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December 3, 2009

RECEIVED

DEC 04 2009

STATE OF IDAHO

Idaho Department of Water Resources
1341 Fillmore Street, Suite 200
Twin Falls, ID 83301-3380

ATTN: Mary

**RE: Goose Creek Flood – Southwest Irrigation – License Agreement
Our File No. 7042.090020**

Dear Mary:

Enclosed, for your information, is a copy of the signed License Agreement between Goose Creek Flood Control District and Southwest Irrigation District.

Should you have any questions, please contact me.

Very truly yours,

PARSONS, SMITH & STONE, LLP

Mailed without signature to avoid delay

William A. Parsons

WAP:sw
Enc.

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DEPT. OF WATER RESOURCES

LICENSE AGREEMENT

THE GOOSE CREEK FLOOD CONTROL DISTRICT #16, a body corporate and politic, located in Cassia County, Idaho, (hereinafter "GCFCD") and the SOUTHWEST IRRIGATION DISTRICT, of P.O. Box 910, Burley, Idaho 83318, (hereinafter "SWID"), hereby state and agree as follows:

1. SWID has requested from the GCFCD a license for SWID to discharge water in the right-of-way or flood channel owned and controlled by the GCFCD.

2. GCFCD hereby grants to SWID a temporary license to permit SWID to discharge water into GCFCD's flood channel right-of-way located at approximately 800 West, Cassia County coordinates.

3. This license may be revoked by GCFCD at any time at the discretion of GCFCD.

4. The license described above is subject to all terms, conditions and provisions shown herein.

a. No revisions or additions shall be made to the flood control channel or right-of-way or its appurtenances on the right-of-way without the written permission of GCFCD.

b. The licensee shall furnish all material, labor and equipment involved in the discharge of the water. This shall include all costs, materials, labor and any other resources required to maintain the integrity of the flood control channel or to repair the channel to the satisfaction of the Board of Commissioners of GCFCD.

c. GCFCD reserves the right to terminate this license at any time for any reason.

d. SWID shall be responsible for and shall provide all reasonably necessary safety precautions, signs, control devices, personnel or any other resource reasonably necessary to preserve safety during the discharge of water.

e. In accepting this license, the Licensee, its successors and assigns, agree to hold GCFCFCD harmless from any liability caused by the discharge of water or other activities of SWID or West Cassia LLC within the flood control district right-of-way.

f. If the work done under this license interferes in any way with the purposes of the flood control district, the Licensee shall wholly and at its own expense make such provision as the flood control district may direct to correct or eliminate the interference.

g. On completion of discharge of water herein contemplated, SWID shall remove all rubbish, debris, or any other unwanted substance from the flood control district right-of-way to the satisfaction of GCFCFCD.

h. GCFCFCD hereby reserves the right to order the change of location or the removal of any structures or facilities or equipment authorized by this license. The removal or change of location shall be made at the sole expense of the Licensee or its successors and assigns.

IN WITNESS WHEREOF the parties have executed this Agreement this 22 day of October, 2009.

GOOSE CREEK FLOOD CONTROL DISTRICT

By: Bob Beck
BOB BECK
Chairman, Board of Commissioners

SOUTHWEST IRRIGATION DISTRICT

By: James R. Yates
Its: CHAIRMAN