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APR 09 2015

Department of Water Resources
Eastern Region

Progressive Irrigation District

2585 N. Ammon Road
Idaho Falls, ID 83401-1949
(208) 522-3102/Fax 552-9618

Board of Directors: Tebbin Johnson, Murland Spaulding, and Ray Sutter

04/07/2015

Idaho Department of Water Resources
900 N Skyline Drive Suite A
Idaho Falls, Id 83402-1718

*Transfer
79912*

To Whom It May Concern:

This is in response to the application by Farmer's Friend Irrigation Co. LTD filed on March 16, 2015 for a change in point of diversion for 16.9 CFS.

We, as the board of directors of Progressive Irrigation District, object to the point of diversion proposed by Farmers Friend Irrigation Co. LTD.

We have a letter on file stating that the Farmers Friend Irrigation Co. would like to have the April 1992 contract remain in effect for the 2015 water year.


Tebbin Johnson, Chairman
Progressive Irrigation District

Enclosure

Cc Farmers Friend Irrigation Co.

*Receipt
#ED40878*

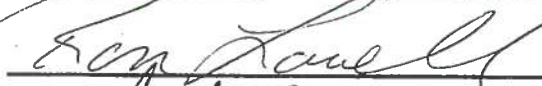
31 Mar 2015

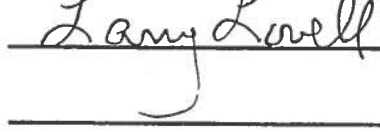
To Progressive Irrigation District

Farmers Friend Irrigation would like to continue our current carrying contract thru the 2015 irrigation season. We will plan on meeting with you to renegotiate this contract for the following 2016 season. We appreciate your willingness to work with us and look forward to working with you in the future. We hope to always be able to work together for the betterment of all our patrons.

Sincerely

Farmers Friend Irrigation

CARRYING RIGHT AGREEMENT

This Agreement, made and entered into this 9th day of April, 1992, 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 1992 irrigation season on the terms and conditions contained herein.

2. PAYMENT:

That Farmers shall pay the District Forty Percent (40%) of the District's assessment to the District's patrons for 1141.5 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 Farmers headgates which are located in the District's system for duration of this contract.

4. ADJUDICATION DELETION:

The District agrees to delete the 16.9 cfs of Farmers water from its application for adjudication of water rights filed with the Idaho Department of Water Resources.

5. CARRYING ADDITIONAL WATER:

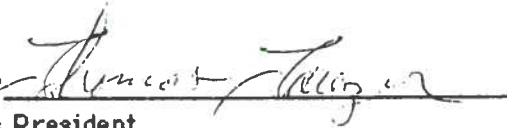
The District will not agree to carry any water for any Farmers shareholder without the mutual consent of both the District and Farmers on the expansion of Farmers ground.

6. TERMINATION:

This contract is for the year 1992 with an automatic renewal for succeeding years unless the District or Farmers wishes to renegotiate this contract. Said renegotiation must 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

BY 
Its President

FARMERS FRIEND IRRIGATION COMPANY,
LIMITED

BY Robert Barrie
Its President

STATE OF IDAHO)

COUNTY OF BONNEVILLE)

On this 14th day of April, 1992, before me, a Notary Public in and for said State, personally appeared Thomas Tawzer, known or identified to me to be the President of the district that executed the instrument or the person who executed the instrument on behalf of said district, and acknowledged to me that such 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.

Alan Sklar
Notary Public for Idaho
Residing at: Idaho Falls, ID
Commission Expires: 3/21/94

STATE OF IDAHO)

COUNTY OF BONNEVILLE)

On this 9 day of April, 1992, before me, a Notary Public in and for said State, personally appeared Robert Barrie, 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 corporation, and acknowledged to me that such corporation 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.

Shirley Lutz
Notary Public for Idaho
Residing at: Boise, Idaho
Commission Expires: May 1, 1998