

Agreement.

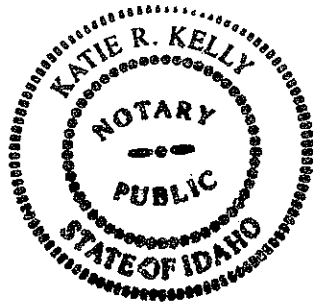
5. The Franklin records contain the June 24, 1884 Deed from Franklin to Idaho Oregon Land Improvement Company. Attached as Exhibit 2 is a true and correct copy of the June 24, 1884 Deed.

6. The Franklin records contain the June 25, 1884 Deed from Idaho Oregon Land Improvement Company to Franklin. Attached as Exhibit 3 is a true and correct copy of the June 25, 1884 Deed.

DATED this 4th day of August, 2010.

By Helen L. Larson
Helen Larson

Sworn to and subscribed before me this 4 day of August, 2010.



Katie R. Kelly
Notary Public for Idaho
Residing in Oasis, Idaho
My Commission Expires: 2/20/14

CERTIFICATE OF SERVICE

I hereby certify that on this 14th day of September, 2010, I served a true and correct copy of the foregoing document by U.S. mail, postage pre-paid to the following:

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

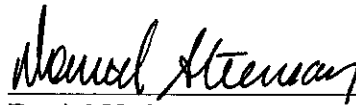
John J. McEvoy
1703 N. KCID Road
Caldwell, Idaho 83605

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

Martin Galvin
P.O. Box 115
Middleton, Idaho 83644

Pioneer Irrigation District
c/o Scott Campbell
P.O. Box 829
Boise, Idaho 83701-0829

Mason Creek Ditch Company
c/o Albert Barker
Barker Rosholt & Simpson, LLP
P.O. Box 2139
Boise, Idaho 83701-2139



Daniel V. Steenson

Exhibit 1

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

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 bourne 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 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

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

Territory of Idaho)
County of Alturas) ss

Justice of the Peace

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.

C and B

Bl P296

Compared

Indexed

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

B. S. Prickett.

Recorder

Exhibit 2

Franklin
Ditch Co
to
S+O L Co

This Indenture, Made the 21st 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 First 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 whomsoever 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 } Seal
 By Thomas Wheatley } Seal
 G W Ford } Seal
 Michael Potts } Seal
 Trustees

Territory of Idaho }
 County of Ada } ss

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. C. R
 Leeds
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Exhibit 3

June 25 84

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 his 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 Woodward, Adam Schindler, Charles C. Carter, A. L. Bell, G. W. Ford, J. P. Dodd, A. J. Ragan, Robert White, Charles Maddox, John Thomas, Hamilton Davis, George W. Weston, L. J. Cook, Michael Potts, of 26 Feb 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. L. Wallace } By Robt E Strahorn
Attorney in fact

Territory of Idaho }
County of Ada } ss

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



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

B. S. Crickett
Recorder