

RECEIVED

OCT 25 2016

Department of Water Resources
Eastern Region

CARRYING RIGHT AGREEMENT

This Agreement made and entered into this 6th day of April, 2016 by and between the PROGRESSIVE IRRIGATION DISTRICT, hereinafter referred to as "the District", and FARMERS FRIEND CANAL COMPANY, hereinafter referred to as "Farmers".

WITNESSETH:

Whereas, Farmers is an Idaho Corporation, which owns and operates a canal system in Jefferson and Bonneville Counties, Idaho, to carry up to Sixteen Point Nine Cubic Feet Per Second (16.9 cfs) of the river transfer as previously filed with Water District No. 1.

Whereas, the District is an irrigation district created and existing under and by virtue of the laws of the State of Idaho which owns and controls a system of canals for the District's operations, and

Whereas, Farmers deems it necessary and convenient to carry in the District's canal system up to 16.9 cfs of its water for certain periods in certain portions of the canal system of the District, and

Whereas, the District has, at this time, adequate additional capacity in its canal system to enable it to carry Farmer's water as requested;

Now, Therefore, for and in consideration of the mutual terms, covenants and conditions contained herein, the parties hereto do hereby agree, as follows:

1. TERM:

That the District shall carry up to 16.9 cfs of Farmers water in the District's canal system during the 2016 irrigation season on the terms and conditions contained herein.

2. PAYMENT:

That farmers shall pay the district \$2.00 per inch for 1030 inches of water.

3. CONTROL AND OPERATION:

The District will have the control and operation of the carrying of the 16.9 cfs. The district shall maintain Farmer headgates, which are located in the District's system for duration of this contract.

4. ADJUDICATION DELETION:

Farmer Friend agrees to drop the application filed with the Idaho Department of Water Resources to have 16.9 c.f.s. taken from the Eagle Rock Canal and returned to Farmers. The 16.9 c.f.s. will continue to be delivered to the Eagle Rock Canal.

(1.)

5. CARRYING ADDITIONAL WATER:

The District will agree to carry water for the attached list. (See attachment #1)
The District will not agree to carry any water for any Farmers shareholder without the mutual consent of both the District and Farmers on the expansion of Farmers ground.

6. TERMINATION:

This contract is for the year 2016 with an automatic renewal for succeeding years unless the District or Farmers wished to renegotiate this contract. Said renegotiation must require mutual agreement by both parties and take place prior to March 31st of any given year.

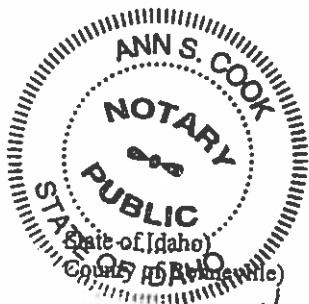
In Witness whereof, the parties hereto have hereunto set their hands the day and year first above written.

PROGRESSIVE IRRIGATION DISTRICT

Ray Suiter
Ray Suiter—Chairman

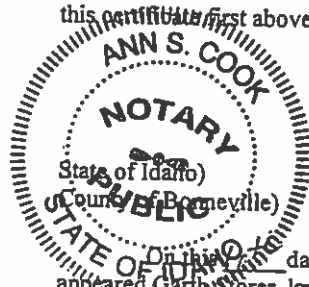
FARMERS FRIEND CANAL COMPANY

Garth Storer
Garth Storer—President



On this 6th day of April, 2016, before me, a Notary Public in and for said State, personally appeared Ray Suiter, known or identified to me to be chairman of the district that executed the instrument of the person who executed the instrument on behalf of said district, and acknowledged to me that such a district executed the same.

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



Ann S. Cook
Notary Public for Idaho
Residing at: Bonneville Co
Commission Expires: 8-6-16

On this 6th day of April, 2016, before me, a Notary Public in and for said State, personally appeared Garth Storer, known or identified to me to be the President of the corporation that executed the instrument or the person who executed the instrument on behalf of said district, and acknowledged to me that such a district executed the same.

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

Ann S. Cook
Notary Public for Idaho
Residing at: Bonneville Co
Commission Expires: 8-16-16

Farmers Friend Users 2016

WATER USER	ACRES	WATER	
RUSSELL SCHWENDIMAN	270	200	PUMP
MIKE FERGUSON	132	181.5	GATE
BART WEEKS	70	75	PUMP
BRAD FOSTER/JDB FARMS	70	76	PUMP
BOYD FOSTER/FOSTER CO.	46	75	PUMP
CRAIG BURTENSHAW	200	254.5	PUMP
KENT SPERRY	200	101.5	PUMP
JIM FISHER	30	33.5	GATE
BRUCE LOTT	105	25	MCGILL
LOIS TRACEY	40	8	MCGILL

1030

** Attachment # 1 mentioned in paragraph 5 of the carrying agreement with Farmers Friend 2016.

AS.
April 6 2016

BE. April 6, 2016