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DEPARTMENT OF
WATER RESOURCES

Attorneys for Claimant and Objector
Pioneer Irrigation District

Scott L. Campbell, ISB No. 2251
Andrew J. Waldera, ISB No. 6608
Dylan B. Lawrence, ISB No. 7136
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18946.0137

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

AFFIDAVIT OF ALAN NEWBILL

STATE OF IDAHO)
) ss.
County of Canyon)

Alan Newbill, having been duly sworn upon oath, deposes and states as follows:

1. I am the President of the Board of Directors for the Pioneer Irrigation District. I have been on the board since 2002. Pioneer's other two Board members are Leland

Earnest and Rob Greenfield. I am of majority age and sound mind. I make this affidavit based upon my own personal knowledge.

2. Attached hereto as Exhibit A is a true and correct copy of the Settlement Agreement between Pioneer and the Franklin Ditch Company, dated December 14, 2010.

3. Attached hereto as Exhibit B is a true and correct copy of the Settlement Agreement between Pioneer and the Mason Creek Ditch Company, dated December 14, 2010.

4. Pioneer filed its objections to the Franklin Creek Ditch Company and Mason Ditch Company water rights in the SRBA in June of 2007. While the litigation of those objections became more involved starting in approximately August of 2010, the three entities had been involved in periodic settlement discussions since 2007.

5. As court proceedings and the cost of legal work began to mount this past fall of 2010, the three parties became more serious about a potential settlement in order to keep costs down. These discussions were initially between myself, Helen Larson (Franklin Ditch Co.), and Marty Galvin (Mason Creek Ditch Co.), in the form of telephone conversations and a few informal meetings. On occasion, other representatives were involved.

6. As settlement discussions became more focused in November of 2010, it became obvious to Pioneer that the bad feelings toward us by the other two entities was very deep seated. This deep seated ill will was demonstrated very clearly in a meeting between representatives of all three entities on November 29, 2010, at Pioneer's office. All three entities agreed not to include attorneys in the meeting. The Franklin and Mason representatives were hostile from the outset. As the meeting progressed, tempers flared and, at one point, a Franklin board member was on his feet and physically in the face of a Pioneer Board member, yelling at him.

7. It became clear that nothing was going to be accomplished within the current hostile environment. Therefore, the parties agreed to continue the meeting with just a couple members of each entity present, and to have everyone else leave. The hope was to continue with a reasonable discussion. A reasonable discussion did commence at that point. The entities were able to reach an agreement as to settlement terms in general, and Franklin agreed to have their attorney draft the agreement.

8. Pioneer and Franklin's attorneys both drafted a settlement agreement for presentation to the other. The agreements went back and forth several times between the parties. Ultimately, Pioneer's Board suggested a few changes to the version submitted by Franklin's attorney. This also became the basis of the settlement agreement between Pioneer and Mason. Without consulting the District's attorney, Pioneer signed the agreements attached as Exhibits A and B.

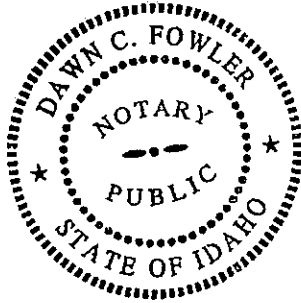
9. Signing an agreement prior to seeking the advice of its attorney is not the normal course of action for Pioneer. However, given the hostility expressed toward Pioneer during the settlement negotiations, combined with Pioneer's ongoing involvement in costly litigation since 2008 over urban storm water discharges into its irrigation system, Pioneer's Board simply wanted to resolve this matter quickly. At the time, the settlement agreements seemed reasonable.

10. Pioneer's Board is now concerned that the Settlement Agreements do not fully comply with Idaho law. Rather than operating under that uncertainty and deferring a potential dispute over the agreements into the future, Pioneer believes it is best for all parties involved to have the Court address this issue now.

Further your affiant sayeth naught.

Alan Newbill
Alan Newbill

SUBSCRIBED AND SWORN to before me this 4 day of February, 2011.



Dawn C. Fowler
NOTARY PUBLIC FOR IDAHO
Residing at Boise
My Commission Expires 7-16-2016

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 8th day of February, 2011, I caused a true and correct copy of the foregoing **AFFIDAVIT OF ALAN NEWBILL** to be served by the method indicated below, and addressed to the following:

Mason Creek Ditch Company

Represented by:

Albert P. Barker

Shelley M. Davis

BARKER ROSHOLT & SIMPSON LLP

1010 W. Jefferson, Suite 102

P.O. Box 2139

Boise, ID 83701-2139

☒ U.S. Mail, Postage Prepaid

☐ Hand Delivered

☐ Overnight Mail

☐ Facsimile

Franklin Ditch Company

Represented by:

Daniel V. Steenson

Jon C. Gould

RINGERT LAW CHARTERED

P.O. Box 2773

Boise, ID 83701

☒ U.S. Mail, Postage Prepaid

☐ Hand Delivered

☐ Overnight Mail

☐ Facsimile

Martin Galvin

P.O. Box 115

Middleton, ID 83644

☒ U.S. Mail, Postage Prepaid

☐ Hand Delivered

☐ Overnight Mail

☐ Facsimile

John J. McEvoy

1703 N. KCID Road

Caldwell, ID 83605

☒ 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

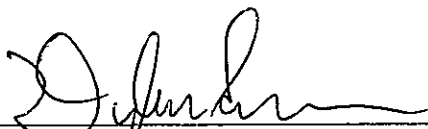
Boise, ID 83720

☒ U.S. Mail, Postage Prepaid

☐ Hand Delivered

☐ Overnight Mail

☐ Facsimile



Dylan B. Lawrence

EXHIBIT A

TO THE AFFIDAVIT OF ALAN NEWBILL

In Re SRBA Case No. 39576

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

10-

SETTLEMENT AGREEMENT

2010 DEC 15 AM 11:45
WILLIAM H. HURST
CANYON CNTY RECORDER
By: [Signature]

RECORDED

2010057960

REQUEST Pioneer Irrigation District
TYPE 8th FEB 11

This Agreement (the "Agreement"), is entered into and made effective this 14th day of December, 20 10, by and between **PIONEER IRRIGATION DISTRICT** ("Pioneer"), an irrigation district organized and existing under and by virtue of the laws of the State of Idaho, whose address is P.O. Box 426, Caldwell, Idaho, 83606, and **FRANKLIN DITCH COMPANY** ("Franklin"), an Idaho corporation, whose address is 8500 Joplin Road, Caldwell, Idaho 83605.

Pioneer and Franklin agree to compromise, settle, and resolve the pending litigation in the Snake River Basin Adjudication in Subcase No. 63-00166B and 63-00167B, based upon the following mutual promises, agreements, and understandings, which shall constitute an Addendum to that 1883 Agreement between Franklin Ditch Company and Idaho & Oregon Land Improvement Company, attached hereto as Exhibit A.

1. Pioneer agrees to file Notices of Withdrawal of Objections to Franklin's water right nos. 63-00166B and 63-00167B ("Franklin's water rights") in the Snake River Basin Adjudication District Court Case No. 39576 for Subcase Nos. 63-00166B and 63-00167B within ten (10) days of recording a fully executed version of Agreement.
2. Pioneer and Franklin agree that they will each pay their respective costs and attorney's fees and shall not seek recovery of those costs and fees in the identified subcases.
3. Franklin agrees that Pioneer owns and has exclusive authority and control over the operations, maintenance, repair, and improvement of the Highline Canal.
4. Franklin agrees that it will not lease to the Idaho Water Resources Board Water Supply Bank any portion of Franklin's water rights that have historically been diverted into the Highline Canal and is needed by Pioneer land owners for irrigation of lands within Pioneer's boundaries. Franklin agrees to provide Pioneer written notice prior to filing an application to lease Franklin water that has been historically diverted into the Highline Canal. Franklin agrees not to file a lease application if, within thirty (30) days after delivery of Franklin's notice, Pioneer delivers a written response to Franklin that Pioneer needs and intends to use the water diverted into the Highline Canal under Franklin's water

rights upon lands within Pioneer's boundaries. If Pioneer has sufficient water rights that can be diverted through the Highline Canal to meet the needs of its landowners who receive water from the canal, then Franklin may lease its water rights to the Water Supply Bank. Pioneer agrees that it will not utilize the water diverted under Franklin's water rights to enable it to lease Pioneer's water rights to the Water Supply Bank.

5. Franklin agrees that Pioneer shall not be charged for use of water diverted into the Highline Canal under Franklin's water rights.
6. Pioneer agrees that Franklin owns its water rights as recommended in the Snake River Basin Adjudication District Court.
7. Pioneer agrees to convey water diverted under Franklin's water rights into the Highline Canal, at no cost to Franklin, to delivery headgates on the Highline Canal for use on lands owned by Franklin shareholders. Franklin's water rights shall be the first rights to be diverted and delivered through the Highline Canal. Pioneer's water rights may be diverted into the Highline Canal when and to the extent that the capacity of the canal is not required to deliver Franklin's water rights. Pioneer agrees to operate, maintain and repair the Highline Canal in order to deliver Franklin's water rights.
8. Franklin agrees that Pioneer has the right to install measuring devices at its own expense on Franklin delivery headgates on the Highline Canal, when Pioneer requires measuring devices of all deliveries from the Highline Canal.
9. Franklin agrees to provide Pioneer with accurate contact information, specifying the responsible party for each Franklin delivery headgate to allow Pioneer to notify those parties prior to chemical treatment of water in the Highline Canal.
10. Franklin and Pioneer agree to conduct a joint meeting of their Boards of Directors each year, on or about the first Thursday in March, at a mutually acceptable location. Mason Creek Ditch Company may also attend. The meeting is for the purpose of discussing any issues involving implementation of this Agreement and other issues of mutual concern.

11. This Agreement shall be enforced and construed under the laws of Idaho.

12. All notices permitted or required to be given under the terms of this Agreement shall be in writing and shall be deemed effective upon receipt if sent by first class mail, postage prepaid, and addressed to the respective party hereto as follows, or at such other address as a party designates in writing.

PIONEER IRRIGATION DISTRICT

Post Office Box 426
Caldwell, Idaho 83605

FRANKLIN DITCH COMPANY

8500 Joplin Road
Caldwell, Idaho 83606

13. This Agreement shall be recorded at the Canyon County Recorder's Office.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date first set forth above.

PIONEER IRRIGATION DISTRICT

By: Alan Neubill

President of its Board of Directors

Attest:

Dawn C. Fowler
_____, Secretary

FRANKLIN DITCH COMPANY

By: Helen L. Larson

President of its Board of Directors

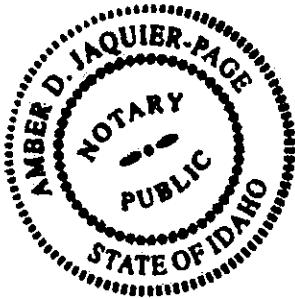
Attest:

Dale Jensen van Buren
_____, Secretary

STATE OF IDAHO)
) ss.
County of Canyon)

On this 14th day of December, 2010, before me, the undersigned Notary Public in and for the said State, personally appeared Helen J. Larson, known or identified to me to be the President of **FRANKLIN DITCH COMPANY**, the person who executed the instrument on behalf of **FRANKLIN DITCH COMPANY**, and acknowledged to me that **FRANKLIN DITCH COMPANY** executed the same.

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

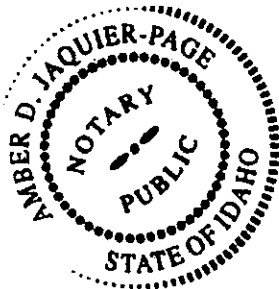


Amber D. Jaquier-Page
NOTARY PUBLIC FOR IDAHO
Residing at 4 Middleton
My commission expires 9/26/12

STATE OF IDAHO)
) ss.
County of Canyon)

On this 14th day of December, 2010, before me, the undersigned Notary Public in and for the said State, personally appeared Dale Jansen Van Beek, known or identified to me to be the Secretary of **FRANKLIN DITCH COMPANY**, the person who executed the instrument on behalf of **FRANKLIN DITCH COMPANY**, and acknowledged to me that **FRANKLIN DITCH COMPANY** executed the same.

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

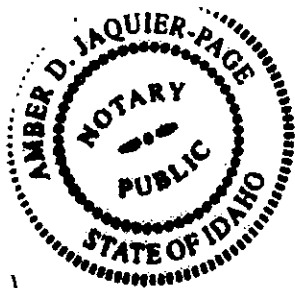


Amber D. Jaquier-Page
NOTARY PUBLIC FOR IDAHO
Residing at 4 Middleton
My commission expires 9/26/12

STATE OF IDAHO)
) ss.
County of Canyon)

On this 14th day of December, 2010, before me, the undersigned Notary Public in and for the said State, personally appeared Alan Newsitt, known or identified to me to be the President of **PIONEER IRRIGATION DISTRICT**, the person who executed the instrument on behalf of **PIONEER IRRIGATION DISTRICT**, and acknowledged to me that **PIONEER IRRIGATION DISTRICT** executed the same.

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

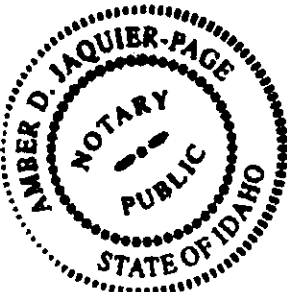


Amber D. Jaquier-Page
NOTARY PUBLIC FOR IDAHO
Residing at 4 Middleton
My commission expires 9/26/12

STATE OF IDAHO)
) ss.
County of Canyon)

On this 14th day of December, 2010, before me, the undersigned Notary Public in and for the said State, personally appeared Dawn C. Fowler, known or identified to me to be the Secretary of **PIONEER IRRIGATION DISTRICT**, the person who executed the instrument on behalf of **PIONEER IRRIGATION DISTRICT**, and acknowledged to me that **PIONEER IRRIGATION DISTRICT** executed the same.

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



Amber D. Jaquier-Page
NOTARY PUBLIC FOR IDAHO
Residing at 4 Middleton
My commission expires 9/26/12

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 irriga-
tion 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
hereinafter mentioned.

RECORDED

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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 Beck 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

MICROFILMED

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 expense 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

MICROFILMED

4

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 } as

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

MICROFILMED

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. O. Wallace, Secretary of the Idaho & Oregon
Land Improvement Company, a corporation and whose names --
subscribed to the annexed instrument as parties thereto per-
sonally 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

B. S. Prickett.

ixed

Recorder

MICROFILMED

EXHIBIT B

TO THE AFFIDAVIT OF ALAN NEWBILL

In Re SRBA Case No. 39576

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

2010057959

RECORDED

DEC 15 AM 11:39

WILLIAM H. HURST
CANYON CNTY RECORDER
Jone Brown

SETTLEMENT AGREEMENT

This Agreement (the "Agreement"), is entered into and made effective this 14th day of December, 2010, by and between **PIONEER IRRIGATION DISTRICT** ("Pioneer"), an irrigation district organized and existing under and by virtue of the laws of the State of Idaho, whose address is P.O. Box 426, Caldwell, Idaho, 83606, and **MASON CREEK DITCH COMPANY** ("Mason Creek"), an Idaho corporation, whose address is 1905 Mason, Caldwell, Idaho 83605.

Pioneer and Mason Creek agree to compromise, settle, and resolve the pending litigation in the Snake River Basin Adjudication in Subcase No. 63-00179C and 63-32580, based upon the following mutual promises, agreements, and understandings.

1. Pioneer agrees to file Notices of Withdrawal of Objections to Mason Creek's water right nos. 63-00179C and 63-32580 ("Mason Creek's water rights") in the Snake River Basin Adjudication District Court Case No. 39576 for Subcase Nos. 63-00179C and 63-32580 within ten (10) days of recording a fully executed version of Agreement. Pioneer agrees not to object to Mason Creek's new water right filing 63-33392, which is a waste water right from 5-Mile Creek Drain, provided this water right is recommended with a priority date not before 1922 and is noted with a wastewater remark by the Idaho Department of Water Resources.
2. Pioneer and Mason Creek agree that they will each pay their respective costs and attorney's fees and shall not seek recovery of those costs and fees in the identified subcases.
3. Mason Creek agrees that Pioneer owns and has exclusive authority and control over the operations, maintenance, repair, and improvement of the Highline Canal.
4. Mason Creek agrees that it will not lease to the Idaho Water Resources Board Water Supply Bank any portion of Mason Creek's water rights that have historically been diverted into the Highline Canal and is needed by Pioneer land owners for irrigation of lands within Pioneer's boundaries. Mason Creek agrees to provide Pioneer written notice prior to filing an application to lease Mason Creek water that has been historically diverted into the Highline Canal. Mason Creek agrees not to file a lease

RECORDED
TYPE B + A
FEE C
Pioneer Adjudication

application if, within thirty (30) days after delivery of Mason Creek's notice, Pioneer delivers a written response to Mason Creek that Pioneer needs and intends to use the water diverted into the Highline Canal under Mason Creek's water rights upon lands within Pioneer's boundaries. If Pioneer has sufficient water rights that can be diverted through the Highline Canal to meet the needs of its landowners who receive water from the canal, then Mason Creek may lease its water rights to the Water Supply Bank. Pioneer agrees that it will not utilize the water diverted under Mason Creek's water rights in the Highline Canal to enable it to lease Pioneer's water rights to the Water Supply Bank.

5. Mason Creek agrees that Pioneer shall not be charged for use of water diverted into the Highline Canal under Mason Creek water rights.
6. Pioneer agrees that Mason Creek owns its water rights as recommended in the Snake River Basin Adjudication District Court.
7. Pioneer agrees to convey water diverted under Mason Creek's water rights into the Highline Canal, at no cost to Mason Creek, to delivery headgates on the Highline Canal for use on lands owned by Mason Creek shareholders. Mason Creek's water rights have delivery priority over Pioneer's. Pioneer's water rights may be diverted into the Highline Canal when and to the extent that the capacity of the canal is not required to deliver Mason Creek's water rights. Pioneer agrees to operate, maintain and repair the Highline Canal in order to deliver Mason Creek's water rights.
8. Mason Creek agrees that Pioneer has the right to install measuring devices at its own expense on Mason Creek delivery headgates on the Highline Canal, when Pioneer requires measuring devices of all deliveries from the Highline Canal.
9. Mason Creek agrees to provide Pioneer with accurate contact information, specifying the responsible party for each Mason Creek delivery headgate to allow Pioneer to notify those parties prior to chemical treatment of water in the Highline Canal.
10. Mason Creek and Pioneer agree to conduct a joint meeting of their Boards of Directors each year, on or about the first Thursday in March, at a mutually acceptable location. Franklin Ditch Company may also

attend. The meeting is for the purpose of discussing any issues involving implementation of this Agreement and other issues of mutual concern.

11. This Agreement shall be enforced and construed under the laws of Idaho.
12. All notices permitted or required to be given under the terms of this Agreement shall be in writing and shall be deemed effective upon receipt if sent by first class mail, postage prepaid, and addressed to the respective party hereto as follows, or at such other address as a party designates in writing.

PIONEER IRRIGATION DISTRICT
Post Office Box 426
Caldwell, Idaho 83605

MASON CREEK DITCH COMPANY
1905 Mason
Caldwell, Idaho 83605

13. This Agreement shall be recorded at the Canyon County Recorder's Office.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date first set forth above.

PIONEER IRRIGATION DISTRICT

By: Alan Newbill

President of its Board of Directors

Attest:

Gaww C. Fowler
_____, Secretary

MASON CREEK DITCH COMPANY

By: John J. McEvoy

President of its Board of Directors

JOHN J McEVoy

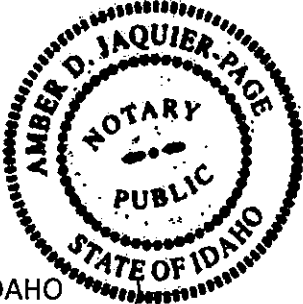
Attest:

Dick Becandri
_____, Secretary

STATE OF IDAHO)
) ss.
County of Canyon)

On this 14th day of December, 2010, before me, the undersigned Notary Public in and for the said State, personally appeared Alan Newbill, known or identified to me to be the President of **PIONEER IRRIGATION DISTRICT**, the person who executed the instrument on behalf of **PIONEER IRRIGATION DISTRICT**, and acknowledged to me that **PIONEER IRRIGATION DISTRICT** executed the same.

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

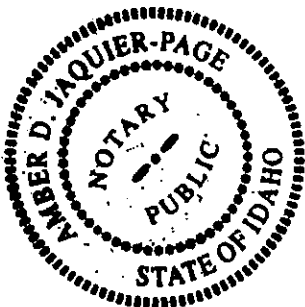


Amber D. Jaquier-Page
NOTARY PUBLIC FOR IDAHO
Residing at Middleton
My commission expires 9/26/12

STATE OF IDAHO)
) ss.
County of Canyon)

On this 14th day of December, 2010, before me, the undersigned Notary Public in and for the said State, personally appeared Dawn C. Fowler, known or identified to me to be the Secretary of **PIONEER IRRIGATION DISTRICT**, the person who executed the instrument on behalf of **PIONEER IRRIGATION DISTRICT**, and acknowledged to me that **PIONEER IRRIGATION DISTRICT** executed the same.

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

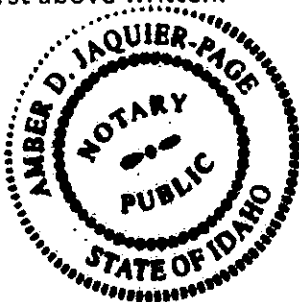


Amber D. Jaquier-Page
NOTARY PUBLIC FOR IDAHO
Residing at Middleton
My commission expires 9/26/12

STATE OF IDAHO)
) ss.
County of Canyon)

On this 14th day of December, 2010, before me, the undersigned Notary Public in and for the said State, personally appeared John S. McCray, known or identified to me to be the President of **MASON CREEK DITCH COMPANY**, the person who executed the instrument on behalf of **MASON CREEK DITCH COMPANY**, and acknowledged to me that **MASON CREEK DITCH COMPANY** executed the same.

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

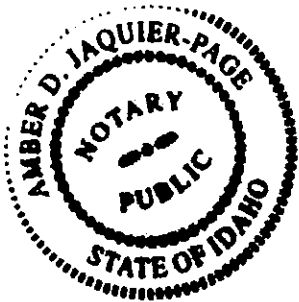


Amber D. Jaquier-Page
NOTARY PUBLIC FOR IDAHO
Residing at Middleton
My commission expires 9/26/12

STATE OF IDAHO)
) ss.
County of Canyon)

On this 14th day of December, 2010, before me, the undersigned Notary Public in and for the said State, personally appeared Dick Bicandi, known or identified to me to be the Secretary of **MASON CREEK DITCH COMPANY**, the person who executed the instrument on behalf of **MASON CREEK DITCH COMPANY**, and acknowledged to me that **MASON CREEK DITCH COMPANY** executed the same.

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



Amber D. Jaquier-Page
NOTARY PUBLIC FOR IDAHO
Residing at Middleton
My commission expires 9/26/12