

PARSONS, SMITH & STONE, LLP

ATTORNEYS AT LAW

137 WEST 13TH STREET

P. O. BOX 910

BURLEY, IDAHO 83318

WILLIAM A. PARSONS

RICHARD K. SMITH

RANDOLPH C. STONE

LANCE A. LOVELAND

DAVID F. SHIRLEY

TELEPHONE
(208) 878-8382

FAX NO.
(208) 878-0146

pss@pmt.org

July 15, 2009

RECEIVED

JUL 16 2009

DEPT. OF WATER RESOURCES
SOUTHERN REGION

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

**RE: Structure Agreement for SWID Pumping Plant
Our File No. 19198.090020**

Dear Jana:

Enclosed, for your information, is a copy of the Structure Agreement for SWID Pumping Plant, along with some diagrams.

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.

cc: Brian Higgs w/enc.
Burley Irrigation District w/enc.

STRUCTURE AGREEMENT for SWID PUMPING PLANT

This agreement, made this 13th day of May, 2009 between Burley Irrigation District, a duly organized irrigation district under the laws of the State of Idaho, hereinafter called the "District", and Southwest Irrigation District, a duly organized irrigation district under the laws of the State of Idaho, hereinafter called the "SWID" (collectively hereinafter referred to as "Parties").

RECITALS

1. Whereas, the District, has pursuant to the Federal Reclamation Laws, particularly the act of August 30, 1890 (26 stat. 371), constructed certain project facilities in connection with the Minidoka Project, Idaho; and

2. Whereas, the project facility known as the End Waste Canal of the District, hereinafter called the "System", which is operated and maintained by the District, crosses property now owned by the District described as:

Part of SW4 NE4 (which is Lot 2) and part of the NW4 SE4 of Section 20, Township 10 South, Range 22 East of the Boise Meridian, in Cassia County, Idaho; and

3. Whereas, SWID desires to install a pumping plant on said property, and further seeks permission from the District to build a pumping plant to pump water from the Snake River.

COVENANTS

NOW THEREFORE, in consideration of the recitals, the mutual covenants, representations and warranties contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. STRUCTURE PERMISSION. The District hereby authorizes the proposed change of the System by allowing the installation of a Pumping Plant pursuant to the attached application and specifications submitted on behalf of SWID to the District and on file with the District, hereinafter called the "Change" shown on the attached exhibit "A."

2. COST OF STRUCTURE CONSTRUCTION. This Change of the portion of the system, including the construction and installation of the Pumping Plant shall be performed by SWID, at its sole cost and expense, and in a manner to ensure the delivery of water by the District and to spill waste water.

3. MAINTENANCE OF STRUCTURE. SWID covenants and agrees to properly protect and maintain said Change so long as said system is required by the District for the delivery of water to landowners within the District, or for the operation of the District's system, including the spill of waste water, at SWID's sole cost and expense. In the event

SWID fails to properly maintain and repair said Change when necessary for the delivery of water by the District and to spill waste water, it is understood and agreed that the District retains a perpetual right to enter onto the real estate now used for the system at anytime it may deem necessary, for any purpose, and to maintain and repair said Change for the purpose of conveying irrigation or waste water over, around, across, through, and under the pumping plant of SWID together with the right to excavate and refill ditches and trenches for the maintenance, repair or removal of such laterals and the further right to remove trees, bushes, undergrowth, and other obstructions interfering with the location, construction and maintenance of the waste canal and buried pipeline, including the right to remove said Change, by passing and replace said Change if necessary to ensure the delivery of water and to spill waste water in the condition it existed prior to entering into this agreement, by the District to the SWID, at the cost and expense of SWID.

4. LIABILITY FOR DAMAGES. SWID further covenants with the District that SWID, its successors or assigns, will pay for any damages done at any time hereafter to crops and or property as a result of the failure of the Change being installed by SWID, and to any trees, bushes, undergrowth, asphalt, concrete or other structures in the event it shall become necessary to go upon the District real property used by SWID for the purpose of repairing or maintaining the waste canal.

5. INDEMNIFICATION / HOLD HARMLESS. SWID shall indemnify and hold the District harmless from and against any and all loss and damage that shall be caused by the Change of system or of any wrongful or negligent act or omission of SWID or of its agents or employees in the construction, repair, maintain or removal of said Change.

SWID shall indemnify and hold District and United States harmless from and against any and all loss and damage that shall be caused by Burley Irrigation District or their agent to the Change.

IN WITNESS WHEREOF, the parties hereto have executed

Attest:

Randy Brown

Secretary

(SEAL)

Frank M. Dyck
SWID

BURLEY IRRIGATION DISTRICT

By:

Dean Edger
President

Attest:

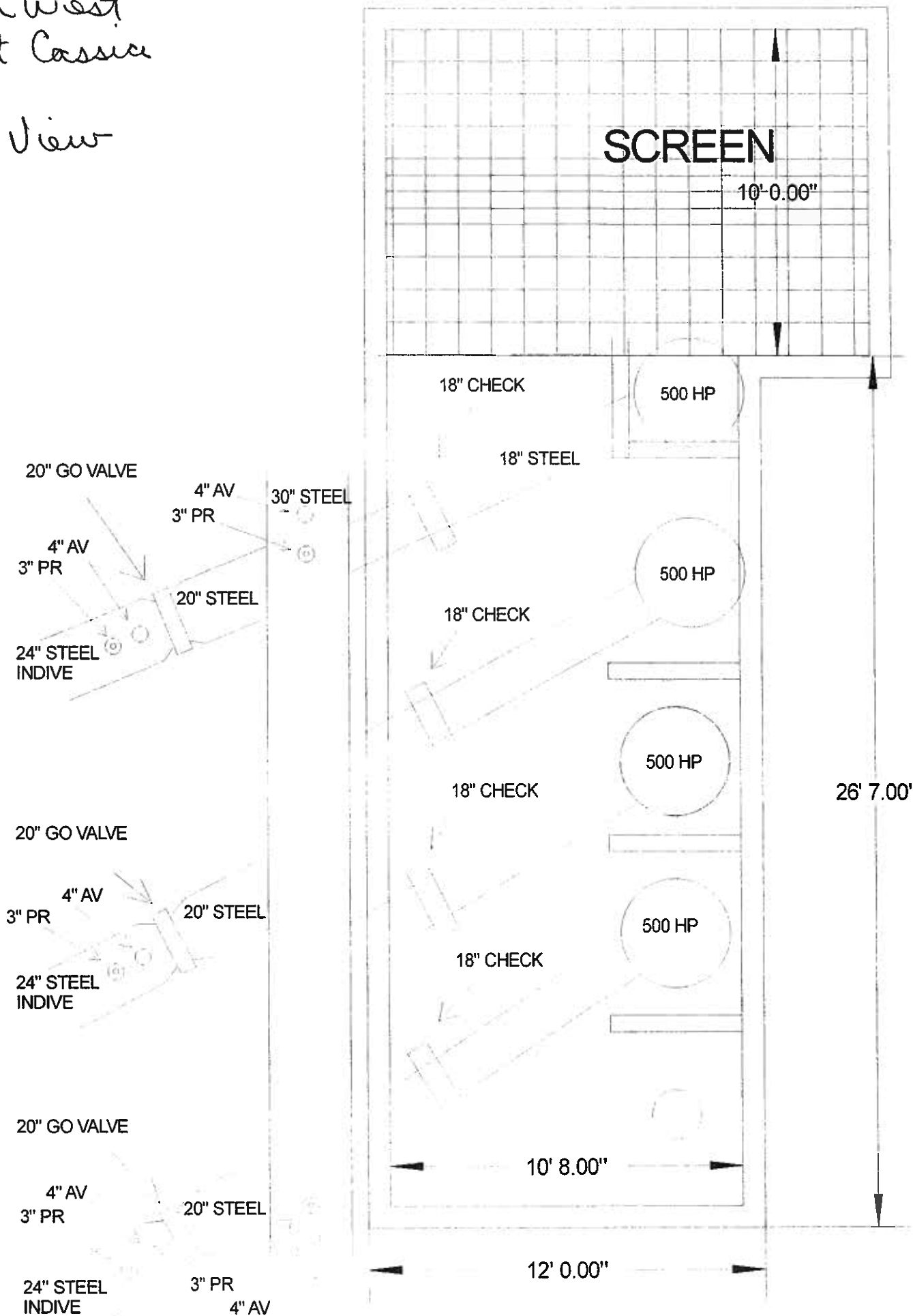
Linda M. Lerch

Secretary

(SEAL)

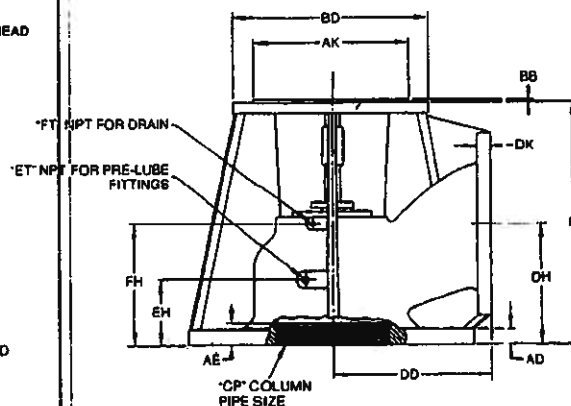
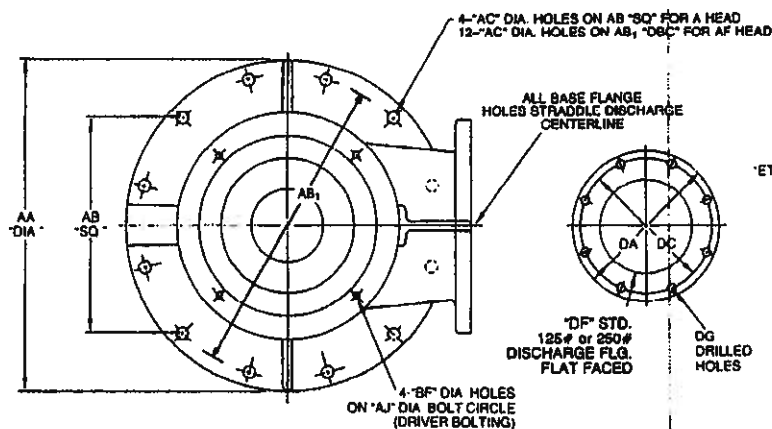
South West
West Cassie

Top View



V-9

DIMENSIONS TYPE A & AF DISCHARGE HEAD



HEAD	AA	AB*	AB ₁ *	AC	AD	AE	AJ	AK	BB	BD	BF	CP	DH	EH	ET	FH	FI	H
4 x 10	16	10 ¹ / ₁₆	14 ¹ / ₄	1	7 ¹ / ₈	1 ¹ / ₈	9 ¹ / ₈	8 ¹ / ₄	1 ¹ / ₈	10	7 ¹ / ₁₆	4	5 ¹ / ₈	4	3 ¹ / ₄	6 ¹ / ₈	1 ¹ / ₂	15 ¹ / ₈
6 x 12	18	11 ¹ / ₂	16 ¹ / ₄	7 ¹ / ₈	7 ¹ / ₈	1 ¹ / ₈	9 ¹ / ₈	8 ¹ / ₄	1 ¹ / ₈	12	7 ¹ / ₁₆	6	7 ¹ / ₈	4 ⁹ / ₁₆	3 ¹ / ₄	8	1 ¹ / ₂	17 ¹ / ₈
6 x 16 ¹ / ₂	19	12	17	1	1	1 ¹ / ₈	14 ³ / ₄	13 ¹ / ₂	1 ¹ / ₈	16 ¹ / ₂	1 ¹ / ₁₆	6	7 ¹ / ₈	6 ¹ / ₁₆	3 ¹ / ₄	9 ¹ / ₂	1 ¹ / ₂	20 ¹ / ₈
8 x 12	18 ³ / ₄	11 ³ / ₄	16 ⁵ / ₈	7 ¹ / ₈	1	1 ¹ / ₈	9 ¹ / ₈	8 ¹ / ₄	1 ¹ / ₈	12	7 ¹ / ₁₆	8	8 ³ / ₄	4 ¹ / ₄	3 ¹ / ₄	9 ³ / ₁₆	1 ¹ / ₂	17 ³ / ₈
8 x 16 ¹ / ₂	21	13 ¹ / ₄	18 ³ / ₄	1	1	1 ¹ / ₈	14 ³ / ₄	13 ¹ / ₂	1 ¹ / ₈	16 ¹ / ₂	1 ¹ / ₁₆	8	8 ³ / ₄	4 ¹ / ₄	3 ¹ / ₄	10 ¹ / ₄	1 ¹ / ₂	20 ⁷ / ₈
10 x 16 ¹ / ₂	25	16	22 ⁵ / ₈	1 ¹ / ₈	1 ³ / ₈	2 ¹ / ₈	14 ³ / ₄	13 ¹ / ₂	1 ¹ / ₈	16 ¹ / ₂	1 ¹ / ₁₆	10	10 ⁹ / ₁₆	5 ¹ / ₄	3 ¹ / ₄	10 ⁹ / ₁₆	1 ¹ / ₂	21 ¹ / ₂
12 x 20	29 ¹ / ₂	19	26 ⁷ / ₈	1 ¹ / ₈	1 ⁷ / ₁₆	2 ⁵ / ₈	14 ³ / ₄	13 ¹ / ₂	1 ¹ / ₈	20	1 ¹ / ₁₆	12	12 ¹ / ₈	6 ⁹ / ₁₆	3 ¹ / ₄	12 ¹ / ₁₆	1 ¹ / ₂	24 ¹ / ₄
14 x 20	29 ¹ / ₂	19	26 ⁷ / ₈	1 ¹ / ₈	1 ⁷ / ₁₆	2 ³ / ₄	14 ³ / ₄	13 ¹ / ₂	1 ¹ / ₈	20	1 ¹ / ₁₆	14	13	7	3 ¹ / ₄	13 ¹ / ₁₆	1 ¹ / ₂	26

NOTES:

All dimensions are in inches.

4 x 10 AF discharge head supplied with 8 holes in lieu of 12.

* AB "SQUARE" dimension for A heads. AB₁ DIAMETER BOLT CIRCLE for AF heads. AF discharge heads can be supplied with adaptor flanges for 150# ANSI drilling to allow type AF heads to fit up to 150# ANSI mounting flanges.

125# DISCHARGE

HEAD	DA	DC	DD	DF	DG	DK
4 x 10	9	7 ¹ / ₂	8 ⁵ / ₈	4	(8) 3 ¹ / ₄	1 ⁵ / ₁₆
6 x 12	11	9 ¹ / ₂	10 ¹ / ₄	6	(8) 7 ¹ / ₈	1
6 x 16 ¹ / ₂	11	9 ¹ / ₂	10 ¹ / ₄	6	8-7 ¹ / ₈	1
8 x 12	13 ¹ / ₂	11 ¹ / ₄	10 ¹ / ₂	8	8-7 ¹ / ₈	1 ¹ / ₈
8 x 16 ¹ / ₂	13 ¹ / ₂	11 ³ / ₄	11 ¹ / ₂	8	8-7 ¹ / ₈	1 ¹ / ₈
10 x 16 ¹ / ₂	16	14 ¹ / ₄	14	10	12-1	1 ³ / ₁₆
12 x 20	19	17	16 ¹ / ₂	12	12-1	1 ¹ / ₄
14 x 20	21	18 ³ / ₄	16 ¹ / ₂	14	12-1 ¹ / ₈	1 ³ / ₈

250# DISCHARGE

HEAD	DA	DC	DD	DF	DG	DK
4 x 10	10	7 ¹ / ₂	8 ¹⁵ / ₁₆	4	8-3 ¹ / ₄ -10NC①	1 ¹ / ₄
6 x 12	12 ¹ / ₂	10 ⁵ / ₈	10 ¹¹ / ₁₆	6	(12) 7 ¹ / ₈	1 ⁷ / ₁₆
8 x 16 ¹ / ₂	15	13	12	8	12-1	1 ¹ / ₈
10 x 16 ¹ / ₂	17 ¹ / ₂	15 ¹ / ₄	14 ¹¹ / ₁₆	10	16-1 ¹ / ₈	1 ¹ / ₈
12 x 20	20 ¹ / ₂	17 ³ / ₄	17 ¹ / ₄	12	16-1 ¹ / ₄	2
14 x 20	23	20 ¹ / ₄	17 ¹ / ₄	14	20-1 ¹ / ₄	2 ¹ / ₈

NOTES: All dimensions are in inches unless otherwise indicated.
① 4 x 10A with 250# discharge supplied with tapped holes.

ALL DIMENSIONS ARE APPROXIMATE AND ARE NOT TO BE USED FOR CONSTRUCTION PURPOSES

SCREEN

