

Moffatt Thomas

MOFFATT THOMAS BARRETT ROCK & FIELDS, CHTD.

RECEIVED

MAR 14 2008

WATER RESOURCES
WESTERN REGION

Boise
Idaho Falls
Pocatello
Twin Falls

US Bank Plaza Building
101 S Capitol Blvd 10th Fl
PO Box 829
Boise Idaho 83701 0829

March 12, 2008

208 345 2000
800 422 2889
208 385 5384 Fax
www.moffatt.com

Eugene C. Thomas	Michael E. Thomas	Jon A. Stenquist
John W. Barrett	Patricia M. Olsson	Tyler J. Henderson
R. B. Rock	Christine E. Nicholas	C. Edward Cather III
Richard C. Fields	Bradley J. Williams	Andrew J. Waldera
John S. Simko	Lee Radford	Tyler J. Anderson
John C. Ward	Michael O. Roe	Dylan B. Lawrence
D. James Manning	David S. Jensen	Benjamin C. Ritchie
David B. Lincoln	James L. Martin	Rebecca A. Rainey
Gary T. Dance	C. Clayton Gill	Nathan R. Starnes
Larry C. Hunter	Michael W. McGraham	Andrew J. Snook
Randall A. Peterman	David P. Gardner	
Mark S. Prusynski	Tara Martens	Robert E. Bakes, <i>of counsel</i>
Stephen R. Thomas	Julian E. Gabiola	
Glenna M. Christensen	Kimberly D. Evans Ross	Willis C. Moffatt, 1907-1980
Gerald T. Husch	Jason G. Murray	Kirk R. Helvie, 1956-2003
Scott L. Campbell	Mark C. Peterson	
Robert B. Burns	Paul D. McFarlane	

John Westra
Idaho Department of Water Resources
Western Regional Office
2735 Airport Way
Boise, ID 83705-5082

Re: Stipulation for Withdrawal of Protest
Water Right Application 65-23037 (Emmett School District #221)
MTBR&F File No. 18743.0012

Dear John:

I have enclosed an original, fully executed stipulation between the Emmett Irrigation District ("EID") and the Emmett School District, pursuant to which EID has agreed to withdraw its protest of the School District's water right application in the above-referenced matter. Therefore, please process the School District's application as an unprotested application. If you or other Department personnel require any additional information in order to proceed, please do not hesitate to contact me.

Thank you for your attention to this matter.

Very truly yours,



Dylan B. Lawrence

DBL/llw

Enclosure

cc: Sue Beitia
Bert Osborn
Mike Roe

RECEIVED

MAR 14 2008

WATER RESOURCES
WESTERN REGION

BEFORE THE DEPARTMENT OF WATER RESOURCES
OF THE STATE OF IDAHO

IN THE MATTER OF APPLICATION FOR PERMIT
NO. 65-23037 IN THE NAME OF SCHOOL
DISTRICT NO. 221

**STIPULATION FOR WITHDRAWAL OF
PROTEST**

The School District No. 221, also known as the Emmett School District (hereinafter, the "School District" or the "Applicant"), and the Emmett Irrigation District (hereinafter, "EID") hereby file this Stipulation for Withdrawal of Protest with the Idaho Department of Water Resources (hereinafter, the "Department" or "IDWR") pursuant to the Department's Rules of Procedure 204 (Withdrawal of Parties), 557 (Stipulations), and 612 (Consideration of Settlements).

WHEREAS, the School District filed an application for a new groundwater right with the Department on or about February 16, 2006;

WHEREAS, the purpose of such application is to obtain a source of irrigation water for the School District's Shadow Butte School property, which consists of approximately 14 acres of land in Gem County, Idaho (hereinafter, the "Property");

WHEREAS, the Department has designated such application as water right application 65-23037 (hereinafter, the "Application");

WHEREAS, EID filed a Notice of Protest with the Department to the School District's Application on or about June 15, 2006;

WHEREAS, EID has agreed to withdraw its protest of the Application in exchange for the School District's obtaining agreements from the owners of three adjacent properties confirming an easement for an existing water conveyance facility that serves the Property, and such other consideration as more fully described in this Stipulation; and

WHEREAS, the School District has obtained such easement agreements in the form approved by EID, specifically, that certain Easement Agreement with Duane Vickery recorded in Gem County as Instrument No. 264045 (Exhibit A hereto), that certain Easement Agreement with James E. and Kathy E. Hill recorded in Gem County as Instrument No. 264046 (Exhibit B), and that certain Easement Agreement with Michael S. Vickery recorded in Gem County as Instrument No. 264047 (Exhibit C hereto);

NOW, THEREFORE, the Applicant School District and Protestor EID, by and through their respective counsel of record, hereby stipulate and agree as follows:

1. EID acknowledges the form and sufficiency of the agreements attached hereto as Exhibits A, B, and C, and agrees that such agreements fully satisfy EID's request that the School District obtain such agreements in satisfaction of EID's protest of the Application.
2. The School District agrees to pay EID's annual assessments on the 14 acres associated with the Property, for so long as the School District owns said Property.
3. The School District agrees not to petition EID to exclude the Property from EID's district boundaries pursuant to Title 43, Chapter 11 of the Idaho Code.

4. EID acknowledges and agrees that this Stipulation fully satisfies its Protest of the Application. Therefore, EID hereby withdraws its protest against the Application and agrees it shall have no right later to reassert any protest to the Application, nor shall it attempt to do so.

5. EID agrees that upon approval of this Stipulation for Withdrawal of Protest by the Department, the Application should be processed in due course as a non-protested application.

6. The School District and EID agree that they shall each bear their respective costs and attorneys fees.

Dated: 2/14/08

By Sue Beitia
Sue Beitia
For School District No. 221

Dated: 2/26/08

By Dylan Lawrence
Dylan B. Lawrence
Attorney for School District No. 221

Dated: 3/4/08

By James L Standley
For Emmett Irrigation District

Dated: 3-10-08

By Bert Osborn
Bert Osborn
Attorney for Emmett Irrigation District

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 12th day of March, 2008, I caused a true and correct copy of the foregoing **STIPULATION FOR WITHDRAWAL OF PROTEST** to be served by the method indicated below, and addressed to the following:

Bert L. Osborn
ATTORNEY AT LAW
26 South 9th Street
Post Office Box 158
Payette, Idaho 83661-0158
Fax: (208) 642-4981

☒ U.S. Mail, Postage Prepaid
☐ Hand Delivered
☐ Overnight Mail
☐ Facsimile



Dylan B. Lawrence

EXHIBIT A

Instrument # 264045

EMMETT, GEM, IDAHO

2008-01-11 01:12:57 No. of Pages: 6

Recorded for : EMMETT SCHOOL DISTRICT

SHELLY GANNON

Fee: 18.00

Ex-Officio Recorder Deputy Judy Evans

Index to: EASEMENT

(Space Above For Recorder's Use)

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is made and entered into on the 4 day of January, 2008, by and between DUANE VICKERY, an individual whose address is 3900 W. Idaho Blvd, Emmett ID 83617 (hereinafter, "Vickery"), and the EMMETT SCHOOL DISTRICT a/k/a Independent School District #221, a school district organized and existing under and by virtue of the laws of the state of Idaho, whose address is 601 E. 3rd Street, Emmett, Idaho 83617 (hereinafter, the "District").

WHEREAS, Vickery owns that certain real property located at 3900 W Idaho Blvd, Emmett, Idaho, more particularly described in Attachment A hereto (hereinafter, the "Property");

WHEREAS, the District owns that certain real property located at 3900 W. Idaho Boulevard, Emmett, ID 83617, also known as Shadow Butte School, more particularly described in Attachment B hereto;

WHEREAS, the District has applied to the Idaho Department of Water Resources for a water right to irrigate the grounds of the Shadow Butte School with groundwater from a well on the school property;

WHEREAS, Emmett Irrigation District (hereinafter, "EID") has protested the District's water right application on the basis that EID has a sufficient supply of irrigation water available to deliver to the Shadow Butte School property;

WHEREAS, irrigation water has historically been delivered to the Shadow Butte School property via a concrete ditch currently located on the north boundary of the Property and other properties currently owned by Michael S. Vickery and James E. & Kathy E. Hill, all of whom continue to use the ditch to convey water to their respective properties;

WHEREAS, said ditch extends from the northeast corner of the Property for approximately 265 feet to the northwest corner of the Property;

WHEREAS, in order to satisfy EID's protest of the District's water right application, EID has requested that the District obtain easements for the conveyance of irrigation water through the existing concrete ditch, starting with the location where EID delivers water from its delivery facility into said ditch (known as the tail end of H2-3 Sub) and across the aforementioned properties to the Shadow Butte School property;

Exhibit A

WHEREAS, pursuant to EID's request, the District desires to obtain from Vickery an easement across the Property for the purpose of conveying irrigation water through the ditch as previously described;

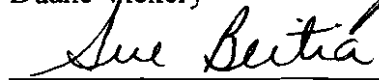
WHEREAS, Vickery desires to grant said easement across the Property to the District;

NOW, THEREFORE, in consideration of the mutual benefits to be received by Vickery and the District, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree with one another as follows:

1. Vickery grants to the District a permanent, non-exclusive easement across the Property for the existing concrete ditch and the conveyance of water through said ditch.
2. In the event the ditch becomes obstructed, the District shall have a reasonable right of access to the ditch and easement in order to remove such obstruction or otherwise ensure an adequate water supply. Notwithstanding this reasonable right of access, the parties recognize and agree that the District does not under any circumstances have an obligation to repair or maintain the ditch or easement, other than its potential obligation to reimburse Vickery for repair and maintenance costs as is more fully described below in Paragraph 3.
3. A party that incurs reasonable maintenance or repair costs for the ditch and easement shall be entitled to reimbursement from the other party for its proportionate share of said costs based upon irrigated acreage. Notwithstanding the above, the District shall be responsible for such maintenance and repair costs only if and when it is actually receiving and utilizing irrigation water from said ditch.
4. A party hereto whose negligence or other act or omission with respect to the ditch or easement causes property damage or personal injury to another shall hold the other party hereto harmless and shall indemnify such other party for any and all claims, liabilities, expenses, costs, and fees that arise from or are otherwise attributable to said act or omission.
5. This Easement Agreement shall be binding on all subsequent owners of the Property and the Shadow Butte School property and on all of the parties' respective successors and assigns. It shall be recorded upon execution in the office of the county recorder for Gem County.

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

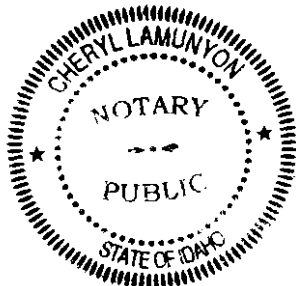

Duane Vickery


Emmett School District
By Sue Beitia, its Superintendent

STATE OF IDAHO)
) ss.
County of Jerome)

On this 4 day of January, 2008, before me Cheryl Lamunyon, personally appeared **DUANE VICKERY**, known or identified to me (or proved to me on the oath of _____), to be the person whose name is subscribed to the within instrument, and acknowledged to me that he 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.

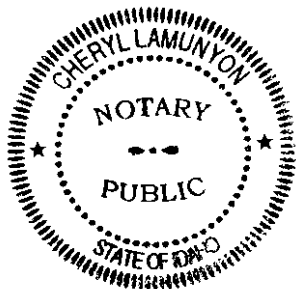


Cheryl Lamunyon
NOTARY PUBLIC FOR IDAHO
Residing at Ada County Meridian
My Commission Expires 12/02/2010 IO

STATE OF IDAHO)
) ss.
County of Jerome)

On this 8 day of January, 2008, before me Cheryl Lamunyon, personally appeared **SUE BEITIA**, known or identified to me (or proved to me on the oath of _____) to be the Superintendent of **EMMETT SCHOOL DISTRICT**, the school district that executed the instrument or the person who executed the instrument on behalf of said school district, and acknowledged to me that such school 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.



Cheryl Lamunyon
NOTARY PUBLIC FOR IDAHO
Residing at Meridian ID
My Commission Expires 12/02/2010

**Attachment A
to Easement Agreement between
Duane Vickery and Emmett School District**

Township 7 North, Range 2 West, B.M., Gem County, Idaho

Section 34: West 3/4 of SE $\frac{1}{4}$ SW $\frac{1}{4}$

EXCEPT the following tract of land:

From the Southwest corner of the SE $\frac{1}{4}$ SW $\frac{1}{4}$, Section 34,
Township 7 North, Range 2 West, B.M., Gem County,
Idaho; run thence

East on the $\frac{1}{4}$ section line 990 feet to the point of
beginning of the land being described herein;
thence

North parallel to the $\frac{1}{4}$ $\frac{1}{4}$ section line 322 feet; thence
West parallel to the $\frac{1}{4}$ $\frac{1}{4}$ section line 425 feet; thence
South parallel to the $\frac{1}{4}$ $\frac{1}{4}$ section line 322 feet; thence
East on the $\frac{1}{4}$ section line 425 feet to the point of be-
ginning.

**Attachment B
to Easement Agreement between
Duane Vickery and Emmett School District**

That portion of the Southwest 1/4 of the Southwest 1/4 of Section 34, Township 7 North, Range 2 West, Boise Meridian, Gem County, Idaho described as follows:

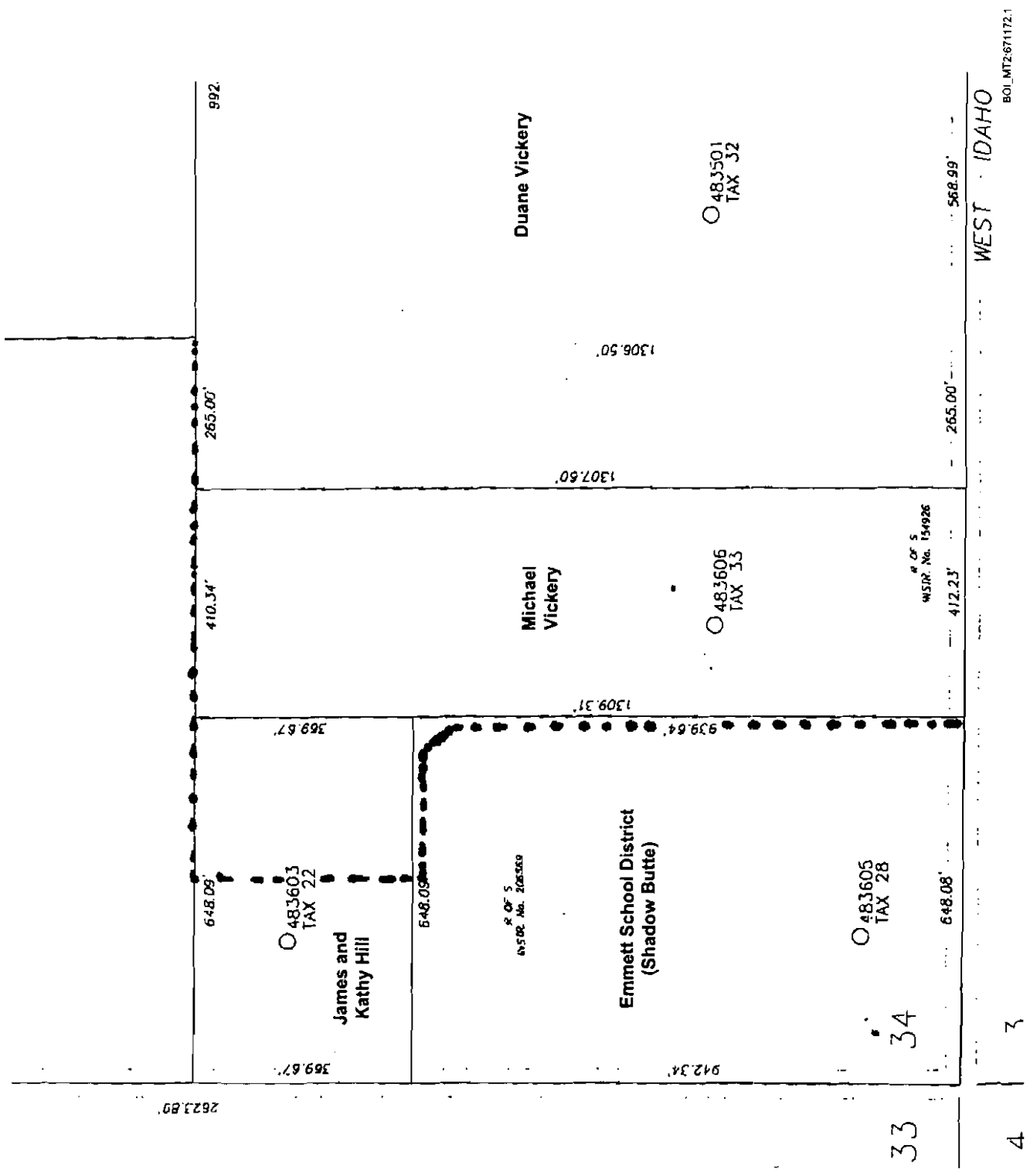
Beginning at the southwest corner of the Southwest 1/4 of the Southwest 1/4 of Section 34, Township 7 North, Range 2 West, Boise Meridian, Gem County, Idaho marked by a 5/8" iron pin with aluminum cap;

Thence North $00^{\circ}27'50''$ West, 942.34 feet, along the west line of said southwest 1/4 of the Southwest 1/4;

Thence North $89^{\circ}44'23''$ East, 648.09 feet, parallel to the north line of said Southwest 1/4 of the Southwest 1/4 to a set 5/8" iron pin with plastic cap PLS 6552;

Thence South $00^{\circ}27'50''$ East, 939.64 feet, parallel to said west line of the Southwest 1/4 of the Southwest 1/4, to a point on the south line of said Southwest 1/4 of the southwest 1/4;

Thence South $89^{\circ}30'03''$ West, 648.08 feet, along said south line, to the point of **Beginning**.



BOI_MT2-671172.1

EXHIBIT B

Instrument # 264046

EMMETT, GEM, IDAHO

2008-01-11 01:14:56 No. of Pages: 7

Recorded for : EMMETT SCHOOL DISTRICT

SHELLY GANNON

Fee: 21.00

Ex-Officio Recorder Deputy

index to: EASEMENT

(Space Above For Recorder's Use)

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is made and entered into on the 7th day of January, 2007, by and between **JAMES E. AND KATHY E. HILL**, a married couple whose address is 2370 Mesa Ave, Emmett, ID 83617 (hereinafter, "Hill"), and the **EMMETT SCHOOL DISTRICT** a/k/a Independent School District #221, a school district organized and existing under and by virtue of the laws of the state of Idaho, whose address is 601 E. 3rd Street, Emmett, Idaho 83617 (hereinafter, the "District").

WHEREAS, Hill owns that certain real property located at 2370 Mesa Ave., Emmett, Idaho, more particularly described in Attachment A hereto (hereinafter, the "Property");

WHEREAS, the District owns that certain real property located at 3900 W. Idaho Boulevard, Emmett, ID 83617, also known as Shadow Butte School, more particularly described in Attachment B hereto;

WHEREAS, the District has applied to the Idaho Department of Water Resources for a water right to irrigate the grounds of the Shadow Butte School with groundwater from a well on the school property;

WHEREAS, Emmett Irrigation District (hereinafter, "EID") has protested the District's water right application on the basis that EID has a sufficient supply of irrigation water available to deliver to the Shadow Butte School property;

WHEREAS, irrigation water has historically been delivered to the Shadow Butte School property via a concrete ditch currently located on the north boundary of the Property and other properties currently owned by Duane Vickery and Michael S. Vickery, all of whom continue to use the ditch to convey water to their respective properties;

WHEREAS, an overflow/waste water pipeline is buried on the Property, running south from a point on the concrete ditch across the Property to a point on the north boundary of the Shadow Butte School property;

WHEREAS, in order to satisfy EID's protest of the District's water right application, EID has requested that the District obtain easements for the conveyance of irrigation water through the existing concrete ditch and buried pipe, starting with the location where EID delivers water from its delivery facility into said ditch (known as the tail end of H2-3 Sub) and across the aforementioned properties to the Shadow Butte School property;

Exhibit B

WHEREAS, pursuant to EID's request, the District desires to obtain from Hill an easement across the Property for the purpose of conveying irrigation water through the ditch and buried pipe as previously described;

WHEREAS, Hill desires to grant said easement across the Property to the District;

NOW, THEREFORE, in consideration of the mutual benefits to be received by Hill and the District, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree with one another as follows:

1. Hill grants to the District a permanent, non-exclusive easement across the Property for the existing concrete ditch and buried pipe and the conveyance of water through said ditch and pipe.
2. In the event the ditch or pipeline becomes obstructed, the District shall have a reasonable right of access to the ditch or pipeline in order to remove such obstruction or otherwise ensure an adequate water supply. Notwithstanding this reasonable right of access, the parties recognize and agree that the District does not under any circumstances have an obligation to repair or maintain the ditch or easement, other than its potential obligation to reimburse Hill for repair and maintenance costs as is more fully described below in Paragraph 3. In the event the District takes corrective action with respect to said pipeline, the District shall use reasonable efforts to return the Property to the same or a substantially similar condition as the Property existed prior to the commencement of such maintenance or repair.
3. A party that incurs reasonable maintenance or repair costs for the ditch, pipeline, or easement shall be entitled to reimbursement from the other party for its proportionate share of said costs based upon irrigated acreage. Notwithstanding the above, the District shall be responsible for such maintenance and repair costs only if and when it is actually receiving and utilizing irrigation water through said easement.
4. A party hereto whose negligence or other act or omission with respect to the ditch, pipeline, or easement causes property damage or personal injury to another shall hold the other party hereto harmless and shall indemnify such other party for any and all claims, liabilities, expenses, costs, and fees that arise from or are otherwise attributable to said act or omission.
5. This Easement Agreement shall be binding on all subsequent owners of the Property and the Shadow Butte School property and on all of the parties' respective successors and assigns. It shall be recorded upon execution in the office of the county recorder for Gem County.

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

James E. Hall

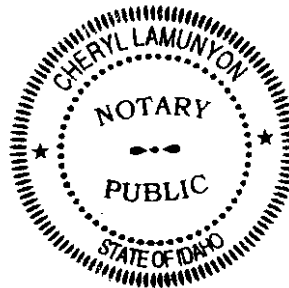
James E. Hill

Kathy E Hull

Kathy E Hill

See Beitia

Emmett School District
By Sue Beitia, its Superintendent

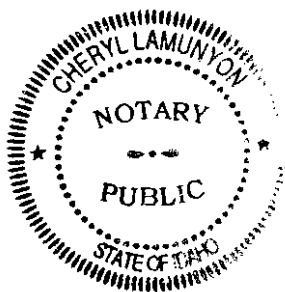


STATE OF IDAHO)
) ss.
County of Gem)

On this 17th day of January, 2008, before me Cheryl LaMunyon
personally appeared **JAMES E. HILL** and **KATHY E. HILL**, husband and wife, known or identified
to me (or proved to me on the oath of _____) to be the persons
whose names are subscribed to the within instrument, and acknowledged to me that they
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.

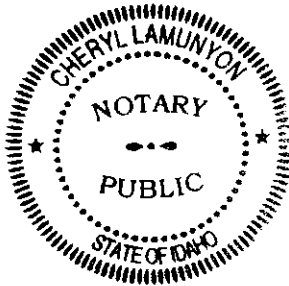
Cheryl Lampron
NOTARY PUBLIC FOR IDAHO
Residing at Meridian ID
My Commission Expires 2010



STATE OF IDAHO)
) ss.
County of Gem)

On this 8 day of January, 2008, before me Cheryl Lamunyon, personally appeared SUE BEITIA, known or identified to me (or proved to me on the oath of _____) to be the Superintendent of EMMETT SCHOOL DISTRICT, the school district that executed the instrument or the person who executed the instrument on behalf of said school district, and acknowledged to me that such school 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.



Cheryl Lamunyon
NOTARY PUBLIC FOR IDAHO
Residing at Meridian ID
My Commission Expires 12/02/2010

Attachment A
to Easement Agreement between
James E. and Kathy E. Hill and Emmett School District

THAT PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 7 NORTH, RANGE 2 WEST, BOISE MERIDIAN, GEM COUNTY, IDAHO, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 7 NORTH, RANGE 2 WEST, BOISE MERIDIAN, GEM COUNTY, IDAHO, MARKED BY A 5/8" IRON PIN; THENCE NORTH 89°44'23" EAST, 648.09 FEET, ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER TO A SET 1/2" IRON PIN WITH PLASTIC CAP PLS 6552; THENCE SOUTH 00°27'30" EAST, 369.67 FEET, PARALLEL TO THE WEST LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER, TO A SET 5/8" IRON PIN WITH PLASTIC CAP PLS 6552; THENCE SOUTH 89°44'23" WEST, 648.09 FEET, PARALLEL TO THE NORTH LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER, TO A POINT ON THE WEST LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER; THENCE NORTH 00°27'30" WEST, 369.67 FEET, ALONG SAID WEST LINE, TO THE REAL POINT OF BEGINNING.

Commonly known as: 2370 Mesa Avenue, Emmett, ID 83617

**Attachment B
to Easement Agreement between
James E. and Kathy E. Hill and Emmett School District**

That portion of the Southwest 1/4 of the Southwest 1/4 of Section 34, Township 7 North, Range 2 West, Boise Meridian, Gem County, Idaho described as follows:

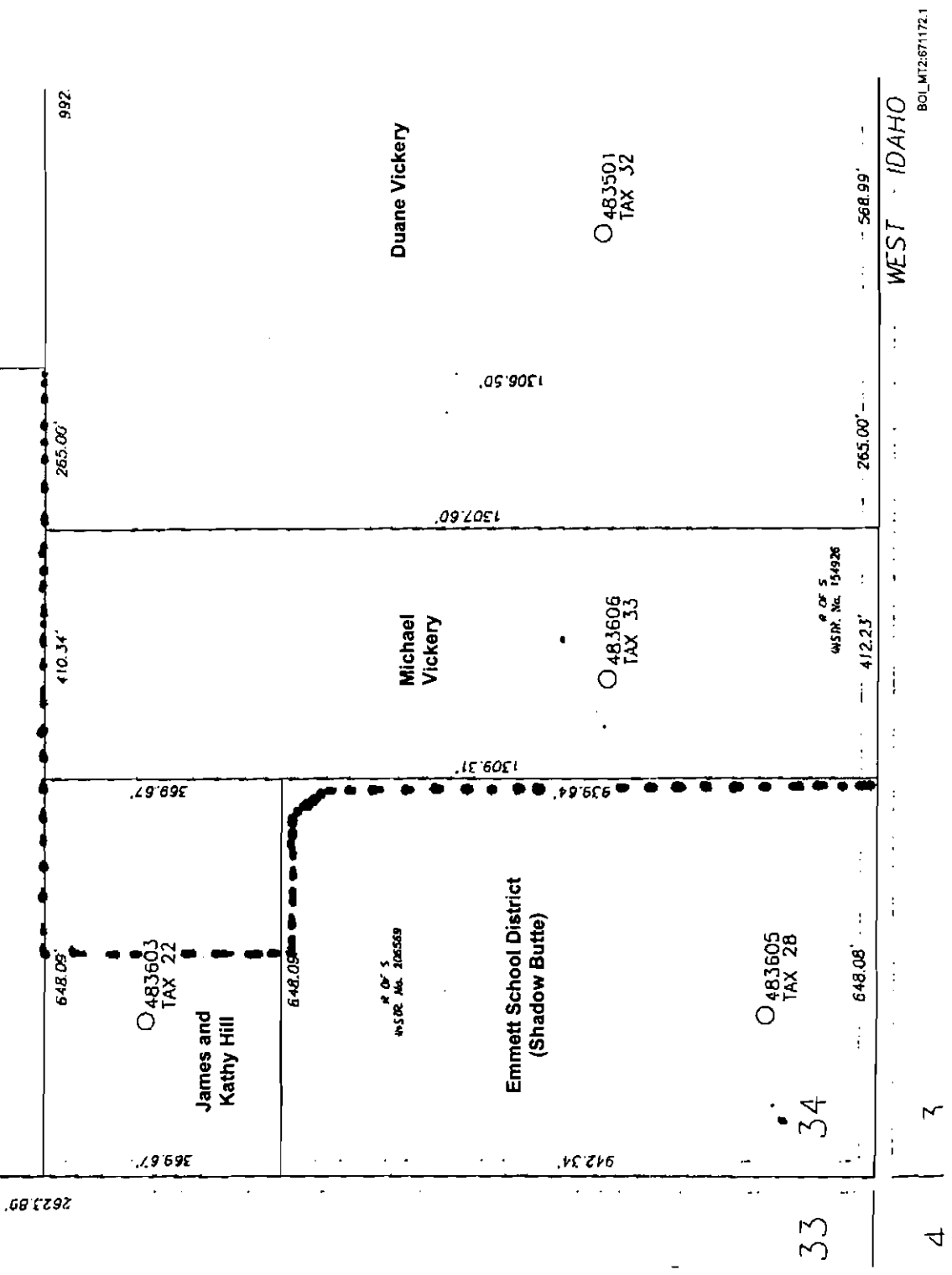
Beginning at the southwest corner of the Southwest 1/4 of the Southwest 1/4 of Section 34, Township 7 North, Range 2 West, Boise Meridian, Gem County, Idaho marked by a 5/8" iron pin with aluminum cap;

Thence North 00°27'50" West, 942.34 feet, along the west line of said southwest 1/4 of the Southwest 1/4;

Thence North 89°44'23" East, 648.09 feet, parallel to the north line of said Southwest 1/4 of the Southwest 1/4 to a set 5/8" iron pin with plastic cap PLS 6552;

Thence South 00°27'50" East, 939.64 feet, parallel to said west line of the Southwest 1/4 of the Southwest 1/4, to a point on the south line of said Southwest 1/4 of the southwest 1/4;

Thence South 89°30'03" West, 648.08 feet, along said south line, to the point of Beginning.



WEST IDAHO

BOI_MT2671172.1

EXHIBIT C

Instrument # 264047

EMMETT, GEM, IDAHO

2008-01-11 01:15:23 No. of Pages: 6

Recorded for : EMMETT SCHOOL DISTRICT

SHELLY GANNON

Ex-Officio Recorder Deputy

Index to: EASEMENT

Fee: 18.00

(Space Above For Recorder's Use)

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is made and entered into on the 24 day of December, 2007, by and between **MICHAEL S. VICKERY**, an individual whose address is 450 N. Hillsberg, Boise, ID 83703 (hereinafter, "Vickery"), and the **EMMETT SCHOOL DISTRICT** a/k/a Independent School District #221, a school district organized and existing under and by virtue of the laws of the state of Idaho, whose address is 601 E. 3rd Street, Emmett, Idaho 83617 (hereinafter, the "District").

WHEREAS, Vickery owns that certain real property located at 3810 W. Id. Blvd., Emmett, Idaho, more particularly described in Attachment A hereto (hereinafter, the "Property");

WHEREAS, the District owns that certain real property located at 3900 W. Idaho Boulevard, Emmett, ID 83617, also known as Shadow Butte School, more particularly described in Attachment B hereto;

WHEREAS, the District has applied to the Idaho Department of Water Resources for a water right to irrigate the grounds of the Shadow Butte School with groundwater from a well on the school property;

WHEREAS, Emmett Irrigation District (hereinafter, "EID") has protested the District's water right application on the basis that EID has a sufficient supply of irrigation water available to deliver to the Shadow Butte School property;

WHEREAS, irrigation water has historically been delivered to the Shadow Butte School property via a concrete ditch currently located on the north boundary of the Property and other properties currently owned by Duane Vickery and James E. & Kathy E. Hill, all of whom continue to use the ditch to convey water to their respective properties;

WHEREAS, said ditch extends from the northeast corner of the Property for approximately 410.34 feet to the northwest corner of the Property;

WHEREAS, in order to satisfy EID's protest of the District's water right application, EID has requested that the District obtain easements for the conveyance of irrigation water through the existing concrete ditch, starting with the location where EID delivers water from its delivery facility into said ditch (known as the tail end of H2-3 Sub) and across the aforementioned properties to the Shadow Butte School property;

Exhibit C

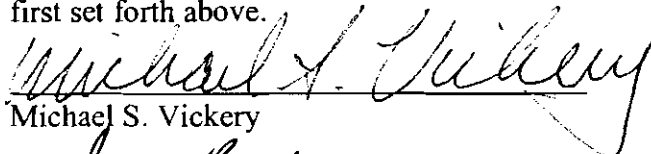
WHEREAS, pursuant to EID's request, the District desires to obtain from Vickery an easement across the Property for the purpose of conveying irrigation water through the ditch as previously described;

WHEREAS, Vickery desires to grant said easement across the Property to the District;

NOW, THEREFORE, in consideration of the mutual benefits to be received by Vickery and the District, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree with one another as follows:

1. Vickery grants to the District a permanent, non-exclusive easement across the Property for the existing concrete ditch and the conveyance of water through said ditch.
2. In the event the ditch becomes obstructed, the District shall have a reasonable right of access to the ditch and easement in order to remove such obstruction or otherwise ensure an adequate water supply. Notwithstanding this reasonable right of access, the parties recognize and agree that the District does not under any circumstances have an obligation to repair or maintain the ditch or easement, other than its potential obligation to reimburse Vickery for repair and maintenance costs as is more fully described below in Paragraph 3.
3. A party that incurs reasonable maintenance or repair costs for the ditch and easement shall be entitled to reimbursement from the other party for its proportionate share of said costs based upon irrigated acreage. Notwithstanding the above, the District shall be responsible for such maintenance and repair costs only if and when it is actually receiving and utilizing irrigation water from said ditch.
4. A party hereto whose negligence or other act or omission with respect to the ditch or easement causes property damage or personal injury to another shall hold the other party hereto harmless and shall indemnify such other party for any and all claims, liabilities, expenses, costs, and fees that arise from or are otherwise attributable to said act or omission.
5. This Easement Agreement shall be binding on all subsequent owners of the Property and the Shadow Butte School property and on all of the parties' respective successors and assigns. It shall be recorded upon execution in the office of the county recorder for Gem County.

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

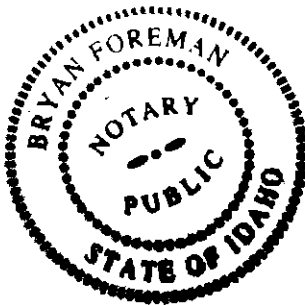

Michael S. Vickery


Emmett School District
By Sue Beitia, its Superintendent

STATE OF IDAHO)
) ss.
County of Adz)

On this 24 day of Dec., 2007, before me Bryan Foreman,
personally appeared **MICHAEL S. VICKERY**, known or identified to me (or proved to me on the
oath of _____), to be the person whose name is subscribed to the
within instrument, and acknowledged to me that he 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.

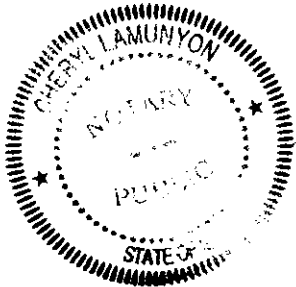


Bryan Foreman
NOTARY PUBLIC FOR IDAHO
Residing at Boise, Idaho
My Commission Expires 10/01/2010

STATE OF IDAHO)
) ss.
County of Gem)

On this 8 day of January, 2008, before me Cheryl Lamunyon
personally appeared **SUE BEITIA**, known or identified to me (or proved to me on the oath of
_____) to be the Superintendent of **EMMETT SCHOOL DISTRICT**,
the school district that executed the instrument or the person who executed the instrument on
behalf of said school district, and acknowledged to me that such school 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.



Cheryl Lamunyon
NOTARY PUBLIC FOR IDAHO
Residing at Meridian ID
My Commission Expires 12/02/2010

**Attachment A
to Easement Agreement between
Michael S. Vickery and Emmett School District**

A portion of the Southwest $\frac{1}{4}$ of the of the Southwest $\frac{1}{4}$ of Section 34, Township 7 North, Range 2 West, Boise Meridian, Gem County, Idaho described as:

Beginning at the Southwest corner of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 34, Township 7 North, Range 2 West, B.M.; thence
North $89^{\circ}30'03''$ East, 648.08 feet, along the south line of said SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ to the POINT OF BEGINNING; thence
North $00^{\circ}27'50''$ West, 1309.31 feet, parallel with the west line of said SW $\frac{1}{4}$ of the SW $\frac{1}{4}$, to a point on the north line of said SW $\frac{1}{4}$ of the SW $\frac{1}{4}$; thence
North $89^{\circ}44'23''$ East, 410.34 feet, along said north line; thence
South $00^{\circ}32'49''$ East, 1307.60 feet, parallel with the east line of said SW $\frac{1}{4}$ of the SW $\frac{1}{4}$, to a point on the south line of said SW $\frac{1}{4}$ of the SW $\frac{1}{4}$; thence
South $89^{\circ}30'03''$ West, 412.23 feet, along said line to the POINT OF BEGINNING.

**Attachment B
to Easement Agreement between
Michael S. Vickery and Emmett School District**

That portion of the Southwest 1/4 of the Southwest 1/4 of Section 34, Township 7 North, Range 2 West, Boise Meridian, Gem County, Idaho described as follows:

Beginning at the southwest corner of the Southwest 1/4 of the Southwest 1/4 of Section 34, Township 7 North, Range 2 West, Boise Meridian, Gem County, Idaho marked by a 5/8" iron pin with aluminum cap;

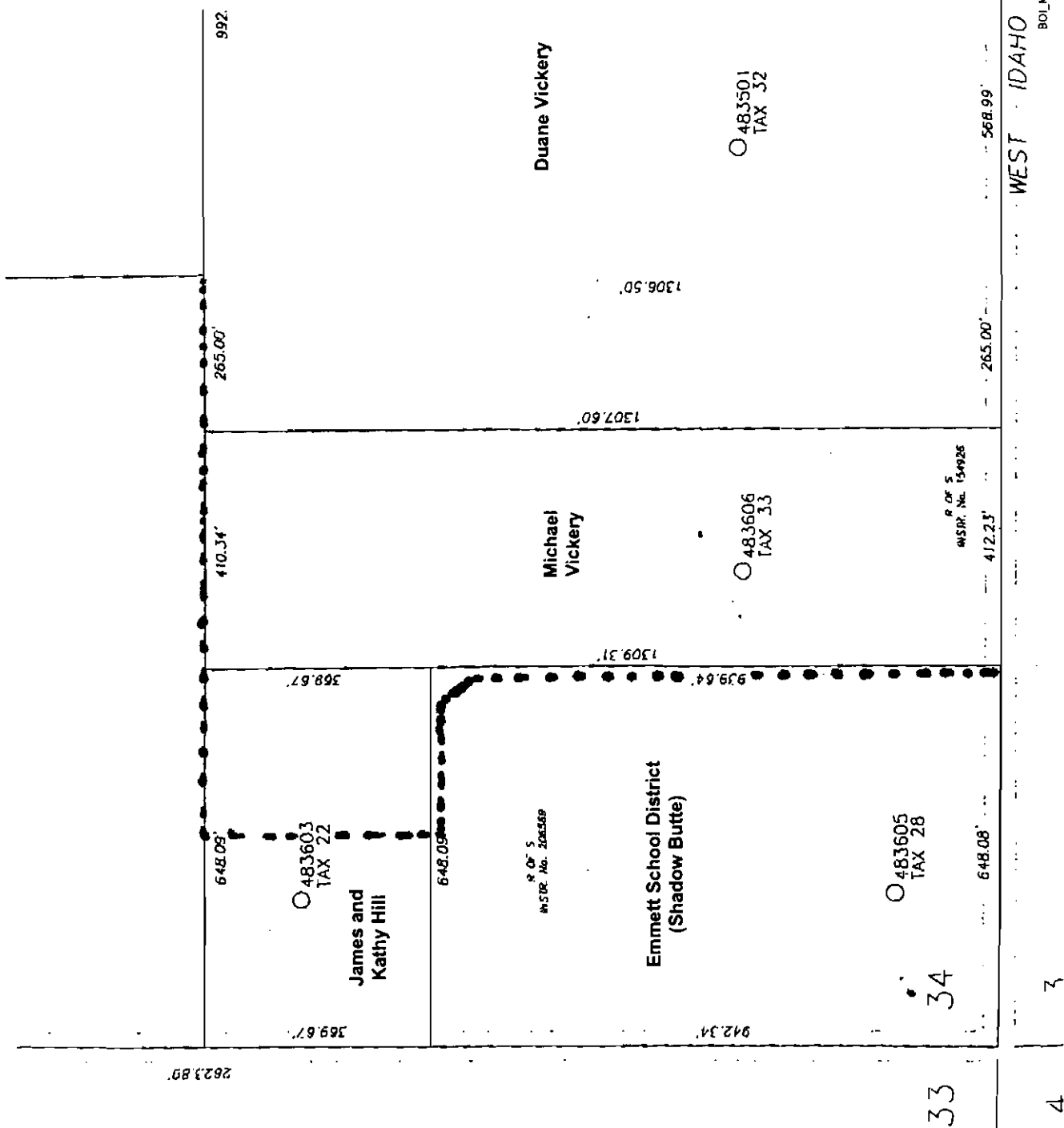
Thence North 00°27'50" West, 942.34 feet, along the west line of said southwest 1/4 of the Southwest 1/4;

Thence North 89°44'23" East, 648.09 feet, parallel to the north line of said Southwest 1/4 of the Southwest 1/4 to a set 5/8" iron pin with plastic cap PLS 6552;

Thence South 00°27'50" East, 939.64 feet, parallel to said west line of the Southwest 1/4 of the Southwest 1/4, to a point on the south line of said Southwest 1/4 of the southwest 1/4;

Thence South 89°30'03" West, 648.08 feet, along said south line, to the point of Beginning.

BOI_MT2671172.1



WEST IDAHO

33 34 3 4