECTION – Secretary/Treas. Fowler informed the Board of the upcoming election deadline dates. It was the consensus of the Board to continue with appropriate notices as required by Idaho Code.

LEGAL:

CITY OF NAMPA STORMWATER MEETING: Attorney Campbell updated the Board on the meeting he and then-Superintendent Jeff Scott had with the City of Nampa (Michael Fuss and Cheryl Jenkins) regarding stormwater issues. No action was necessary.

EXECUTIVE SESSION: Per Idaho Code Section 67-2345, Subsection F, it was moved, seconded and carried to adjourn to executive session to discuss matters of ongoing and pending litigation related to the City of Caldwell (stormwater suit). Upon adjourning, no action was necessary at this time.

EXECUTIVE SESSION: Per Idaho Code Section 67-2345, Subsection F, it was moved, seconded and carried to adjourn to executive session to discuss matters of ongoing and pending litigation related to the SRBA adjudication and Franklin Ditch/Mason Creek Ditch companies. Upon adjourning, it was the consensus of the Board that Attorney Campbell contact Mason Creek's attorney to attempt to set up a meeting between Mason Creek and Pioneer. It was also the consensus of the Board that Attorney Campbell attempt to get discovery deadlines pushed back to accommodate the pending meeting.

ASUMENDI/NIELSEN PIPE UPDATE: After discussion of the pipe dispute between Ruben Asumendi and Clint Nielsen, it was the consensus of the Board that Superintendent Zirschky should investigate to see if the pipe is still in place. If it is, Secretary/Treas. Fowler is to write a letter to the property owner (copy to Nielsen) notifying them that the pipe must be removed with 7 days from receipt of the letter.

TREASURE VALLEY CAMP – Attorney Campbell updated the Board on issues related to the Treasure Valley Comprehensive Aquifer Management Plan. The only action he suggested was making sure that Superintendent Zirschky is added to the committee in Jeff Scott's place so that Pioneer has representation in the process. It was the

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Caldwell, ID

consensus of the Board to have Secretary/Treas. Fowler will make sure this change is made.

PHYLLIS 5-MILE DIVERSION CHANGE: After discussions with Nampa/Meridian in June about their intention to monitor water going into the Phyllis canal from 5-Mile Drain via the 5-Mile Feeder and pursue reimbursement per a 1916 contract, it was the consensus of the Board to research moving the point of diversion closer to the Phyllis and inside Pioneer's boundaries. Superintendent Zirschky is to research the cost of pumps to pump the water directly from 5-Mile drain and bypassing the 5-Mile Feeder, as well as research an appropriate location for that pump. It was the consensus of the Board that Attorney Campbell initiate the diversion point change process with IDWR, and Board President Newbill would contact Lee Cisco (on Nampa/Meridian's Board) to try to determine if they would be willing to settle what will be a dispute over this in exchange for a reasonable amount of Pioneer's storage water.

Attorney Campbell updated the District on other legal issues, but no action was required.

There being no further business appearing before the Board, meeting was adjourned.

ATTEST: *Dawn C. Fowler*
DAWN C. FOWLER, Secretary

Alan Newbill
ALAN NEWBILL, President

August 23, 2010

Emergency Meeting Caldwell, Idaho

The Board of Directors of Pioneer Irrigation District met in emergency session with Directors Alan Newbill, Leland Earnest and Rob Greenfield present. Also present were Dawn C. Fowler, Secretary/Treasurer and Mark Zirschky, acting Superintendent.

The purpose of the meeting was to discuss permanently filling the position of Superintendent. After discussion, a motion was made and seconded to appoint Mark Zirschky as Superintendent. His current rate of pay would remain until the January reorganization meeting, at which time it would be reconsidered.

There being no further business appearing before the Board, meeting was adjourned.

ATTEST: *Dawn C. Fowler*
DAWN C. FOWLER, Secretary

Alan Newbill
ALAN NEWBILL, President