

Law Offices
HOLDEN, KIDWELL, HAHN & CRAPO, P.L.L.C.

KENT W. FOSTER
ROBERT E. FARNAM
WILLIAM D. FALER
CHARLES A. HOMER
GARY L. MEIKLE
DONALD L. HARRIS
DALE W. STORER
MARIE T. TYLER
ROBERT M. FOLLETT
FREDERICK J. HAHN, III
KARL R. DECKER
THEL W. CASPER*
SHAN B. PERRY
AMELIA A. SHEETS
DeANNE CASPERSON**
ROBERT L. HARRIS

1000 RIVERWALK DRIVE, SUITE 200
P.O. BOX 50130
IDAHO FALLS, IDAHO 83405

TELEPHONE (208) 523-0620
FACSIMILE (208) 523-9518
E-MAIL KFOSTER@HOLDENLEGAL.COM

Arthur W. Holden
(1877-1967)
Robert B. Holden
(1911-1971)
Terry L. Crapo
(1939-1982)
William S. Holden
(1907-1988)

Of Counsel
Fred J. Hahn

*Also Licensed in Utah and Arizona

**Also Licensed in Missouri & Kansas

July 22, 2005

RECEIVED

JUL 25 2005

DEPARTMENT OF
WATER RESOURCES

COPY

W. Kent Fletcher
1200 Overland Ave.
PO Box 248
Burley, ID 83318

RE: Application for Transfer No. 71254 - Mickelsen Properties

Dear Kent:

After returning from the hearing in Arco, I had occasion to dig out the Cannon file to look for copies of some deeds Mr. Mickelsen had asked me to try find. In the process, I discovered a file labeled "Transport Agreements" which I had previously been unable to locate, but which contained copies of all of the "Water Pumping and Transport Agreement[s]" we had secured on behalf of Alan Cannon and Kurt Acor back in 1999.

They are as we had remembered them, and unless the District can find anything in addition or contrary thereto, perhaps we do not need the District to send copies of the Agreements we have previously requested. We are enclosing a full set with this letter. We were particularly pleased to find the ones for rights numbers 34-256 and 34-416. Originally, the amounts under those two were 1.472 cfs for 34-256 and 1.60 cfs for 34-416. They were amended to reflect the amounts after the split between Acors and Cannons to reflect the correct amounts of 0.972 cfs for Cannons' share of 34-256 (now renumbered 34-13659), and 1.0 cfs for Cannons' share of 34-416 (now renumbered 34-13661).

We have enclosed copies of the Agreements for the following: 34-2330B, 34-7077, 34-7120 (now 34-13842 for the Mickelsen portion of 1.2 cfs and 34-13841 for the Sorensen portion of 0.8 cfs), 34-12376, 34-256 (with Amended page 1) now 34-13659, 34-416 (with Amended page 1) now 34-13661, and 34-618.

W. Kent Fletcher
July 22, 2005
Page 2 of 2

We have sent a copy of this letter and the enclosures also to Mr. Gary Spackman, the hearing officer, with the request that he consider this newly discovered evidence in his deliberations. We assume you will be able to confirm that this evidence effectively addresses irrigation district protest.

We understand that the water which was being delivered to "the Crossover Ditch" by the irrigation district under the transport agreement for 34-618 was ordered shut off after the hearing on Tuesday, July 19th, even though it has been delivered for many years, all assessments have been paid, crops were planted this year in reliance upon its continued delivery, and it is the middle of the irrigation season. After our telephone conference the morning of the 21st, I received a telephone call from Bob Duke, the Water Master for Water District No. 34, who confirmed that the water would be turned back on and delivered as it had been by the irrigation district and requesting that we file an application for a temporary transfer under the drouth emergency rule. I believe that application was filed on the afternoon of the 21st. We will also be preparing and filing an application for a permanent change for 34-618 to include the 1,985 acres of land on Era Flat as a permissible place of use for that right to conform to the current practice and the transport agreement.

Yours very truly,



Kent W. Foster

Enclosures

c: ✓ Gary Spackman
Mark Mickelsen

WATER PUMPING AND TRANSPORT AGREEMENT

THIS AGREEMENT, made and entered into this 10th day of Dec., 1999, by and between Alan M. Lannon, Jr., hereinafter referred to as "Landowner" of Shelley, County of Bingham, State of Idaho and Big Lost River Irrigation District, an irrigation district duly organized under the laws of State of Idaho, hereinafter referred to as "District", with its principal office in Mackay, Custer County, State of Idaho.

WITNESSETH:

WHEREAS, Landowner is the owner of certain real property located outside the boundaries of the District, described as follows, to-wit:

TOWNSHIP	RANGE	SECTION	1/4 OF 1/4	LOT	USE	ACRES
----------	-------	---------	------------	-----	-----	-------

See Attached

Containing 2025 irrigable acres; and,

WHEREAS, landowner has certain groundwater/surface water rights appurtenant to the above-described real property, which rights are described as follows, to-wit:

License No: 34-02330B

Date of Priority: 6-1-1977

Rate of Diversion: 1.75 cfs

Point of Diversion: TCEN R26E

Sec 29 SE 1/4

Acres irrigable under said right: 2025

WHEREAS, Landowner desires the District to transport water diverted under the above-described right through an existing canal of District for use on the lands of Landowner above-described; and,

WHEREAS, the District is the owner of a canal known as the Moore canal, being a part of the facilities of the District used for the delivery of decreed flows of Big Lost River of Landowners and storage water of the District for the irrigation of lands within the District; and,

WHEREAS, the District has, from time to time additional capacity within said canal that could be used for the delivery of water to landowners outside of the District; and,

WHEREAS, Landowner desires the District to transport water diverted

under the above-described right into the District's Moore Canal to a point

described as follows, to-wit: NE 1/4 11 1/4 1/4 of Section 23, Township 2 North, Range 26 E.B.M., and 1/4 1/4 1/4 of Section , Township North, Range E.B. M., which point shall be known as the point of delivery by the District to Landowner of said transported water, for use by Landowner on the lands above-described.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties do hereby agree:

1. District will transport groundwater of the Landowner diverted into the District's canal in the SE 1/4 NW 1/4 SE 1/4 of Section 29, Township 5 North, Range 26 E.B.M., and 1/4 1/4 1/4 of Section , Township North, Range E.B. M., to the point of delivery from the District to Landowner, not-to-exceed the rate of diversion provided in Landowner's water right hereinabove described and actually diverted into the District's canal, less losses for seepage and evaporation as hereinafter provided, for the irrigation of Landowner's lands above described.

2. Landowner shall construct and maintain at their own expense, any additional ditches, structures, or other water conveyance facilities necessary for the conveyance of water from the District's canal to the Landowner's place of use that may be required for the delivery of said water from the District's canal to Landowner's place of use, and District assumes no responsibilities of whatsoever kind or nature for said water after it leaves the District's canal at the point of delivery above-described to Landowner. Landowner further hereby agrees to hold District harmless from all claims of whatsoever kind or nature arising from the transportation and use of said water by Landowner from the point of delivery from the District's canal.

3. The obligations of the District to transport water for Landowner under this agreement and the right of the Landowner to have water transported by the District under this agreement is subordinate to the obligations of the District to transport water within its distribution system for the irrigation of lands within the District and is conditioned upon there being sufficient additional capacity in the more Canal of the District over and above the capacity required for the delivery of water by the District to lands within the District. The determination of the availability of additional capacity in the District's more Canal shall be determined by the District, and its determination shall be binding upon the parties to this agreement. In the event it is determined by the District that there is not sufficient additional capacity in the District's canal for the transportation of water under this agreement, no further transportation of water under this agreement shall be made by the District until such time as it is determined by the District that there is sufficient capacity in said canal to transport water under this agreement. In the event the transportation of water is curtailed under this agreement for the reason that there is a lack of capacity in the canal of the District, this agreement may be terminated at the request of Landowner at the end of the irrigation season in which said lack of capacity occurs.

4. Landowner shall construct and maintain at his sole cost and expense, all pipelines, pumps, headgates, measuring devices or structures, and other structures or other improvements necessary to divert water into the District's canal and to redivert said water, less transportation losses, from the District's canal.

5. Landowner shall be required to provide and maintain adequate devices to measure and diversion of water into the District's more Canal and the volume of water to be diverted by the District from its more Canal to Landowner at all times during the term of this agreement. Under no condition shall Landowner be entitled to have diverted to him by the District from the District's canal under this agreement a quantity of water in excess of the quantity of water actually diverted into the said canal by Landowner under the terms hereof, less the transportation losses attributed to the transportation of said water by the District. No water may be diverted into the District's more Canal by Landowner or diverted from the District's more Canal by the District to the Landowner under this agreement without the Landowner first providing to the District twenty-four (24) hours notice in advance as to the intent of the Landowner to divert water into the District's canal under this agreement and the amount to be diverted therein by Landowner. Landowner shall also notify the District immediately upon discovering that the diversion by the Landowner of water into the District's canal has been terminated or reduced for whatsoever reason, whether or not under the control of Landowner. Landowner shall also notify the District twenty-four (24) hours in advance of any voluntary cessation of diversion into the District's canal by Landowner.

6. Water transportation for Landowner by the District under this agreement shall be limited to those periods of time in which the District is delivering water through its facilities for the irrigation of lands within the District.

7. For and in consideration of the transportation of Landowner's water by the District under the terms of this agreement, Landowner does hereby agree to pay to the District an annual fee, which will include the appropriate ditchrider fee and an operation and maintenance assessment equal to the operation and maintenance assessment of the District on Class one (1) lands within the District. The operation and maintenance portions shall be based upon an assessment of the benefit received. Charges will be set against all lands benefited hereby proportionately. Since all charges, including operation and maintenance are based on the number of irrigated acres, _____ shall notify the District of the number of acres that have been irrigated by you with said waters each year. On or before April 1 of each year, the District shall advise Landowner in writing as to the annual fee due for that year, which transportation fee must be paid by Landowner on or before the 1st of May of each year. Failure of the Landowner to pay the annual transportation fee under this agreement, when due, whether or not water is delivered or is to be delivered to the District by Landowner for transportation by the District, shall constitute a substantial breach of this agreement and the agreement may be terminated by the District, without further notice

to the Landowner. Any transportation fee not paid when due shall bear a penalty of two percent (2%) and interest at the rate of one percent (1%) per month from the due date until paid.

8. No water rights, transmission rights, or ditch rights in the facilities of the District shall accrue to Landowner by reason of this agreement, the rights of landowner being fully contained herein, and landowner does hereby waive any other claims he may have. It is further understood and agreed that nothing in this agreement shall constitute a dedication or assignment to Landowner by District of the District's facilities and the rights of the District therein.

9. It is fully understood and agreed by the parties hereto that under no circumstances of whatsoever kind or nature shall the District at any time agree to the transportation of storage water for use by the Landowner on lands that are not within the District.

10. Landowner covenants and agrees that the transportation loss in the transportation of Landowner's water under this agreement shall be the actual transportation loss at such times as the only water being transported in the District's meore Canal is the water of Landowner. In the event other water is being transported in the District's meore Canal at a time that water is being transported for Landowner by District under this agreement, the transportation loss in the transporting of Landowner's water shall be the actual transportation loss of water diverted in the District's meore Canal by Landowner. Transportation loss may be adjusted from time to time during the term of this agreement when it is determined by the district that the actual loss is greater or less than herein provided.

11. Landowner does hereby grant to the District the right of a designated employee of the District to go upon the real property of Landowner to be irrigated with the water transported under this Agreement, for the purposes of confirming the place of use of said water being transported under this agreement and the number of irrigable acres to which said water is or can be applied.

12. Any breach of any of the covenants or conditions contained herein shall constitute a material breach of this agreement and a default hereunder. Upon such default occurring, the non-defaulting party may terminate this agreement, upon giving the defaulting party ten (10) days written notice of said default.

13. This agreement shall be for term of twenty (20) years, beginning the ___ day of ___ 19___, and shall remain in full force and effect until the ___ day of ___ 1, 20___, unless terminated as herein provided.

14. Landowner agrees that no assignment or other transfer of this agreement may be made except for security purposes. In the event Landowner desires to assign this agreement to a lending institution as security for a farm loan, the District hereby agrees

to give its written consent upon ten (10) days written notice of said assignment. In the event Landowner desires to assign this agreement to a lending institution as security for a farm loan, the District hereby agrees to give its written consent upon ten (10) days written notice of said assignment. In the event said assignment is consented to by the District, Landowner agrees to continue to remain responsible and obligated under all of the terms, covenants and conditions of this agreement, and the assignee shall be bound by the terms hereof.

15. In the event District is required to file suit to collect the sums agreed to be paid by Landowner to District under this agreement, or to remedy any other breach of this agreement or to terminate this agreement, Landowner agrees to pay the District's costs and attorney fees incurred in said preceding.

16. This document constitutes the full agreement of the parties hereto, and no amendments or changes hereto may be made unless in writing and duly signed by each of the parties hereto.

17. Landowners agrees that all water transported shall be delivered pursuant to a water right appurtenant to the place of use and shall only be delivered to such places and in such amounts as authorized by water rights recognized by the State of Idaho Department of Water Resources.

IN WITNESS WHEREOF, the parties have hereto set their hands the day and year first above written.

BIG LOST RIVER IRRIGATION
DISTRICT

By: M. Todd Parker
Chairman of the Board

ATTEST:

[Signature]
Secretary

LANDOWNER

Alan M. Lannan Jr.
Kurt Alor

STATE OF IDAHO)
) ss.
County of _____)

On this _____ day of _____, 19____,
before me the undersigned Notary Public in and for said State, personally appeared
_____ and _____, known to me to be
the Chairman of the Board and Secretary of Big Lost River Irrigation District,
respectively, and acknowledged to me that they executed the same on behalf of said
irrigation district.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my
official seal, the day and year in this certificate first above written.

(SEAL)

Notary Public of Idaho
Residing at: _____
My Commission Expires: _____

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS

In Re SRBA)
Case No. 39576)
_____)

PARTIAL DECREE PURSUANT TO
I.R.C.P. 54(b) FOR

Water Right 34-023308

1999 FEB 19 PM 4:02
DISTRICT COURT-SRBA
TWIN FALLS CO, IDAHO
FILED _____

NAME AND ADDRESS: EVERETT T ACOR JR.
ROUTE 1 BOX 13
MOORE, ID 83255

SOURCE: GROUNDWATER

QUANTITY: 1.75 CFS

USE OF THIS RIGHT WITH THE RIGHTS LISTED BELOW IS LIMITED TO A
TOTAL COMBINED ANNUAL DIVERSION VOLUME OF 8087.5 AF IN A SINGLE
IRRIGATION SEASON. COMBINED RIGHT NOS. 34-12376, 34-02426C,
34-07080B, 34-07121A, 34-07121D, 34-07092, 34-07179, 34-07077,
AND 34-07120.

PRIORITY DATE: 06/01/1977

POINT OF DIVERSION: T05N R26E S29

SENNSE Within Butte County

PURPOSE AND
PERIOD OF USE:

PURPOSE OF USE
Irrigation

PERIOD OF USE
04-15 TO 10-15

QUANTITY
1.75 CFS

PLACE OF USE:

Irrigation
T03N R25E S12

Within Butte County

R26E S17

S18

T04N R25E S35

S36

2025.0 Acres Total

SENE 39.0
SWNE 40.0
SESE 36.0
NWNW 40.0
NWSW 32.0
SESW 32.0
NENW 40.0
SWNW 40.0
NWNW 39.0
NENE 11.0
NENW 37.0
NENE 35.0
NESW 17.0
SWNE 36.0
NENW 38.0
SWNW 37.0
NWSW 10.0
NWNE 40.0
SWNE 40.0
NESW 20.0
NESE 40.0
SWSE 40.0
SWNW 40.0
SENW 40.0
SWSW 40.0
NWSE 40.0
SESE 39.0
SENE 39.0
SWNE 40.0
NENE 38.0

NENE 39.0
SWSE 36.0
SENW 40.0
NESW 31.0
SWSW 31.0
NWNE 40.0
NESE 39.0
NWSE 40.0
SWNW 13.0
NWNE 25.0
SENW 5.0
SENW 40.0
NWSE 2.0
SENE 25.0
NWNW 26.0
NWNE 39.0
NENE 40.0
SENE 40.0
SESW 20.0
NWSE 40.0
SESE 40.0
NENW 40.0
NWSW 40.0
SESW 40.0
SWSE 40.0
NWNE 40.0
NWNW 40.0
NESW 40.0
NESE 39.0

USE OF THIS RIGHT WITH THE RIGHTS LISTED BELOW IS LIMITED TO
THE IRRIGATION OF A COMBINED TOTAL OF 2307 ACRES IN A SINGLE
IRRIGATION SEASON. COMBINED RIGHT NOS.: 34-12376, 34-02426C,

SRBA Partial Decree Pursuant to I.R.C.P. 54(b) (continued)

PLACE OF USE (continued)

34-070808, 34-07121A, 34-07121B, 34-07092, 34-07179, 34-07077,
34-07120, 34-00618, 34-00692C, 34-00256 AND 34-00416.

THIS RIGHT IS LIMITED TO THE IRRIGATION OF 122.5 ACRES WITHIN
THE PLACE OF USE DESCRIBED ABOVE IN A SINGLE IRRIGATION SEASON.

RULE 54(b) CERTIFICATE

With respect to the issues determined by the above judgment or order, it is hereby CERTIFIED, in accordance with Rule 54(b), I.R.C.P., that the court has determined that there is no just reason for delay of the entry of a final judgment and that the court has and does hereby direct that the above judgment or order shall be a final judgment upon which execution may issue and an appeal may be taken as provided by the Idaho Appellate Rules.

RECOMMENDATION

FEB 19 1999

Stacy L. Schuch
SPECIAL MASTER

Barry Wood
Administrative District Judge
Interim Presiding Judge of the
Snake River Basin Adjudication

WATER PUMPING AND TRANSPORT AGREEMENT

THIS AGREEMENT, made and entered into this 10 day of Dec., 1999, by and between ^{Alan M. Cannon, Jr.}~~Kurt P. Acor~~, hereinafter referred to as "Landowner" of Seely, County of Bingham, State of Idaho and Big Lost River Irrigation District, an irrigation district duly organized under the laws of State of Idaho, hereinafter referred to as "District", with its principal office in Mackay, Custer County, State of Idaho.

WITNESSETH:

WHEREAS, Landowner is the owner of certain real property located outside the boundaries of the District, described as follows, to-wit:

TOWNSHIP	RANGE	SECTION	1/4 OF 1/4	LOT	USE	ACRES
<u>See Attached</u>						

Containing 2025 irrigable acres; and,

WHEREAS, landowner has certain groundwater/surface water rights appurtenant to the above-described real property, which rights are described as follows, to-wit:

License No: 34-07077
Date of Priority: 9-05-1974
Rate of Diversion: \$1.00/cfs
Point of Diversion: TOWN R26E
SEC 21 1/4 NW 1/4
Acres irrigable under said right: 2025

WHEREAS, Landowner desires the District to transport water diverted under the above-described right through an existing canal of District for use on the lands of Landowner above-described; and,

WHEREAS, the District is the owner of a canal known as the more canal, being a part of the facilities of the District used for the delivery of decreed flows of Big Lost River of Landowners and storage water of the District for the irrigation of lands within the District; and,

WHEREAS, the District has, from time to time additional capacity within said canal that could be used for the delivery of water to landowners outside of the District; and,

WHEREAS, Landowner desires the District to transport water diverted under the above-described right into the District's more Canal to a point

described as follows, to-wit: NE 1/4 NE 1/4 NE 1/4 of Section 8, Township 4 North, Range 26 E.B.M., and 1/4 1/4 1/4 of Section , Township North, Range E.B. M., which point shall be known as the point of delivery by the District to Landowner of said transported water, for use by Landowner on the lands above-described.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties do hereby agree:

1. District will transport groundwater of the Landowner diverted into the District's canal in the NE 1/4 NE 1/4 NE 1/4 of Section 2, Township 5 North, Range 26 E.B.M., and 1/4 1/4 1/4 of Section , Township North, Range E.B. M., to the point of delivery from the District to Landowner, not-to-exceed the rate of diversion provided in Landowner's water right hereinabove described and actually diverted into the District's canal, less losses for seepage and evaporation as hereinafter provided, for the irrigation of Landowner's lands above described.

2. Landowner shall construct and maintain at their own expense, any additional ditches, structures, or other water conveyance facilities necessary for the conveyance of water from the District's canal to the Landowner's place of use that may be required for the delivery of said water from the District's canal to Landowner's place of use, and District assumes no responsibilities of whatsoever kind or nature for said water after it leaves the District's canal at the point of delivery above-described to Landowner. Landowner further hereby agrees to hold District harmless from all claims of whatsoever kind or nature arising from the transportation and use of said water by Landowner from the point of delivery from the District's canal.

3. The obligations of the District to transport water for Landowner under this agreement and the right of the Landowner to have water transported by the District under this agreement is subordinate to the obligations of the District to transport water within its distribution system for the irrigation of lands within the District and is conditioned upon there being sufficient additional capacity in the Lower Canal of the District over and above the capacity required for the delivery of water by the District to lands within the District. The determination of the availability of additional capacity in the District's Lower Canal shall be determined by the District, and its determination shall be binding upon the parties to this agreement. In the event it is determined by the District that there is not sufficient additional capacity in the District's canal for the transportation of water under this agreement, no further transportation of water under this agreement shall be made by the District until such time as it is determined by the District that there is sufficient capacity in said canal to transport water under this agreement. In the event the transportation of water is curtailed under this agreement for the reason that there is a lack of capacity in the canal of the District, this agreement may be terminated at the request of Landowner at the end of the irrigation season in which said lack of capacity occurs.

4. Landowner shall construct and maintain at his sole cost and expense, all pipelines, pumps, headgates, measuring devices or structures, and other structures or other improvements necessary to divert water into the District's canal and to redivert said water, less transportation losses, from the District's canal.

5. Landowner shall be required to provide and maintain adequate devices to measure and diversion of water into the District's meere Canal and the volume of water to be diverted by the District from its meere Canal to Landowner at all times during the term of this agreement. Under no condition shall Landowner be entitled to have diverted to him by the District from the District's canal under this agreement a quantity of water in excess of the quantity of water actually diverted into the said canal by Landowner under the terms hereof, less the transportation losses attributed to the transportation of said water by the District. No water may be diverted into the District's meere Canal by Landowner or diverted from the District's meere Canal by the District to the Landowner under this agreement without the Landowner first providing to the District twenty-four (24) hours notice in advance as to the intent of the Landowner to divert water into the District's canal under this agreement and the amount to be diverted therein by Landowner. Landowner shall also notify the District immediately upon discovering that the diversion by the Landowner of water into the District's canal has been terminated or reduced for whatsoever reason, whether or not under the control of Landowner. Landowner shall also notify the District twenty-four (24) hours in advance of any voluntary cessation of diversion into the District's canal by Landowner.

6. Water transportation for Landowner by the District under this agreement shall be limited to those periods of time in which the District is delivering water through its facilities for the irrigation of lands within the District.

7. For and in consideration of the transportation of Landowner's water by the District under the terms of this agreement, Landowner does hereby agree to pay to the District an annual fee, which will include the appropriate ditchrider fee and an operation and maintenance assessment equal to the operation and maintenance assessment of the District on Class one (1) lands within the District. The operation and maintenance portions shall be based upon an assessment of the benefit received. Charges will be set against all lands benefited hereby proportionately. Since all charges, including operation and maintenance are based on the number of irrigated acres, Lannen shall notify the District of the number of acres that have been irrigated by you with said waters each year. On or before April 1 of each year, the District shall advise Landowner in writing as to the annual fee due for that year, which transportation fee must be paid by Landowner on or before the 1st of May of each year. Failure of the Landowner to pay the annual transportation fee under this agreement, when due, whether or not water is delivered or is to be delivered to the District by Landowner for transportation by the District, shall constitute a substantial breach of this agreement and the agreement may be terminated by the District, without further notice

to the Landowner. Any transportation fee not paid when due shall bear a penalty of two percent (2%) and interest at the rate of one percent (1%) per month from the due date until paid.

8. No water rights, transmission rights, or ditch rights in the facilities of the District shall accrue to Landowner by reason of this agreement, the rights of landowner being fully contained herein, and landowner does hereby waive any other claims he may have. It is further understood and agreed that nothing in this agreement shall constitute a dedication or assignment to Landowner by District of the District's facilities and the rights of the District therein.

9. It is fully understood and agreed by the parties hereto that under no circumstances of whatsoever kind or nature shall the District at any time agree to the transportation of storage water for use by the Landowner on lands that are not within the District.

10. Landowner covenants and agrees that the transportation loss in the transportation of Landowner's water under this agreement shall be the actual transportation loss at such times as the only water being transported in the District's McCre Canal is the water of Landowner. In the event other water is being transported in the District's McCre Canal at a time that water is being transported for Landowner by District under this agreement, the transportation loss in the transporting of Landowner's water shall be the actual transportation loss of water diverted in the District's McCre Canal by Landowner. Transportation loss may be adjusted from time to time during the term of this agreement when it is determined by the district that the actual loss is greater or less than herein provided.

11. Landowner does hereby grant to the District the right of a designated employee of the District to go upon the real property of Landowner to be irrigated with the water transported under this Agreement, for the purposes of confirming the place of use of said water being transported under this agreement and the number of irrigable acres to which said water is or can be applied.

12. Any breach of any of the covenants or conditions contained herein shall constitute a material breach of this agreement and a default hereunder. Upon such default occurring, the non-defaulting party may terminate this agreement, upon giving the defaulting party ten (10) days written notice of said default.

13. This agreement shall be for term of twenty (20) years, beginning the 1st day of Dec, 1999, and shall remain in full force and effect until the 1st day of Dec, 2020, unless terminated as herein provided.

14. Landowner agrees that no assignment or other transfer of this agreement may be made except for security purposes. In the event Landowner desires to assign this agreement to a lending institution as security for a farm loan, the District hereby agrees

to give its written consent upon ten (10) days written notice of said assignment. In the event Landowner desires to assign this agreement to a lending institution as security for a farm loan, the District hereby agrees to give its written consent upon ten (10) days written notice of said assignment. In the event said assignment is consented to by the District, Landowner agrees to continue to remain responsible and obligated under all of the terms, covenants and conditions of this agreement, and the assignee shall be bound by the terms hereof.

15. In the event District is required to file suit to collect the sums agreed to be paid by Landowner to District under this agreement, or to remedy any other breach of this agreement or to terminate this agreement, Landowner agrees to pay the District's costs and attorney fees incurred in said preceding.

16. This document constitutes the full agreement of the parties hereto, and no amendments or changes hereto may be made unless in writing and duly signed by each of the parties hereto.

17. Landowners agrees that all water transported shall be delivered pursuant to a water right appurtenant to the place of use and shall only be delivered to such places and in such amounts as authorized by water rights recognized by the State of Idaho Department of Water Resources.

IN WITNESS WHEREOF, the parties have hereto set their hands the day and year first above written.

BIG LOST RIVER IRRIGATION
DISTRICT

By: M. Todd Parker
Chairman of the Board

ATTEST:

[Signature]
Secretary

LANDOWNER

Alex M. Cannon Jr.
Hurt Nor

STATE OF IDAHO)
) ss.
County of _____)

On this _____ day of _____, 19____,
before me the undersigned Notary Public in and for said State, personally appeared
_____ and _____, known to me to be
the Chairman of the Board and Secretary of Big Lost River Irrigation District,
respectively, and acknowledged to me that they executed the same on behalf of said
irrigation district.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my
official seal, the day and year in this certificate first above written.

(SEAL)

Notary Public of Idaho
Residing at: _____
My Commission Expires: _____

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS

In Re SRBA

Case No. 39576

PARTIAL DECREE PURSUANT TO
I.R.C.P. 54(b) FOR

Water Right 34-07077

1999 FEB 19 PM 3:46

DISTRICT COURT-SRBA
TWIN FALLS CO., IDAHO
FILED

NAME AND ADDRESS: KURT P. ACOR
PO BOX 63C
MOORE, ID 83255

SOURCE: GROUNDWATER

QUANTITY: 8.00 CFS

USE OF THIS RIGHT WITH THE RIGHTS LISTED BELOW IS LIMITED TO A
TOTAL COMBINED ANNUAL DIVERSION VOLUME OF 8087.5 AF IN A SINGLE
IRRIGATION SEASON. COMBINED RIGHT NOS. 34-12376, 34-02426C,
34-07080B, 34-07121A, 34-07121B, 34-07092, 34-07179, 34-02330B,
AND 34-07120.

THIS RIGHT AND RIGHT NO. 34-07120 ARE LIMITED TO A TOTAL
COMBINED RATE OF DIVERSION OF 9.26 CFS.

PRIORITY DATE: 09/05/1974

POINT OF DIVERSION: T05N R26E S21 NNNWNW Within Butte County

PURPOSE AND PERIOD OF USE:	PURPOSE OF USE	PERIOD OF USE	QUANTITY
	Irrigation	04-15 TO 10-15	8.00 CFS

PLACE OF USE:	Irrigation	Within Butte County
T03N R25E S12	NENE 39.0 SENE 39.0 SWSE 36.0 SENW 40.0 SESW 32.0 NENW 40.0 SWNW 40.0 NENW 31.0	SWNE 40.0 NWSE 40.0 SESE 36.0 SWSW 31.0 NWNE 40.0 NESE 39.0 NNNW 40.0 NWSW 32.0
R26E S17	NENE 11.0 NNNW 39.0 SENW 5.0	NWNE 25.0 SWNW 13.0 NENW 37.0
S18	NWNE 39.0 NENE 35.0 NENW 38.0 SWNW 37.0 NWSW 10.0 SENE 25.0	NESW 17.0 SWNE 36.0 NNNW 26.0 SENW 40.0 NWSE 2.0
T04N R25E S35	SENE 40.0 SWNE 40.0 NESE 40.0 SESE 40.0 NWSE 40.0 SWSW 40.0 NWSE 40.0 SESE 39.0 SENE 39.0 SWNE 40.0 NESE 39.0 NENW 40.0 NWSW 40.0	NWNE 40.0 NESW 20.0 SWSE 40.0 SESW 20.0 NENE 40.0 SESW 40.0 SWSE 40.0 NWNE 40.0 NNNW 40.0 NENE 38.0 NESW 40.0 SENW 40.0 SWNW 40.0
S36		
2025.0 Acres Total		

USE OF THIS RIGHT WITH THE RIGHTS LISTED BELOW IS LIMITED TO

SRBA Partial Decree Pursuant to I.R.C.P. 54(b) (continued)

PLACE OF USE (continued)

THE IRRIGATION OF A COMBINED TOTAL OF 2307 ACRES IN A SINGLE IRRIGATION SEASON. COMBINED RIGHT NOS.: 34-12376, 34-02426C, 34-07080B, 34-07121A, 34-07121B, 34-07092, 34-07179, 34-02330B, 34-07120, 34-0061B, 34-00692C, 34-00256 AND 34-00416.
THIS RIGHT IS LIMITED TO THE IRRIGATION OF 200 ACRES WITHIN THE PLACE OF USE DESCRIBED ABOVE IN A SINGLE IRRIGATION SEASON.

RULE 54(b) CERTIFICATE

With respect to the issues determined by the above judgment or order, it is hereby CERTIFIED, in accordance with Rule 54(b), I.R.C.P., that the court has determined that there is no just reason for delay of the entry of a final judgment and that the court has and does hereby direct that the above judgment or order shall be a final judgment upon which execution may issue and an appeal may be taken as provided by the Idaho Appellate Rules.

RECOMMENDATION

FEB 19 1999

Shirley L. Lipe
SPECIAL MASTER

Barry Wood
Administrative District Judge
Interim Presiding Judge of the
Snake River Basin Adjudication

WATER PUMPING AND TRANSPORT AGREEMENT

THIS AGREEMENT, made and entered into this 11th day of Dec., 1999, by and between ^{Alan M. Lannon, Jr.} Kurt P. Alur, hereinafter referred to as "Landowner" of Shelley, County of Dingham State of Idaho and Big Lost River Irrigation District, an irrigation district duly organized under the laws of State of Idaho, hereinafter referred to as "District", with its principal office in Mackay, Custer County, State of Idaho.

WITNESSETH:

WHEREAS, Landowner is the owner of certain real property located outside the boundaries of the District, described as follows, to-wit:

TOWNSHIP	RANGE	SECTION	1/4 OF 1/4	LOT	USE	ACRES
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See Attached

Containing 2025 irrigable acres; and,

WHEREAS, landowner has certain groundwater/surface water rights appurtenant to the above-described real property, which rights are described as follows, to-wit:

License No: 34-07120

Date of Priority: 12-17-1975

Rate of Diversion: 2.00 cfs

Point of Diversion: FOOT R26E

Sec 21 NW1/4NW1/4

Acres irrigable under said right: 2025

WHEREAS, Landowner desires the District to transport water diverted under the above-described right through an existing canal of District for use on the lands of Landowner above-described; and,

WHEREAS, the District is the owner of a canal known as the more canal, being a part of the facilities of the District used for the delivery of decreed flows of Big Lost River of Landowners and storage water of the District for the irrigation of lands within the District; and,

WHEREAS, the District has, from time to time additional capacity within said canal that could be used for the delivery of water to landowners outside of the District; and,

WHEREAS, Landowner desires the District to transport water diverted

under the above-described right into the District's more Canal to a point

described as follows, to-wit: NW 1/4 NE 1/4 NE 1/4 of Section 18, Township 4 North, Range 26 E.B.M., and 1/4 1/4 1/4 of Section , Township North, Range E.B. M., which point shall be known as the point of delivery by the District to Landowner of said transported water, for use by Landowner on the lands above-described.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties do hereby agree:

1. District will transport groundwater of the Landowner diverted into the District's canal in the NW 1/4 NW 1/4 NW 1/4 of Section 21, Township 5 North, Range 26 E.B.M., and 1/4 1/4 1/4 of Section , Township North, Range E.B. M., to the point of delivery from the District to Landowner, not-to-exceed the rate of diversion provided in Landowner's water right hereinabove described and actually diverted into the District's canal, less losses for seepage and evaporation as hereinafter provided, for the irrigation of Landowner's lands above described.

2. Landowner shall construct and maintain at their own expense, any additional ditches, structures, or other water conveyance facilities necessary for the conveyance of water from the District's canal to the Landowner's place of use that may be required for the delivery of said water from the District's canal to Landowner's place of use, and District assumes no responsibilities of whatsoever kind or nature for said water after it leaves the District's canal at the point of delivery above-described to Landowner. Landowner further hereby agrees to hold District harmless from all claims of whatsoever kind or nature arising from the transportation and use of said water by Landowner from the point of delivery from the District's canal.

3. The obligations of the District to transport water for Landowner under this agreement and the right of the Landowner to have water transported by the District under this agreement is subordinate to the obligations of the District to transport water within its distribution system for the irrigation of lands within the District and is conditioned upon there being sufficient additional capacity in the more Canal of the District over and above the capacity required for the delivery of water by the District to lands within the District. The determination of the availability of additional capacity in the District's more Canal shall be determined by the District, and its determination shall be binding upon the parties to this agreement. In the event it is determined by the District that there is not sufficient additional capacity in the District's canal for the transportation of water under this agreement, no further transportation of water under this agreement shall be made by the District until such time as it is determined by the District that there is sufficient capacity in said canal to transport water under this agreement. In the event the transportation of water is curtailed under this agreement for the reason that there is a lack of capacity in the canal of the District, this agreement may be terminated at the request of Landowner at the end of the irrigation season in which said lack of capacity occurs.

4. Landowner shall construct and maintain at his sole cost and expense, all pipelines, pumps, headgates, measuring devices or structures, and other structures or other improvements necessary to divert water into the District's canal and to redivert said water, less transportation losses, from the District's canal.

5. Landowner shall be required to provide and maintain adequate devices to measure and diversion of water into the District's more Canal and the volume of water to be diverted by the District from its more Canal to Landowner at all times during the term of this agreement. Under no condition shall Landowner be entitled to have diverted to him by the District from the District's canal under this agreement a quantity of water in excess of the quantity of water actually diverted into the said canal by Landowner under the terms hereof, less the transportation losses attributed to the transportation of said water by the District. No water may be diverted into the District's more Canal by Landowner or diverted from the District's more Canal by the District to the Landowner under this agreement without the Landowner first providing to the District twenty-four (24) hours notice in advance as to the intent of the Landowner to divert water into the District's canal under this agreement and the amount to be diverted therein by Landowner. Landowner shall also notify the District immediately upon discovering that the diversion by the Landowner of water into the District's canal has been terminated or reduced for whatsoever reason, whether or not under the control of Landowner. Landowner shall also notify the District twenty-four (24) hours in advance of any voluntary cessation of diversion into the District's canal by Landowner.

6. Water transportation for Landowner by the District under this agreement shall be limited to those periods of time in which the District is delivering water through its facilities for the irrigation of lands within the District.

7. For and in consideration of the transportation of Landowner's water by the District under the terms of this agreement, Landowner does hereby agree to pay to the District an annual fee, which will include the appropriate ditchrider fee and an operation and maintenance assessment equal to the operation and maintenance assessment of the District on Class one (1) lands within the District. The operation and maintenance portions shall be based upon an assessment of the benefit received. Charges will be set against all lands benefited hereby proportionately. Since all charges, including operation and maintenance are based on the number of irrigated acres, Cannon shall notify the District of the number of acres that have been irrigated by you with said waters each year. On or before April 1 of each year, the District shall advise Landowner in writing as to the annual fee due for that year, which transportation fee must be paid by Landowner on or before the 1st of May of each year. Failure of the Landowner to pay the annual transportation fee under this agreement, when due, whether or not water is delivered or is to be delivered to the District by Landowner for transportation by the District, shall constitute a substantial breach of this agreement and the agreement may be terminated by the District, without further notice

to the Landowner. Any transportation fee not paid when due shall bear a penalty of two percent (2%) and interest at the rate of one percent (1%) per month from the due date until paid.

8. No water rights, transmission rights, or ditch rights in the facilities of the District shall accrue to Landowner by reason of this agreement, the rights of landowner being fully contained herein, and landowner does hereby waive any other claims he may have. It is further understood and agreed that nothing in this agreement shall constitute a dedication or assignment to Landowner by District of the District's facilities and the rights of the District therein.

9. It is fully understood and agreed by the parties hereto that under no circumstances of whatsoever kind or nature shall the District at any time agree to the transportation of storage water for use by the Landowner on lands that are not within the District.

10. Landowner covenants and agrees that the transportation loss in the transportation of Landowner's water under this agreement shall be the actual transportation loss at such times as the only water being transported in the District's more Canal is the water of Landowner. In the event other water is being transported in the District's more Canal at a time that water is being transported for Landowner by District under this agreement, the transportation loss in the transporting of Landowner's water shall be the actual transportation loss of water diverted in the District's more Canal by Landowner. Transportation loss may be adjusted from time to time during the term of this agreement when it is determined by the district that the actual loss is greater or less than herein provided.

11. Landowner does hereby grant to the District the right of a designated employee of the District to go upon the real property of Landowner to be irrigated with the water transported under this Agreement, for the purposes of confirming the place of use of said water being transported under this agreement and the number of irrigable acres to which said water is or can be applied.

12. Any breach of any of the covenants or conditions contained herein shall constitute a material breach of this agreement and a default hereunder. Upon such default occurring, the non-defaulting party may terminate this agreement, upon giving the defaulting party ten (10) days written notice of said default.

13. This agreement shall be for term of twenty (20) years, beginning the 10th day of Dec. 1999, and shall remain in full force and effect until the 10th day of Dec., 2020, unless terminated as herein provided.

14. Landowner agrees that no assignment or other transfer of this agreement may be made except for security purposes. In the event Landowner desires to assign this agreement to a lending institution as security for a farm loan, the District hereby agrees

to give its written consent upon ten (10) days written notice of said assignment. In the event Landowner desires to assign this agreement to a lending institution as security for a farm loan, the District hereby agrees to give its written consent upon ten (10) days written notice of said assignment. In the event said assignment is consented to by the District, Landowner agrees to continue to remain responsible and obligated under all of the terms, covenants and conditions of this agreement, and the assignee shall be bound by the terms hereof.

15. In the event District is required to file suit to collect the sums agreed to be paid by Landowner to District under this agreement, or to remedy any other breach of this agreement or to terminate this agreement, Landowner agrees to pay the District's costs and attorney fees incurred in said preceding.

16. This document constitutes the full agreement of the parties hereto, and no amendments or changes hereto may be made unless in writing and duly signed by each of the parties hereto.

17. Landowners agrees that all water transported shall be delivered pursuant to a water right appurtenant to the place of use and shall only be delivered to such places and in such amounts as authorized by water rights recognized by the State of Idaho Department of Water Resources.

IN WITNESS WHEREOF, the parties have hereto set their hands the day and year first above written.

BIG LOST RIVER IRRIGATION
DISTRICT

By: M. Todd Perkins
Chairman of the Board

ATTEST:

[Signature]
Secretary

LANDOWNER

Alan M. Lannoy
Kurt M. [Signature]

STATE OF IDAHO)
) ss.
County of _____)

On this _____ day of _____, 19____,
before me the undersigned Notary Public in and for said State, personally appeared
_____ and _____, known to me to be
the Chairman of the Board and Secretary of Big Lost River Irrigation District,
respectively, and acknowledged to me that they executed the same on behalf of said
irrigation district.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my
official seal, the day and year in this certificate first above written.

(SEAL)

Notary Public of Idaho
Residing at: _____
My Commission Expires: _____

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS

In Re SRBA)
Case No. 39576)

PARTIAL DECREE PURSUANT TO
I.R.C.P. 54(b) FOR

Water Right 34-07120

1999 FEB 19 PM 3:46

DISTRICT COURT-SRBA
TWIN FALLS CO., IDAHO
FILED _____

NAME AND ADDRESS: KURT P. ACOR
PO BOX 63C
MOORE, ID 83255

SOURCE: GROUNDWATER

QUANTITY: 2.00 CFS

USE OF THIS RIGHT WITH THE RIGHTS LISTED BELOW IS LIMITED TO A
TOTAL COMBINED ANNUAL DIVERSION VOLUME OF 8087.5 AF IN A SINGLE
IRRIGATION SEASON. COMBINED RIGHT NOS. 34-12376, 34-02426C,
34-07080B, 34-07121A, 34-07121B, 34-07092, 34-07179, 34-07077,
AND 34-02330B.

THIS RIGHT AND RIGHT NO. 34-07077 ARE LIMITED TO A TOTAL
COMBINED RATE OF DIVERSION OF 9.26 CFS.

PRIORITY DATE: 12/17/1975

POINT OF DIVERSION: T05N R26E S21 NWNWNW Within Butte County

PURPOSE AND PERIOD OF USE:	PURPOSE OF USE	PERIOD OF USE	QUANTITY
	Irrigation	04-15 TO 10-15	2.00 CFS

PLACE OF USE:	Irrigation		Within Butte County
T03N R25E S12	SENE 39.0		NENE 39.0
	SWNE 40.0		NWSE 40.0
	SENE 40.0		NWNW 40.0
	SWSE 36.0		NESW 31.0
	NWSW 32.0		SWSW 31.0
	SESW 32.0		NWNE 40.0
	NENW 40.0		NESE 39.0
	SWNW 40.0		SESE 36.0
R26E S17	NWNE 25.0		NENW 37.0
	NWNW 39.0		SENE 5.0
	SWNW 13.0		NENE 11.0
S18	NENE 35.0		NWNE 39.0
	SWNE 36.0		SENE 25.0
	NENW 38.0		SWNW 37.0
	SENE 40.0		NESW 17.0
	NWSW 10.0		NWSE 2.0
	NWNW 26.0		
T04N R25E S35	SWNE 40.0		NWSE 40.0
	SENE 40.0		NESW 20.0
	SESW 20.0		NESE 40.0
	NENE 40.0		NWNE 40.0
	SWSE 40.0		SESE 40.0
S36	SESE 39.0		SWNE 40.0
	NWSW 40.0		SWSW 40.0
	SESW 40.0		NWNE 40.0
	SENE 39.0		NWNW 40.0
	NENE 38.0		NENW 40.0
	SENE 40.0		NWSE 40.0
	SWSE 40.0		NESW 40.0
	NESE 39.0		SWNW 40.0
2025.0 Acres Total			

USE OF THIS RIGHT WITH THE RIGHTS LISTED BELOW IS LIMITED TO

SRBA Partial Decree Pursuant to I.R.C.P. 54(b) (continued)

PLACE OF USE (continued)

THE IRRIGATION OF A COMBINED TOTAL OF 2307 ACRES IN A SINGLE IRRIGATION SEASON. COMBINED RIGHT NOS.: 34-12376, 34-02426C, 34-07080B, 34-07121A, 34-07121B, 34-07092, 34-07179, 34-07077, 34-02330B, 34-00618, 34-00692C, 34-00256 AND 34-00416.

THIS RIGHT IS LIMITED TO THE IRRIGATION OF 180 ACRES WITHIN THE PLACE OF USE DESCRIBED ABOVE IN A SINGLE IRRIGATION SEASON.

RULE 54(b) CERTIFICATE

With respect to the issues determined by the above judgment or order, it is hereby CERTIFIED, in accordance with Rule 54(b), I.R.C.P., that the court has determined that there is no just reason for delay of the entry of a final judgment and that the court has and does hereby direct that the above judgment or order shall be a final judgment upon which execution may issue and an appeal may be taken as provided by the Idaho Appellate Rules.

RECOMMENDATION

FEB 19 1999

[Signature]
SPECIAL MASTER

Barry Wood
Administrative District Judge
Interim Presiding Judge of the
Snake River Basin Adjudication

WATER PUMPING AND TRANSPORT AGREEMENT

THIS AGREEMENT, made and entered into this 12th day of Dec., 1999, by and between ^{Alan M. Cannon, Jr.} Kurt P. Acor, hereinafter referred to as "Landowner" of Shelley, County of Bingham, State of Idaho and Big Lost River Irrigation District, an irrigation district duly organized under the laws of State of Idaho, hereinafter referred to as "District", with its principal office in Mackay, Custer County, State of Idaho.

WITNESSETH:

WHEREAS, Landowner is the owner of certain real property located outside the boundaries of the District, described as follows, to-wit:

TOWNSHIP	RANGE	SECTION	1/4 OF 1/4	LOT	USE	ACRES
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see Attached

Containing 2025 irrigable acres; and,

WHEREAS, landowner has certain groundwater/surface water rights appurtenant to the above-described real property, which rights are described as follows, to-wit:

License No: 34-12376

Date of Priority: 06-01-1977

Rate of Diversion: 1.25 cfs

Point of Diversion: FOUN R26E

Sec 29, SE NW SE

Acres irrigable under said right: 2025

WHEREAS, Landowner desires the District to transport water diverted under the above-described right through an existing canal of District for use on the lands of Landowner above-described; and,

WHEREAS, the District is the owner of a canal known as the meade canal, being a part of the facilities of the District used for the delivery of decreed flows of Big Lost River of Landowners and storage water of the District for the irrigation of lands within the District; and,

WHEREAS, the District has, from time to time additional capacity within said canal that could be used for the delivery of water to landowners outside of the District; and,

WHEREAS, Landowner desires the District to transport water diverted

under the above-described right into the District's meade Canal to a point

described as follows, to-wit: NW 1/4 NE 1/4 of Section 28, Township 5 North, Range 26 E.B.M., and 1/4 1/4 1/4 of Section 29, Township 5 North, Range 26 E.B. M., which point shall be known as the point of delivery by the District to Landowner of said transported water, for use by Landowner on the lands above-described.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties do hereby agree:

1. District will transport groundwater of the Landowner diverted into the District's canal in the SE 1/4 NW 1/4 SE 1/4 of Section 29, Township 5 North, Range 26 E.B.M., and 1/4 1/4 1/4 of Section 29, Township 5 North, Range 26 E.B. M., to the point of delivery from the District to Landowner, not-to-exceed the rate of diversion provided in Landowner's water right hereinabove described and actually diverted into the District's canal, less losses for seepage and evaporation as hereinafter provided, for the irrigation of Landowner's lands above described.

2. Landowner shall construct and maintain at their own expense, any additional ditches, structures, or other water conveyance facilities necessary for the conveyance of water from the District's canal to the Landowner's place of use that may be required for the delivery of said water from the District's canal to Landowner's place of use, and District assumes no responsibilities of whatsoever kind or nature for said water after it leaves the District's canal at the point of delivery above-described to Landowner. Landowner further hereby agrees to hold District harmless from all claims of whatsoever kind or nature arising from the transportation and use of said water by Landowner from the point of delivery from the District's canal.

3. The obligations of the District to transport water for Landowner under this agreement and the right of the Landowner to have water transported by the District under this agreement is subordinate to the obligations of the District to transport water within its distribution system for the irrigation of lands within the District and is conditioned upon there being sufficient additional capacity in the main Canal of the District over and above the capacity required for the delivery of water by the District to lands within the District. The determination of the availability of additional capacity in the District's main Canal shall be determined by the District, and its determination shall be binding upon the parties to this agreement. In the event it is determined by the District that there is not sufficient additional capacity in the District's canal for the transportation of water under this agreement, no further transportation of water under this agreement shall be made by the District until such time as it is determined by the District that there is sufficient capacity in said canal to transport water under this agreement. In the event the transportation of water is curtailed under this agreement for the reason that there is a lack of capacity in the canal of the District, this agreement may be terminated at the request of Landowner at the end of the irrigation season in which said lack of capacity occurs.

4. Landowner shall construct and maintain at his sole cost and expense, all pipelines, pumps, headgates, measuring devices or structures, and other structures or other improvements necessary to divert water into the District's canal and to red divert said water, less transportation losses, from the District's canal.

5. Landowner shall be required to provide and maintain adequate devices to measure and diversion of water into the District's more Canal and the volume of water to be diverted by the District from its more Canal to Landowner at all times during the term of this agreement. Under no condition shall Landowner be entitled to have diverted to him by the District from the District's canal under this agreement a quantity of water in excess of the quantity of water actually diverted into the said canal by Landowner under the terms hereof, less the transportation losses attributed to the transportation of said water by the District. No water may be diverted into the District's more Canal by Landowner or diverted from the District's more Canal by the District to the Landowner under this agreement without the Landowner first providing to the District twenty-four (24) hours notice in advance as to the intent of the Landowner to divert water into the District's canal under this agreement and the amount to be diverted therein by Landowner. Landowner shall also notify the District immediately upon discovering that the diversion by the Landowner of water into the District's canal has been terminated or reduced for whatsoever reason, whether or not under the control of Landowner. Landowner shall also notify the District twenty-four (24) hours in advance of any voluntary cessation of diversion into the District's canal by Landowner.

6. Water transportation for Landowner by the District under this agreement shall be limited to those periods of time in which the District is delivering water through its facilities for the irrigation of lands within the District.

7. For and in consideration of the transportation of Landowner's water by the District under the terms of this agreement, Landowner does hereby agree to pay to the District an annual fee, which will include the appropriate ditchrider fee and an operation and maintenance assessment equal to the operation and maintenance assessment of the District on Class one (1) lands within the District. The operation and maintenance portions shall be based upon an assessment of the benefit received. Charges will be set against all lands benefited hereby proportionately. Since all charges, including operation and maintenance are based on the number of irrigated acres, Cannon shall notify the District of the number of acres that have been irrigated by you with said waters each year. On or before April 1 of each year, the District shall advise Landowner in writing as to the annual fee due for that year, which transportation fee must be paid by Landowner on or before the 1st of May of each year. Failure of the Landowner to pay the annual transportation fee under this agreement, when due, whether or not water is delivered or is to be delivered to the District by Landowner for transportation by the District, shall constitute a substantial breach of this agreement and the agreement may be terminated by the District, without further notice

to the Landowner. Any transportation fee not paid when due shall bear a penalty of two percent (2%) and interest at the rate of one percent (1%) per month from the due date until paid.

8. No water rights, transmission rights, or ditch rights in the facilities of the District shall accrue to Landowner by reason of this agreement, the rights of landowner being fully contained herein, and landowner does hereby waive any other claims he may have. It is further understood and agreed that nothing in this agreement shall constitute a dedication or assignment to Landowner by District of the District's facilities and the rights of the District therein.

9. It is fully understood and agreed by the parties hereto that under no circumstances of whatsoever kind or nature shall the District at any time agree to the transportation of storage water for use by the Landowner on lands that are not within the District.

10. Landowner covenants and agrees that the transportation loss in the transportation of Landowner's water under this agreement shall be the actual transportation loss at such times as the only water being transported in the District's McCre Canal is the water of Landowner. In the event other water is being transported in the District's McCre Canal at a time that water is being transported for Landowner by District under this agreement, the transportation loss in the transporting of Landowner's water shall be the actual transportation loss of water diverted in the District's McCre Canal by Landowner. Transportation loss may be adjusted from time to time during the term of this agreement when it is determined by the district that the actual loss is greater or less than herein provided.

11. Landowner does hereby grant to the District the right of a designated employee of the District to go upon the real property of Landowner to be irrigated with the water transported under this Agreement, for the purposes of confirming the place of use of said water being transported under this agreement and the number of irrigable acres to which said water is or can be applied.

12. Any breach of any of the covenants or conditions contained herein shall constitute a material breach of this agreement and a default hereunder. Upon such default occurring, the non-defaulting party may terminate this agreement, upon giving the defaulting party ten (10) days written notice of said default.

13. This agreement shall be for term of twenty (20) years, beginning the 10th day of Dec. 1999, and shall remain in full force and effect until the 10th day of Dec. 1, 2020, unless terminated as herein provided.

14. Landowner agrees that no assignment or other transfer of this agreement may be made except for security purposes. In the event Landowner desires to assign this agreement to a lending institution as security for a farm loan, the District hereby agrees

to give its written consent upon ten (10) days written notice of said assignment. In the event Landowner desires to assign this agreement to a lending institution as security for a farm loan, the District hereby agrees to give its written consent upon ten (10) days written notice of said assignment. In the event said assignment is consented to by the District, Landowner agrees to continue to remain responsible and obligated under all of the terms, covenants and conditions of this agreement, and the assignee shall be bound by the terms hereof.

15. In the event District is required to file suit to collect the sums agreed to be paid by Landowner to District under this agreement, or to remedy any other breach of this agreement or to terminate this agreement, Landowner agrees to pay the District's costs and attorney fees incurred in said preceding.

16. This document constitutes the full agreement of the parties hereto, and no amendments or changes hereto may be made unless in writing and duly signed by each of the parties hereto.

17. Landowners agrees that all water transported shall be delivered pursuant to a water right appurtenant to the place of use and shall only be delivered to such places and in such amounts as authorized by water rights recognized by the State of Idaho Department of Water Resources.

IN WITNESS WHEREOF, the parties have hereto set their hands the day and year first above written.

BIG LOST RIVER IRRIGATION
DISTRICT

By: M. Todd Parker
Chairman of the Board

ATTEST:

[Signature]
Secretary

LANDOWNER

Alan M. Cannon
Kurt McCon

STATE OF IDAHO)
) ss.
County of _____)

On this _____ day of _____, 19____,
before me the undersigned Notary Public in and for said State, personally appeared
_____ and _____, known to me to be
the Chairman of the Board and Secretary of Big Lost River Irrigation District,
respectively, and acknowledged to me that they executed the same on behalf of said
irrigation district.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my
official seal, the day and year in this certificate first above written.

(SEAL)

Notary Public of Idaho
Residing at: _____
My Commission Expires: _____

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS

In Re SRBA

Case No. 39576

PARTIAL DECREE PURSUANT TO
I.R.C.P. 54(b) FOR

Water Right 34-12376

1999 FEB 19 PM 4:03

DISTRICT COURT-SRBA
TWIN FALLS CO. IDAHO
FILED _____

NAME AND ADDRESS: EVERETT Y ACOR JR.
ROUTE 1 BOX 13
MOORE, ID 83255

SOURCE: GROUNDWATER

QUANTITY: 1.25 CFS

USE OF THIS RIGHT WITH THE RIGHTS LISTED BELOW IS LIMITED TO A
COMBINED ANNUAL DIVERSION VOLUME OF 8087.5 AF IN A SINGLE
IRRIGATION SEASON. COMBINED RIGHT NOS. 34-023308, 34-02426C,
34-07080B, 34-07121A, 34-07121B, 34-07092, 34-07179, 34-07077,
AND 34-07120.

PRIORITY DATE: 06/01/1977

POINT OF DIVERSION: T05N R26E S29 SENWSE Within Butte County

PURPOSE AND PERIOD OF USE:	PURPOSE OF USE	PERIOD OF USE	QUANTITY
	Irrigation	04-15 TO 10-15	1.25 CFS

PLACE OF USE:	Irrigation	Within Butte County
T03N R25E S12	NWNE 40.0	NENW 40.0
	NESE 39.0	SWNW 40.0
	SENW 40.0	NWSE 40.0
	SWSE 36.0	SESE 36.0
	NWNW 40.0	NESW 31.0
	NWSW 32.0	SWSW 31.0
	SESW 32.0	NENE 39.0
	SWNE 40.0	SENE 39.0
R26E S17	NENE 11.0	NWNE 25.0
	NENW 37.0	NWNW 39.0
	SWNW 13.0	SENW 5.0
S18	NENW 38.0	SWNW 37.0
	SENW 40.0	NWSE 2.0
	NENE 35.0	NWNE 39.0
	SWNE 36.0	SENE 25.0
	NWNW 26.0	NFSW 17.0
	NWSW 10.0	
T04N R25E S35	SWNE 40.0	NESW 20.0
	SESW 20.0	NESE 40.0
	NWSE 40.0	NENE 40.0
	NWNE 40.0	SENE 40.0
	SWSE 40.0	SESE 40.0
S36	NENW 40.0	SENW 40.0
	NWSW 40.0	SWSW 40.0
	SESW 40.0	NWSE 40.0
	SWSE 40.0	SESE 39.0
	NWNE 40.0	SENE 39.0
	NWNW 40.0	SWNE 40.0
	NESE 39.0	NESW 40.0
	NENE 38.0	SWNW 40.0
2025.0 Acres Total		

USE OF THIS RIGHT WITH THE RIGHTS LISTED BELOW IS LIMITED TO
THE IRRIGATION OF A COMBINED TOTAL OF 2307 ACRES IN A SINGLE
IRRIGATION SEASON. COMBINED RIGHT NOS.: 34-023308, 34-02426C,

SRBA Partial Decree Pursuant to I.R.C.P. 54(b) (continued)

PLACE OF USE (continued)

34-07080B, 34-07121A, 34-07121B, 34-07092, 34-07179, 34-07077,
34-07120, 34-0061B, 34-00692C, 34-00256 AND 34-00416.

THIS RIGHT IS LIMITED TO THE IRRIGATION OF 87.5 ACRES WITHIN
THE PLACE OF USE DESCRIBED ABOVE IN A SINGLE IRRIGATION SEASON.

RULE 54(b) CERTIFICATE

With respect to the issues determined by the above judgment or order, it is hereby CERTIFIED, in accordance with Rule 54(b), I.R.C.P., that the court has determined that there is no just reason for delay of the entry of a final judgment and that the court has and does hereby direct that the above judgment or order shall be a final judgment upon which execution may issue and an appeal may be taken as provided by the Idaho Appellate Rules.

RECOMMENDATION

FEB 19 1999

[Signature]
SPECIAL MASTER

Barry Wood
Administrative District Judge
Interim Presiding Judge of the
Snake River Basin Adjudication

WATER PUMPING AND TRANSPORT AGREEMENT

THIS AGREEMENT, made and entered into this 10th day of Dec., 1999, by and between ^{Alan M. Cannon, Jr.} ~~Airt P. Acer~~, hereinafter referred to as "Landowner" of Shelly, County of Bingham, State of Idaho and Big Lost River Irrigation District, an irrigation district duly organized under the laws of State of Idaho, hereinafter referred to as "District", with its principal office in Mackay, Custer County, State of Idaho.

WITNESSETH:

WHEREAS, Landowner is the owner of certain real property located outside the boundaries of the District, described as follows, to-wit:

TOWNSHIP	RANGE	SECTION	1/4 OF 1/4	LOT	USE	ACRES
----------	-------	---------	------------	-----	-----	-------

see Attached

Containing 2025 irrigable acres; and,

WHEREAS, landowner has certain groundwater/surface water rights appurtenant to the above-described real property, which rights are described as follows, to-wit:

License No: 34-00256 ^{AB}
Date of Priority: 6-1-1889
Rate of Diversion: 1.172 cfs ⁹⁷²
Point of Diversion: 105N R26E
S4.04 NWSESE
Acres irrigable under said right: 2025

WHEREAS, Landowner desires the District to transport water diverted under the above-described right through an existing canal of District for use on the lands of Landowner above-described; and,

WHEREAS, the District is the owner of a canal known as the moore canal, being a part of the facilities of the District used for the delivery of decreed flows of Big Lost River of Landowners and storage water of the District for the irrigation of lands within the District; and,

WHEREAS, the District has, from time to time additional capacity within said canal that could be used for the delivery of water to landowners outside of the District; and,

WHEREAS, Landowner desires the District to transport water diverted

under the above-described right into the District's moore Canal to a point

WATER PUMPING AND TRANSPORT AGREEMENT

THIS AGREEMENT, made and entered into this 10th day of Dec., 1999, by and between ^{Alan M. Cannon, Jr.} Kurt P. Acor, hereinafter referred to as "Landowner" of Shelley, County of Bingham, State of Idaho and Big Lost River Irrigation District, an irrigation district duly organized under the laws of State of Idaho, hereinafter referred to as "District", with its principal office in Mackay, Custer County, State of Idaho.

WITNESSETH:

WHEREAS, Landowner is the owner of certain real property located outside the boundaries of the District, described as follows, to-wit:

TOWNSHIP	RANGE	SECTION	1/4 OF 1/4	LOT	USE	ACRES
----------	-------	---------	------------	-----	-----	-------

see Attached

Containing 2025 irrigable acres; and,

WHEREAS, landowner has certain groundwater/surface water rights appurtenant to the above-described real property, which rights are described as follows, to-wit:

License No: 34-00256
Date of Priority: 6-1-1887
Rate of Diversion: 1.472 cfs
Point of Diversion: 105N R26E
Sec 04 NWSESE
Acres irrigable under said right: 2025

WHEREAS, Landowner desires the District to transport water diverted under the above-described right through an existing canal of District for use on the lands of Landowner above-described; and,

WHEREAS, the District is the owner of a canal known as the lower canal, being a part of the facilities of the District used for the delivery of decreed flows of Big Lost River of Landowners and storage water of the District for the irrigation of lands within the District; and,

WHEREAS, the District has, from time to time additional capacity within said canal that could be used for the delivery of water to landowners outside of the District; and,

WHEREAS, Landowner desires the District to transport water diverted

under the above-described right into the District's lower Canal to a point

described as follows, to-wit: NW 1/4 NE 1/4 NE 1/4 of Section 18, Township 4 North, Range 26 E.B.M., and 1/4 1/4 1/4 of Section , Township North, Range E.B. M., which point shall be known as the point of delivery by the District to Landowner of said transported water, for use by Landowner on the lands above-described.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties do hereby agree:

1. District will transport groundwater of the Landowner diverted into the District's canal in the 1/4 1/4 1/4 of Section , Township North, Range E.B.M., and 1/4 1/4 1/4 of Section , Township North, Range E.B. M., to the point of delivery from the District to Landowner, not-to-exceed the rate of diversion provided in Landowner's water right hereinabove described and actually diverted into the District's canal, less losses for seepage and evaporation as hereinafter provided, for the irrigation of Landowner's lands above described.

2. Landowner shall construct and maintain at their own expense, any additional ditches, structures, or other water conveyance facilities necessary for the conveyance of water from the District's canal to the Landowner's place of use that may be required for the delivery of said water from the District's canal to Landowner's place of use, and District assumes no responsibilities of whatsoever kind or nature for said water after it leaves the District's canal at the point of delivery above-described to Landowner. Landowner further hereby agrees to hold District harmless from all claims of whatsoever kind or nature arising from the transportation and use of said water by Landowner from the point of delivery from the District's canal.

3. The obligations of the District to transport water for Landowner under this agreement and the right of the Landowner to have water transported by the District under this agreement is subordinate to the obligations of the District to transport water within its distribution system for the irrigation of lands within the District and is conditioned upon there being sufficient additional capacity in the Moore Canal of the District over and above the capacity required for the delivery of water by the District to lands within the District. The determination of the availability of additional capacity in the District's Moore Canal shall be determined by the District, and its determination shall be binding upon the parties to this agreement. In the event it is determined by the District that there is not sufficient additional capacity in the District's canal for the transportation of water under this agreement, no further transportation of water under this agreement shall be made by the District until such time as it is determined by the District that there is sufficient capacity in said canal to transport water under this agreement. In the event the transportation of water is curtailed under this agreement for the reason that there is a lack of capacity in the canal of the District, this agreement may be terminated at the request of Landowner at the end of the irrigation season in which said lack of capacity occurs.

4. Landowner shall construct and maintain at his sole cost and expense, all pipelines, pumps, headgates, measuring devices or structures, and other structures or other improvements necessary to divert water into the District's canal and to redivert said water, less transportation losses, from the District's canal.

5. Landowner shall be required to provide and maintain adequate devices to measure and diversion of water into the District's more Canal and the volume of water to be diverted by the District from its more Canal to Landowner at all times during the term of this agreement. Under no condition shall Landowner be entitled to have diverted to him by the District from the District's canal under this agreement a quantity of water in excess of the quantity of water actually diverted into the said canal by Landowner under the terms hereof, less the transportation losses attributed to the transportation of said water by the District. No water may be diverted into the District's more Canal by Landowner or diverted from the District's more Canal by the District to the Landowner under this agreement without the Landowner first providing to the District twenty-four (24) hours notice in advance as to the intent of the Landowner to divert water into the District's canal under this agreement and the amount to be diverted therein by Landowner. Landowner shall also notify the District immediately upon discovering that the diversion by the Landowner of water into the District's canal has been terminated or reduced for whatsoever reason, whether or not under the control of Landowner. Landowner shall also notify the District twenty-four (24) hours in advance of any voluntary cessation of diversion into the District's canal by Landowner.

6. Water transportation for Landowner by the District under this agreement shall be limited to those periods of time in which the District is delivering water through its facilities for the irrigation of lands within the District.

7. For and in consideration of the transportation of Landowner's water by the District under the terms of this agreement, Landowner does hereby agree to pay to the District an annual fee, which will include the appropriate ditchrider fee and an operation and maintenance assessment equal to the operation and maintenance assessment of the District on Class one (1) lands within the District. The operation and maintenance portions shall be based upon an assessment of the benefit received. Charges will be set against all lands benefited hereby proportionately. Since all charges, including operation and maintenance are based on the number of irrigated acres, Landowner shall notify the District of the number of acres that have been irrigated by you with said waters each year. On or before April 1 of each year, the District shall advise Landowner in writing as to the annual fee due for that year, which transportation fee must be paid by Landowner on or before the 1st of May of each year. Failure of the Landowner to pay the annual transportation fee under this agreement, when due, whether or not water is delivered or is to be delivered to the District by Landowner for transportation by the District, shall constitute a substantial breach of this agreement and the agreement may be terminated by the District, without further notice

to the Landowner. Any transportation fee not paid when due shall bear a penalty of two percent (2%) and interest at the rate of one percent (1%) per month from the due date until paid.

8. No water rights, transmission rights, or ditch rights in the facilities of the District shall accrue to Landowner by reason of this agreement, the rights of landowner being fully contained herein, and landowner does hereby waive any other claims he may have. It is further understood and agreed that nothing in this agreement shall constitute a dedication or assignment to Landowner by District of the District's facilities and the rights of the District therein.

9. It is fully understood and agreed by the parties hereto that under no circumstances of whatsoever kind or nature shall the District at any time agree to the transportation of storage water for use by the Landowner on lands that are not within the District.

10. Landowner covenants and agrees that the transportation loss in the transportation of Landowner's water under this agreement shall be the actual transportation loss at such times as the only water being transported in the District's more Canal is the water of Landowner. In the event other water is being transported in the District's more Canal at a time that water is being transported for Landowner by District under this agreement, the transportation loss in the transporting of Landowner's water shall be the actual transportation loss of water diverted in the District's more Canal by Landowner. Transportation loss may be adjusted from time to time during the term of this agreement when it is determined by the district that the actual loss is greater or less than herein provided.

11. Landowner does hereby grant to the District the right of a designated employee of the District to go upon the real property of Landowner to be irrigated with the water transported under this Agreement, for the purposes of confirming the place of use of said water being transported under this agreement and the number of irrigable acres to which said water is or can be applied.

12. Any breach of any of the covenants or conditions contained herein shall constitute a material breach of this agreement and a default hereunder. Upon such default occurring, the non-defaulting party may terminate this agreement, upon giving the defaulting party ten (10) days written notice of said default.

13. This agreement shall be for term of twenty (20) years, beginning the 10th day of Dec., 1999, and shall remain in full force and effect until the 10th day of Dec., 2020, unless terminated as herein provided.

14. Landowner agrees that no assignment or other transfer of this agreement may be made except for security purposes. In the event Landowner desires to assign this agreement to a lending institution as security for a farm loan, the District hereby agrees

to give its written consent upon ten (10) days written notice of said assignment. In the event Landowner desires to assign this agreement to a lending institution as security for a farm loan, the District hereby agrees to give its written consent upon ten (10) days written notice of said assignment. In the event said assignment is consented to by the District, Landowner agrees to continue to remain responsible and obligated under all of the terms, covenants and conditions of this agreement, and the assignee shall be bound by the terms hereof.

15. In the event District is required to file suit to collect the sums agreed to be paid by Landowner to District under this agreement, or to remedy any other breach of this agreement or to terminate this agreement, Landowner agrees to pay the District's costs and attorney fees incurred in said preceding.

16. This document constitutes the full agreement of the parties hereto, and no amendments or changes hereto may be made unless in writing and duly signed by each of the parties hereto.

17. Landowners agrees that all water transported shall be delivered pursuant to a water right appurtenant to the place of use and shall only be delivered to such places and in such amounts as authorized by water rights recognized by the State of Idaho Department of Water Resources.

IN WITNESS WHEREOF, the parties have hereto set their hands the day and year first above written.

BIG LOST RIVER IRRIGATION
DISTRICT

By: M. Todd Perkin
Chairman of the Board

ATTEST:

[Signature]
Secretary

LANDOWNER

Alan M. Canron
Kurt Neor

STATE OF IDAHO)
) ss.
County of _____)

On this _____ day of _____, 19____,
before me the undersigned Notary Public in and for said State, personally appeared
_____ and _____, known to me to be
the Chairman of the Board and Secretary of Big Lost River Irrigation District,
respectively, and acknowledged to me that they executed the same on behalf of said
irrigation district.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my
official seal, the day and year in this certificate first above written.

(SEAL)

Notary Public of Idaho
Residing at: _____
My Commission Expires: _____

WATER PUMPING AND TRANSPORT AGREEMENT

THIS AGREEMENT, made and entered into this 10th day of Dec., 1999, by and between Alan M. Cannon, Jr. Kurt P. Alor, hereinafter referred to as "Landowner" of Shelley, County of Bingham, State of Idaho and Big Lost River Irrigation District, an irrigation district duly organized under the laws of State of Idaho, hereinafter referred to as "District", with its principal office in Mackay, Custer County, State of Idaho.

WITNESSETH:

WHEREAS, Landowner is the owner of certain real property located outside the boundaries of the District, described as follows, to-wit:

TOWNSHIP	RANGE	SECTION	1/4 OF 1/4	LOT	USE	ACRES
----------	-------	---------	------------	-----	-----	-------

See Attached

Containing 2025 irrigable acres; and,

WHEREAS, landowner has certain groundwater/surface water rights appurtenant to the above-described real property, which rights are described as follows, to-wit:

License No: 34-00416
Date of Priority: 6-1-1896
Rate of Diversion: 1.00 cfs
Point of Diversion: DOWN R26E
Sec 04, NWSESE
Acres irrigable under said right: 2025

WHEREAS, Landowner desires the District to transport water diverted under the above-described right through an existing canal of District for use on the lands of Landowner above-described; and,

WHEREAS, the District is the owner of a canal known as the Moore canal, being a part of the facilities of the District used for the delivery of decreed flows of Big Lost River of Landowners and storage water of the District for the irrigation of lands within the District; and,

WHEREAS, the District has, from time to time additional capacity within said canal that could be used for the delivery of water to landowners outside of the District; and,

WHEREAS, Landowner desires the District to transport water diverted

under the above-described right into the District's Moore Canal to a point

WATER PUMPING AND TRANSPORT AGREEMENT

THIS AGREEMENT, made and entered into this 11th day of Dec., 1999, by and between Alan M. Cannon, Jr., hereinafter referred to as "Landowner" of Shelley, County of Bingham, State of Idaho and Big Lost River Irrigation District, an irrigation district duly organized under the laws of State of Idaho, hereinafter referred to as "District", with its principal office in Mackay, Custer County, State of Idaho.

WITNESSETH:

WHEREAS, Landowner is the owner of certain real property located outside the boundaries of the District, described as follows, to-wit:

TOWNSHIP	RANGE	SECTION	1/4 OF 1/4	LOT	USE	ACRES
----------	-------	---------	------------	-----	-----	-------

See Attached

Containing 2025 irrigable acres; and,

WHEREAS, landowner has certain groundwater/surface water rights appurtenant to the above-described real property, which rights are described as follows, to-wit:

License No: 34-00416
Date of Priority: 6-1-1896
Rate of Diversion: 1.60 cfs
Point of Diversion: TOWN R26E
Sec 04, NWSESE
Acres irrigable under said right: 2025

WHEREAS, Landowner desires the District to transport water diverted under the above-described right through an existing canal of District for use on the lands of Landowner above-described; and,

WHEREAS, the District is the owner of a canal known as the more canal, being a part of the facilities of the District used for the delivery of decreed flows of Big Lost River of Landowners and storage water of the District for the irrigation of lands within the District; and,

WHEREAS, the District has, from time to time additional capacity within said canal that could be used for the delivery of water to landowners outside of the District; and,

WHEREAS, Landowner desires the District to transport water diverted

under the above-described right into the District's more Canal to a point

described as follows, to-wit: NW 1/4 NE 1/4 SE 1/4 of Section 18, Township 4 North, Range 26 E.B.M., and 1/4 1/4 1/4 of Section , Township North, Range E.B. M., which point shall be known as the point of delivery by the District to Landowner of said transported water, for use by Landowner on the lands above-described.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties do hereby agree:

1. District will transport groundwater of the Landowner diverted into the District's canal in the 1/4 1/4 1/4 of Section , Township North, Range E.B.M., and 1/4 1/4 1/4 of Section , Township North, Range E.B. M., to the point of delivery from the District to Landowner, not-to-exceed the rate of diversion provided in Landowner's water right hereinabove described and actually diverted into the District's canal, less losses for seepage and evaporation as hereinafter provided, for the irrigation of Landowner's lands above described.

2. Landowner shall construct and maintain at their own expense, any additional ditches, structures, or other water conveyance facilities necessary for the conveyance of water from the District's canal to the Landowner's place of use that may be required for the delivery of said water from the District's canal to Landowner's place of use, and District assumes no responsibilities of whatsoever kind or nature for said water after it leaves the District's canal at the point of delivery above-described to Landowner. Landowner further hereby agrees to hold District harmless from all claims of whatsoever kind or nature arising from the transportation and use of said water by Landowner from the point of delivery from the District's canal.

3. The obligations of the District to transport water for Landowner under this agreement and the right of the Landowner to have water transported by the District under this agreement is subordinate to the obligations of the District to transport water within its distribution system for the irrigation of lands within the District and is conditioned upon there being sufficient additional capacity in the more Canal of the District over and above the capacity required for the delivery of water by the District to lands within the District. The determination of the availability of additional capacity in the District's more Canal shall be determined by the District, and its determination shall be binding upon the parties to this agreement. In the event it is determined by the District that there is not sufficient additional capacity in the District's canal for the transportation of water under this agreement, no further transportation of water under this agreement shall be made by the District until such time as it is determined by the District that there is sufficient capacity in said canal to transport water under this agreement. In the event the transportation of water is curtailed under this agreement for the reason that there is a lack of capacity in the canal of the District, this agreement may be terminated at the request of Landowner at the end of the irrigation season in which said lack of capacity occurs.

4. Landowner shall construct and maintain at his sole cost and expense, all pipelines, pumps, headgates, measuring devices or structures, and other structures or other improvements necessary to divert water into the District's canal and to red divert said water, less transportation losses, from the District's canal.

5. Landowner shall be required to provide and maintain adequate devices to measure and diversion of water into the District's more Canal and the volume of water to be diverted by the District from its more Canal to Landowner at all times during the term of this agreement. Under no condition shall Landowner be entitled to have diverted to him by the District from the District's canal under this agreement a quantity of water in excess of the quantity of water actually diverted into the said canal by Landowner under the terms hereof, less the transportation losses attributed to the transportation of said water by the District. No water may be diverted into the District's more Canal by Landowner or diverted from the District's more Canal by the District to the Landowner under this agreement without the Landowner first providing to the District twenty-four (24) hours notice in advance as to the intent of the Landowner to divert water into the District's canal under this agreement and the amount to be diverted therein by Landowner. Landowner shall also notify the District immediately upon discovering that the diversion by the Landowner of water into the District's canal has been terminated or reduced for whatsoever reason, whether or not under the control of Landowner. Landowner shall also notify the District twenty-four (24) hours in advance of any voluntary cessation of diversion into the District's canal by Landowner.

6. Water transportation for Landowner by the District under this agreement shall be limited to those periods of time in which the District is delivering water through its facilities for the irrigation of lands within the District.

7. For and in consideration of the transportation of Landowner's water by the District under the terms of this agreement, Landowner does hereby agree to pay to the District an annual fee, which will include the appropriate ditchrider fee and an operation and maintenance assessment equal to the operation and maintenance assessment of the District on Class one (1) lands within the District. The operation and maintenance portions shall be based upon an assessment of the benefit received. Charges will be set against all lands benefited hereby proportionately. Since all charges, including operation and maintenance are based on the number of irrigated acres, Cannon shall notify the District of the number of acres that have been irrigated by you with said waters each year. On or before April 1 of each year, the District shall advise Landowner in writing as to the annual fee due for that year, which transportation fee must be paid by Landowner on or before the 1st of May of each year. Failure of the Landowner to pay the annual transportation fee under this agreement, when due, whether or not water is delivered or is to be delivered to the District by Landowner for transportation by the District, shall constitute a substantial breach of this agreement and the agreement may be terminated by the District, without further notice

to the Landowner. Any transportation fee not paid when due shall bear a penalty of two percent (2%) and interest at the rate of one percent (1%) per month from the due date until paid.

8. No water rights, transmission rights, or ditch rights in the facilities of the District shall accrue to Landowner by reason of this agreement, the rights of landowner being fully contained herein, and landowner does hereby waive any other claims he may have. It is further understood and agreed that nothing in this agreement shall constitute a dedication or assignment to Landowner by District of the District's facilities and the rights of the District therein.

9. It is fully understood and agreed by the parties hereto that under no circumstances of whatsoever kind or nature shall the District at any time agree to the transportation of storage water for use by the Landowner on lands that are not within the District.

10. Landowner covenants and agrees that the transportation loss in the transportation of Landowner's water under this agreement shall be the actual transportation loss at such times as the only water being transported in the District's Moore Canal is the water of Landowner. In the event other water is being transported in the District's Moore Canal at a time that water is being transported for Landowner by District under this agreement, the transportation loss in the transporting of Landowner's water shall be the actual transportation loss of water diverted in the District's Moore Canal by Landowner. Transportation loss may be adjusted from time to time during the term of this agreement when it is determined by the district that the actual loss is greater or less than herein provided.

11. Landowner does hereby grant to the District the right of a designated employee of the District to go upon the real property of Landowner to be irrigated with the water transported under this Agreement, for the purposes of confirming the place of use of said water being transported under this agreement and the number of irrigable acres to which said water is or can be applied.

12. Any breach of any of the covenants or conditions contained herein shall constitute a material breach of this agreement and a default hereunder. Upon such default occurring, the non-defaulting party may terminate this agreement, upon giving the defaulting party ten (10) days written notice of said default.

13. This agreement shall be for term of twenty (20) years, beginning the 1st day of Dec. 1992, and shall remain in full force and effect until the 1st day of Dec. 1, 2020, unless terminated as herein provided.

14. Landowner agrees that no assignment or other transfer of this agreement may be made except for security purposes. In the event Landowner desires to assign this agreement to a lending institution as security for a farm loan, the District hereby agrees

to give its written consent upon ten (10) days written notice of said assignment. In the event Landowner desires to assign this agreement to a lending institution as security for a farm loan, the District hereby agrees to give its written consent upon ten (10) days written notice of said assignment. In the event said assignment is consented to by the District, Landowner agrees to continue to remain responsible and obligated under all of the terms, covenants and conditions of this agreement, and the assignee shall be bound by the terms hereof.

15. In the event District is required to file suit to collect the sums agreed to be paid by Landowner to District under this agreement, or to remedy any other breach of this agreement or to terminate this agreement, Landowner agrees to pay the District's costs and attorney fees incurred in said preceding.

16. This document constitutes the full agreement of the parties hereto, and no amendments or changes hereto may be made unless in writing and duly signed by each of the parties hereto.

17. Landowners agrees that all water transported shall be delivered pursuant to a water right appurtenant to the place of use and shall only be delivered to such places and in such amounts as authorized by water rights recognized by the State of Idaho Department of Water Resources.

IN WITNESS WHEREOF, the parties have hereto set their hands the day and year first above written.

BIG LOST RIVER IRRIGATION DISTRICT

By: M. T. Perkins
Chairman of the Board

ATTEST:

Secretary

LANDOWNER

LANDOWNER
Alan M. Cannon
Kurt Aco

STATE OF IDAHO)
) ss.
County of _____)

On this _____ day of _____, 19____,
before me the undersigned Notary Public in and for said State, personally appeared
_____ and _____, known to me to be
the Chairman of the Board and Secretary of Big Lost River Irrigation District,
respectively, and acknowledged to me that they executed the same on behalf of said
irrigation district.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.

(SEAL)

Notary Public of Idaho
Residing at: _____
My Commission Expires: _____

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS

In Re SRBA

Case No. 39576

PARTIAL DECREE PURSUANT TO
I.R.C.P. 54(b) FOR

Water Right 34-00416

1999 FEB 19 PM 4:02

DISTRICT COURT-SRBA
TWIN FALLS CO. IDAHO
FILED

NAME AND ADDRESS:

EVERETT T ACOR JR.
ROUTE 1 Box 13
MOORE, ID 83255

SOURCE:

BIG LOST RIVER

TRIBUTARY: SINKS

QUANTITY:

1.60 CFS

PRIORITY DATE:

06/01/1896

POINT OF DIVERSION:

T05N R26E S04

NWSESE

Within Butte County

PURPOSE AND

PERIOD OF USE:

PURPOSE OF USE
IrrigationPERIOD OF USE
05-01 TO 10-15QUANTITY
1.60 CFS

PLACE OF USE:

Irrigation

T05N R26E S28

SWSW 37.0

Within Butte County

SESW 36.0

73.0 Acres Total

USE OF THIS RIGHT WITH THE RIGHTS LISTED BELOW IS LIMITED TO
THE IRRIGATION OF A COMBINED TOTAL OF 2307 ACRES IN A SINGLE
IRRIGATION SEASON. COMBINED RIGHT NOS.: 34-12376, 34-02426C,
34-07080B, 34-07121A, 34-07121B, 34-07092, 34-07179, 34-07077,
34-07120, 34-00618, 34-00692C, 34-02330B AND 34-02330B.

USE OF THIS RIGHT WITH RIGHT NO. 34-00256 IS LIMITED TO
THE IRRIGATION OF A COMBINED TOTAL OF 73 ACRES IN A SINGLE
IRRIGATION SEASON.

RULE 54(b) CERTIFICATE

With respect to the issues determined by the above judgment or order, it is hereby CERTIFIED, in accordance with Rule 54(b), I.R.C.P., that the court has determined that there is no just reason for delay of the entry of a final judgment and that the court has and does hereby direct that the above judgment or order shall be a final judgment upon which execution may issue and an appeal may be taken as provided by the Idaho Appellate Rules.

RECOMMENDATION

FEB 19 1999

SPECIAL MASTER

Barry Wood

Administrative District Judge
Interim Presiding Judge of the
Snake River Basin Adjudication

WATER PUMPING AND TRANSPORT AGREEMENT

THIS AGREEMENT, made and entered into this 17th day of Dec., 1999, by and between Alan M. Cannon, Jr. Kurt R. Acor, hereinafter referred to as "Landowner" of Shelby, County of Bingham, State of Idaho and Big Lost River Irrigation District, an irrigation district duly organized under the laws of State of Idaho, hereinafter referred to as "District", with its principal office in Mackay, Custer County, State of Idaho.

WITNESSETH:

WHEREAS, Landowner is the owner of certain real property located outside the boundaries of the District, described as follows, to-wit:

TOWNSHIP	RANGE	SECTION	1/4 OF 1/4	LOT	USE	ACRES
<i>See attached</i>						

Containing 2025 irrigable acres; and,

WHEREAS, landowner has certain groundwater/surface water rights appurtenant to the above-described real property, which rights are described as follows, to-wit:

License No: 34-00618
Date of Priority: 9-1-1884
Rate of Diversion: 3.20 cfs
Point of Diversion: T05N R26E
SEC 04, N/4 E/4 SE/4
Acres irrigable under said right: 2025

WHEREAS, Landowner desires the District to transport water diverted under the above-described right through an existing canal of District for use on the lands of Landowner above-described; and,

WHEREAS, the District is the owner of a canal known as the more canal, being a part of the facilities of the District used for the delivery of decreed flows of Big Lost River of Landowners and storage water of the District for the irrigation of lands within the District; and,

WHEREAS, the District has, from time to time additional capacity within said canal that could be used for the delivery of water to landowners outside of the District; and,

WHEREAS, Landowner desires the District to transport water diverted under the above-described right into the District's more Canal to a point

described as follows, to-wit: NW 1/4 NE 1/4 NE 1/4 of Section 18, Township 4 North, Range 26 E.B.M., and 1/4 1/4 1/4 of Section , Township North, Range E.B. M., which point shall be known as the point of delivery by the District to Landowner of said transported water, for use by Landowner on the lands above-described.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties do hereby agree:

1. District will transport groundwater of the Landowner diverted into the District's canal in the 1/4 1/4 1/4 of Section , Township North, Range E.B.M., and 1/4 1/4 1/4 of Section , Township North, Range E.B. M., to the point of delivery from the District to Landowner, not-to-exceed the rate of diversion provided in Landowner's water right hereinabove described and actually diverted into the District's canal, less losses for seepage and evaporation as hereinafter provided, for the irrigation of Landowner's lands above described.

2. Landowner shall construct and maintain at their own expense, any additional ditches, structures, or other water conveyance facilities necessary for the conveyance of water from the District's canal to the Landowner's place of use that may be required for the delivery of said water from the District's canal to Landowner's place of use, and District assumes no responsibilities of whatsoever kind or nature for said water after it leaves the District's canal at the point of delivery above-described to Landowner. Landowner further hereby agrees to hold District harmless from all claims of whatsoever kind or nature arising from the transportation and use of said water by Landowner from the point of delivery from the District's canal.

3. The obligations of the District to transport water for Landowner under this agreement and the right of the Landowner to have water transported by the District under this agreement is subordinate to the obligations of the District to transport water within its distribution system for the irrigation of lands within the District and is conditioned upon there being sufficient additional capacity in the more Canal of the District over and above the capacity required for the delivery of water by the District to lands within the District. The determination of the availability of additional capacity in the District's more Canal shall be determined by the District, and its determination shall be binding upon the parties to this agreement. In the event it is determined by the District that there is not sufficient additional capacity in the District's canal for the transportation of water under this agreement, no further transportation of water under this agreement shall be made by the District until such time as it is determined by the District that there is sufficient capacity in said canal to transport water under this agreement. In the event the transportation of water is curtailed under this agreement for the reason that there is a lack of capacity in the canal of the District, this agreement may be terminated at the request of Landowner at the end of the irrigation season in which said lack of capacity occurs.

4. Landowner shall construct and maintain at his sole cost and expenso, all pipolines, pumps, headgates, measuring devices or structures, and other structures or other improvements necessary to divert water into the District's canal and to redivert said water, less transportation losses, from the District's canal.

5. Landowner shall be required to provide and maintain adequate devices to measure and diversion of water into the District's moore Canal and the volume of water to be diverted by the District from its moore Canal to Landowner at all times during the term of this agreement. Under no condition shall Landowner be entitled to have diverted to him by the District from the District's canal under this agreement a quantity of water in excess of the quantity of water actually diverted into the said canal by Landowner under the terms hereof, less the transportation losses attributed to the transportation of said water by the District. No water may be diverted into the District's moore Canal by Landowner or diverted from the District's moore Canal by the District to the Landowner under this agreement without the Landowner first providing to the District twenty-four (24) hours notice in advance as to the intent of the Landowner to divert water into the District's canal under this agreement and the amount to be diverted therein by Landowner. Landowner shall also notify the District immediately upon discovering that the diversion by the Landowner of water into the District's canal has been terminated or reduced for whatsoever reason, whether or not under the control of Landowner. Landowner shall also notify the District twenty-four (24) hours in advance of any voluntary cessation of diversion into the District's canal by Landowner.

6. Water transportation for Landowner by the District under this agreement shall be limited to those periods of time in which the District is delivering water through its facilities for the irrigation of lands within the District.

7. For and in consideration of the transportation of Landowner's water by the District under the terms of this agreement, Landowner does hereby agree to pay to the District an annual fee, which will include the appropriate ditchrider fee and an operation and maintenance assessment equal to the operation and maintenance assessment of the District on Class one (1) lands within the District. The operation and maintenance portions shall be based upon an assessment of the benefit received. Charges will be set against all lands benefited hereby proportionately. Since all charges, including operation and maintenance are based on the number of irrigated acres, Landowner shall notify the District of the number of acres that have been irrigated by you with said waters each year. On or before April 1 of each year, the District shall advise Landowner in writing as to the annual fee due for that year, which transportation fee must be paid by Landowner on or before the 1st of May of each year. Failure of the Landowner to pay the annual transportation fee under this agreement, when due, whether or not water is delivered or is to be delivered to the District by Landowner for transportation by the District, shall constitute a substantial breach of this agreement and the agreement may be terminated by the District, without further notice

to the Landowner. Any transportation fee not paid when due shall bear a penalty of two percent (2%) and interest at the rate of one percent (1%) per month from the due date until paid.

8. No water rights, transmission rights, or ditch rights in the facilities of the District shall accrue to Landowner by reason of this agreement, the rights of landowner being fully contained herein, and landowner does hereby waive any other claims he may have. It is further understood and agreed that nothing in this agreement shall constitute a dedication or assignment to Landowner by District of the District's facilities and the rights of the District therein.

9. It is fully understood and agreed by the parties hereto that under no circumstances of whatsoever kind or nature shall the District at any time agree to the transportation of storage water for use by the Landowner on lands that are not within the District.

10. Landowner covenants and agrees that the transportation loss in the transportation of Landowner's water under this agreement shall be the actual transportation loss at such times as the only water being transported in the District's Moore Canal is the water of Landowner. In the event other water is being transported in the District's Moore Canal at a time that water is being transported for Landowner by District under this agreement, the transportation loss in the transporting of Landowner's water shall be the actual transportation loss of water diverted in the District's Moore Canal by Landowner. Transportation loss may be adjusted from time to time during the term of this agreement when it is determined by the district that the actual loss is greater or less than herein provided.

11. Landowner does hereby grant to the District the right of a designated employee of the District to go upon the real property of Landowner to be irrigated with the water transported under this Agreement, for the purposes of confirming the place of use of said water being transported under this agreement and the number of irrigable acres to which said water is or can be applied.

12. Any breach of any of the covenants or conditions contained herein shall constitute a material breach of this agreement and a default hereunder. Upon such default occurring, the non-defaulting party may terminate this agreement, upon giving the defaulting party ten (10) days written notice of said default.

13. This agreement shall be for term of twenty (20) years, beginning the 17th day of Dec. 1999, and shall remain in full force and effect until the 17th day of Dec. 1, 2020, unless terminated as herein provided.

14. Landowner agrees that no assignment or other transfer of this agreement may be made except for security purposes. In the event Landowner desires to assign this agreement to a lending institution as security for a farm loan, the District hereby agrees

to give its written consent upon ten (10) days written notice of said assignment. In the event Landowner desires to assign this agreement to a lending institution as security for a farm loan, the District hereby agrees to give its written consent upon ten (10) days written notice of said assignment. In the event said assignment is consented to by the District, Landowner agrees to continue to remain responsible and obligated under all of the terms, covenants and conditions of this agreement, and the assignee shall be bound by the terms hereof.

15. In the event District is required to file suit to collect the sums agreed to be paid by Landowner to District under this agreement, or to remedy any other breach of this agreement or to terminate this agreement, Landowner agrees to pay the District's costs and attorney fees incurred in said preceding.

16. This document constitutes the full agreement of the parties hereto, and no amendments or changes hereto may be made unless in writing and duly signed by each of the parties hereto.

17. Landowners agrees that all water transported shall be delivered pursuant to a water right appurtenant to the place of use and shall only be delivered to such places and in such amounts as authorized by water rights recognized by the State of Idaho Department of Water Resources.

IN WITNESS WHEREOF, the parties have hereto set their hands the day and year first above written.

BIG LOST RIVER IRRIGATION
DISTRICT

By: M. Todd Perkins
Chairman of the Board

ATTEST:

[Signature]
Secretary

LANDOWNER

Alan M. Cannady
Hart Neo

STATE OF IDAHO)
) ss.
County of _____)

On this _____ day of _____, 19____,
before me the undersigned Notary Public in and for said State, personally appeared
_____ and _____, known to me to be
the Chairman of the Board and Secretary of Big Lost River Irrigation District,
respectively, and acknowledged to me that they executed the same on behalf of said
irrigation district.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my
official seal, the day and year in this certificate first above written.

(SEAL)

Notary Public of Idaho
Residing at: _____
My Commission Expires: _____

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS

In Re SRBA

Case No. 39576

PARTIAL DECREE PURSUANT TO
I.R.C.P. 54(b) FOR

Water Right 34-00618

1999 FEB 19 PM 4:02

DISTRICT COURT-SRBA
TWIN FALLS CO. IDAHO
FILED

NAME AND ADDRESS:

EVERETT T ACDR JR.
ROUTE 1 BOX 13
MOORE, ID 83255

SOURCE:

BIG LOST RIVER

TRIBUTARY: SINKS

QUANTITY:

3.20 CFS

PRIORITY DATE:

09/01/1884

POINT OF DIVERSION:

T05N R26E S04

NESESE

Within Butte County

PURPOSE AND

PERIOD OF USE:

PURPOSE OF USE
Irrigation

PERIOD OF USE
05-01 to 10-15

QUANTITY
3.20 CFS

PLACE OF USE:

Irrigation

T04N R26E S04 LOT 02 (NWNE)36.0

SENE 32.0

139.0 Acres Total

Within Butte County

SWNE 36.0

LOT 01 (NENE)35.0

USE OF THIS RIGHT WITH THE RIGHTS LISTED BELOW IS LIMITED TO
THE IRRIGATION OF A COMBINED TOTAL OF 2307 ACRES IN A SINGLE
IRRIGATION SEASON. COMBINED RIGHT NOS.: 34-12376, 34-02426c,
34-07080B, 34-07121A, 34-07121B, 34-07092, 34-07179, 34-07077,
34-07120, 34-02330B, 34-00692c, 34-00256 AND 34-00416.

RULE 54(b) CERTIFICATE

With respect to the issues determined by the above judgment or order, it is hereby CERTIFIED, in accordance with Rule 54(b), I.R.C.P., that the court has determined that there is no just reason for delay of the entry of a final judgment and that the court has and does hereby direct that the above judgment or order shall be a final judgment upon which execution may issue and an appeal may be taken as provided by the Idaho Appellate Rules.

RECOMMENDATION

FEB 19 1999

SPECIAL MASTER

Barry Wood

Administrative District Judge
Interim Presiding Judge of the
Snake River Basin Adjudication

W. KENT FLETCHER
ATTORNEY AT LAW

FLETCHER LAW OFFICE
1200 OVERLAND AVENUE
P. O. BOX 248
BURLEY, IDAHO 83318-0248
(208) 678-3250

FAX: (208) 878-2548
E-MAIL
wkf@pmt.org

July 27, 2005

Kent W. Foster
Holden, Kidwell, Hahn & Crapo
P.O. Box 50130
Idaho Falls, ID 83405

RE: Mickelsen Properties - Big Lost River Irrigation District

Dear Kent:

Enclosed are copies of Transport Agreements sent to me by the Big Lost River Irrigation District. After you have had a chance to review these and compare them to those you sent me, please let me know your thoughts. I have sent along to the District copies of the information that you provided.

Sincerely,

FLETCHER LAW OFFICE

Kent Fletcher

KF/kjh

Enclosure

RECEIVED JUL 28 2005

WATER PUMPING AND TRANSPORT AGREEMENT

Mickelsen Properties

THIS AGREEMENT, made and entered into this 10th day of Dec., 1999, by and between Alan H. Connors, Jr., hereinafter referred to as "Landowner" of Shelley, County of Bingham, State of Idaho and Big Lost River Irrigation District, an irrigation district duly organized under the laws of State of Idaho, hereinafter referred to as "District", with its principal office in Mackay, Custer County, State of Idaho.

WITNESSETH:

WHEREAS, Landowner is the owner of certain real property located outside the boundaries of the District, described as follows, to-wit:

TOWNSHIP	RANGE	SECTION	1/4 OF 1/4	LOT	USE	ACRES
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See Attached

Containing 2025 irrigable acres; and,

WHEREAS, landowner has certain groundwater/surface water rights appurtenant to the above-described real property, which rights are described as follows, to-wit:

License No: 34-00416
Date of Priority: 6-1-1896
Rate of Diversion: 1.00 cfs
Point of Diversion: T05N R26E
Sec 04, NWSESE
Acres irrigable under said right: 2025

WHEREAS, Landowner desires the District to transport water diverted under the above-described right through an existing canal of District for use on the lands of Landowner above-described; and,

WHEREAS, the District is the owner of a canal known as the moore canal, being a part of the facilities of the District used for the delivery of decreed flows of Big Lost River of Landowners and storage water of the District for the irrigation of lands within the District; and,

WHEREAS, the District has, from time to time additional capacity within said canal that could be used for the delivery of water to landowners outside of the District; and,

WHEREAS, Landowner desires the District to transport water diverted

under the above-described right into the District's moore Canal to a point

described as follows, to-wit: NW1/4 NE 1/4 NE 1/4 of Section 18, Township 4 North, Range 26 E.B.M., and 1/4 1/4 1/4 of Section , Township North, Range E.B. M., which point shall be known as the point of delivery by the District to Landowner of said transported water, for use by Landowner on the lands above-described.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties do hereby agree:

1. District will transport groundwater of the Landowner diverted into the District's canal in the 1/4 1/4 1/4 of Section , Township North, Range E.B.M., and 1/4 1/4 1/4 of Section , Township North, Range E.B. M., to the point of delivery from the District to Landowner, not-to-exceed the rate of diversion provided in Landowner's water right hereinabove described and actually diverted into the District's canal, less losses for seepage and evaporation as hereinafter provided, for the irrigation of Landowner's lands above described.

2. Landowner shall construct and maintain at their own expense, any additional ditches, structures, or other water conveyance facilities necessary for the conveyance of water from the District's canal to the Landowner's place of use that may be required for the delivery of said water from the District's canal to Landowner's place of use, and District assumes no responsibilities of whatsoever kind or nature for said water after it leaves the District's canal at the point of delivery above-described to Landowner. Landowner further hereby agrees to hold District harmless from all claims of whatsoever kind or nature arising from the transportation and use of said water by Landowner from the point of delivery from the District's canal.

3. The obligations of the District to transport water for Landowner under this agreement and the right of the Landowner to have water transported by the District under this agreement is subordinate to the obligations of the District to transport water within its distribution system for the irrigation of lands within the District and is conditioned upon there being sufficient additional capacity in the moore Canal of the District over and above the capacity required for the delivery of water by the District to lands within the District. The determination of the availability of additional capacity in the District's moore Canal shall be determined by the District, and its determination shall be binding upon the parties to this agreement. In the event it is determined by the District that there is not sufficient additional capacity in the District's canal for the transportation of water under this agreement, no further transportation of water under this agreement shall be made by the District until such time as it is determined by the District that there is sufficient capacity in said canal to transport water under this agreement. In the event the transportation of water is curtailed under this agreement for the reason that there is a lack of capacity in the canal of the District, this agreement may be terminated at the request of Landowner at the end of the irrigation season in which said lack of capacity occurs.

4. Landowner shall construct and maintain at his sole cost and expense, all pipelines, pumps, headgates, measuring devices or structures, and other structures or other improvements necessary to divert water into the District's canal and to red divert said water, less transportation losses, from the District's canal.

5. Landowner shall be required to provide and maintain adequate devices to measure and diversion of water into the District's more Canal and the volume of water to be diverted by the District from its more Canal to Landowner at all times during the term of this agreement. Under no condition shall Landowner be entitled to have diverted to him by the District from the District's canal under this agreement a quantity of water in excess of the quantity of water actually diverted into the said canal by Landowner under the terms hereof, less the transportation losses attributed to the transportation of said water by the District. No water may be diverted into the District's more Canal by Landowner or diverted from the District's more Canal by the District to the Landowner under this agreement without the Landowner first providing to the District twenty-four (24) hours notice in advance as to the intent of the Landowner to divert water into the District's canal under this agreement and the amount to be diverted therein by Landowner. Landowner shall also notify the District immediately upon discovering that the diversion by the Landowner of water into the District's canal has been terminated or reduced for whatsoever reason, whether or not under the control of Landowner. Landowner shall also notify the District twenty-four (24) hours in advance of any voluntary cessation of diversion into the District's canal by Landowner.

6. Water transportation for Landowner by the District under this agreement shall be limited to those periods of time in which the District is delivering water through its facilities for the irrigation of lands within the District.

7. For and in consideration of the transportation of Landowner's water by the District under the terms of this agreement, Landowner does hereby agree to pay to the District an annual fee, which will include the appropriate ditchrider fee and an operation and maintenance assessment equal to the operation and maintenance assessment of the District on Class one (1) lands within the District. The operation and maintenance portions shall be based upon an assessment of the benefit received. Charges will be set against all lands benefited hereby proportionately. Since all charges, including operation and maintenance are based on the number of irrigated acres, Cannon shall notify the District of the number of acres that have been irrigated by you with said waters each year. On or before April 1 of each year, the District shall advise Landowner in writing as to the annual fee due for that year, which transportation fee must be paid by Landowner on or before the 1st of May of each year. Failure of the Landowner to pay the annual transportation fee under this agreement, when due, whether or not water is delivered or is to be delivered to the District by Landowner for transportation by the District, shall constitute a substantial breach of this agreement and the agreement may be terminated by the District, without further notice

to the Landowner. Any transportation fee not paid when due shall bear a penalty of two percent (2%) and interest at the rate of one percent (1%) per month from the due date until paid.

8. No water rights, transmission rights, or ditch rights in the facilities of the District shall accrue to Landowner by reason of this agreement, the rights of landowner being fully contained herein, and landowner does hereby waive any other claims he may have. It is further understood and agreed that nothing in this agreement shall constitute a dedication or assignment to Landowner by District of the District's facilities and the rights of the District therein.

9. It is fully understood and agreed by the parties hereto that under no circumstances of whatsoever kind or nature shall the District at any time agree to the transportation of storage water for use by the Landowner on lands that are not within the District.

10. Landowner covenants and agrees that the transportation loss in the transportation of Landowner's water under this agreement shall be the actual transportation loss at such times as the only water being transported in the District's moore Canal is the water of Landowner. In the event other water is being transported in the District's moore Canal at a time that water is being transported for Landowner by District under this agreement, the transportation loss in the transporting of Landowner's water shall be the actual transportation loss of water diverted in the District's moore Canal by Landowner. Transportation loss may be adjusted from time to time during the term of this agreement when it is determined by the district that the actual loss is greater or less than herein provided.

11. Landowner does hereby grant to the District the right of a designated employee of the District to go upon the real property of Landowner to be irrigated with the water transported under this Agreement, for the purposes of confirming the place of use of said water being transported under this agreement and the number of irrigable acres to which said water is or can be applied.

12. Any breach of any of the covenants or conditions contained herein shall constitute a material breach of this agreement and a default hereunder. Upon such default occurring, the non-defaulting party may terminate this agreement, upon giving the defaulting party ten (10) days written notice of said default.

13. This agreement shall be for term of twenty (20) years, beginning the 10th day of Dec. 1999, and shall remain in full force and effect until the 10th day of Dec. 1, 2020, unless terminated as herein provided.

14. Landowner agrees that no assignment or other transfer of this agreement may be made except for security purposes. In the event Landowner desires to assign this agreement to a lending institution as security for a farm loan, the District hereby agrees

to give its written consent upon ten (10) days written notice of said assignment. In the event Landowner desires to assign this agreement to a lending institution as security for a farm loan, the District hereby agrees to give its written consent upon ten (10) days written notice of said assignment. In the event said assignment is consented to by the District, Landowner agrees to continue to remain responsible and obligated under all of the terms, covenants and conditions of this agreement, and the assignee shall be bound by the terms hereof.

15. In the event District is required to file suit to collect the sums agreed to be paid by Landowner to District under this agreement, or to remedy any other breach of this agreement or to terminate this agreement, Landowner agrees to pay the District's costs and attorney fees incurred in said preceding.

16. This document constitutes the full agreement of the parties hereto, and no amendments or changes hereto may be made unless in writing and duly signed by each of the parties hereto.

17. Landowners agrees that all water transported shall be delivered pursuant to a water right appurtenant to the place of use and shall only be delivered to such places and in such amounts as authorized by water rights recognized by the State of Idaho Department of Water Resources.

IN WITNESS WHEREOF, the parties have hereto set their hands the day and year first above written.

BIG LOST RIVER IRRIGATION
DISTRICT

By: M. Todd Perkins
Chairman of the Board

ATTEST:

[Signature]
Secretary

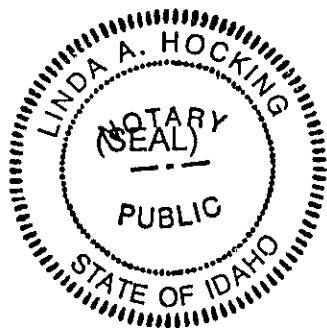
LANDOWNER

Alan McLannough
Kurt Alon

STATE OF IDAHO)
County of Custer) ss.

On this 10th day of December, 1999,
before me the undersigned Notary Public in and for said State, personally appeared
Lynn Rothwell and Todd Perkins, known to me to be
the Chairman of the Board and Secretary of Big Lost River Irrigation District,
respectively, and acknowledged to me that they executed the same on behalf of said
irrigation district.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my
official seal, the day and year in this certificate first above written.



Linda A. Hocking
Notary Public of Idaho
Residing at: Mackay, ID
My Commission Expires: 7-13-2006

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS

In Re SRBA

Case No. 39576

PARTIAL DECREE PURSUANT TO
I.R.C.P. 54(b) FOR

Water Right 34-00416

1999 FEB 19 PM 4:02

DISTRICT COURT-SRBA
TWIN FALLS CO, IDAHO
FILED

NAME AND ADDRESS:

EVERETT T ACOR JR.
ROUTE 1 Box 13
MOORE, ID 83255

SOURCE:

BIG LOST RIVER

TRIBUTARY: SINKS

QUANTITY:

1.60 CFS

PRIORITY DATE:

06/01/1996

POINT OF DIVERSION:

T05N R26E S04

NWSESE

Within Butte County

PURPOSE AND

PERIOD OF USE:

PURPOSE OF USE
IrrigationPERIOD OF USE
05-01 TO 10-15QUANTITY
1.60 CFS

PLACE OF USE:

Irrigation

T05N R26E S28

SWSW 37.0

Within Butte County

73.0 Acres Total

SESW 36.0

USE OF THIS RIGHT WITH THE RIGHTS LISTED BELOW IS LIMITED TO
THE IRRIGATION OF A COMBINED TOTAL OF 2307 ACRES IN A SINGLE
IRRIGATION SEASON. COMBINED RIGHT NOS.: 34-12376, 34-02426C,
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34-07120, 34-00618, 34-00692C, 34-02330B AND 34-02330B.

USE OF THIS RIGHT WITH RIGHT NO. 34-00256 IS LIMITED TO
THE IRRIGATION OF A COMBINED TOTAL OF 73 ACRES IN A SINGLE
IRRIGATION SEASON.

RULE 54(b) CERTIFICATE

With respect to the issues determined by the above judgment or order, it is hereby CERTIFIED, in accordance with Rule 54(b), I.R.C.P., that the court has determined that there is no just reason for delay of the entry of a final judgment and that the court has and does hereby direct that the above judgment or order shall be a final judgment upon which execution may issue and an appeal may be taken as provided by the Idaho Appellate Rules.

RECOMMENDATION

FEB 19 1999

SPECIAL MASTER

Barry Wood
Administrative District Judge
Interim Presiding Judge of the
Snake River Basin Adjudication

WATER PUMPING AND TRANSPORT AGREEMENT

Mickelsen Properties

THIS AGREEMENT, made and entered into this 10th day of Dec., 1999, by and between Alma McCann, Jr., hereinafter referred to as "Landowner" of Shelley, County of Bingham, State of Idaho and Big Lost River Irrigation District, an irrigation district duly organized under the laws of State of Idaho, hereinafter referred to as "District", with its principal office in Mackay, Custer County, State of Idaho.

WITNESSETH:

WHEREAS, Landowner is the owner of certain real property located outside the boundaries of the District, described as follows, to-wit:

TOWNSHIP	RANGE	SECTION	1/4 OF 1/4	LOT	USE	ACRES
----------	-------	---------	------------	-----	-----	-------

See Attached

Containing 2025 irrigable acres; and,

WHEREAS, landowner has certain groundwater/surface water rights appurtenant to the above-described real property, which rights are described as follows, to-wit:

License No: 34-00256
Date of Priority: 6-1-1889
Rate of Diversion: 1.472 cfs .972 th
Point of Diversion: T05N R26E
Sec 04 NW SE SE
Acres irrigable under said right: 2025

WHEREAS, Landowner desires the District to transport water diverted under the above-described right through an existing canal of District for use on the lands of Landowner above-described; and,

WHEREAS, the District is the owner of a canal known as the moore canal, being a part of the facilities of the District used for the delivery of decreed flows of Big Lost River of Landowners and storage water of the District for the irrigation of lands within the District; and,

WHEREAS, the District has, from time to time additional capacity within said canal that could be used for the delivery of water to landowners outside of the District; and,

WHEREAS, Landowner desires the District to transport water diverted

under the above-described right into the District's moore Canal to a point

described as follows, to-wit: NW 1/4 NE 1/4 NE 1/4 of Section 18, Township 4 North, Range 26 E.B.M., and 1/4 1/4 1/4 of Section , Township North, Range E.B. M., which point shall be known as the point of delivery by the District to Landowner of said transported water, for use by Landowner on the lands above-described.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties do hereby agree:

1. District will transport groundwater of the Landowner diverted into the District's canal in the 1/4 1/4 1/4 of Section , Township North, Range E.B.M., and 1/4 1/4 1/4 of Section , Township North, Range E.B. M., to the point of delivery from the District to Landowner, not-to-exceed the rate of diversion provided in Landowner's water right hereinabove described and actually diverted into the District's canal, less losses for seepage and evaporation as hereinafter provided, for the irrigation of Landowner's lands above described.

2. Landowner shall construct and maintain at their own expense, any additional ditches, structures, or other water conveyance facilities necessary for the conveyance of water from the District's canal to the Landowner's place of use that may be required for the delivery of said water from the District's canal to Landowner's place of use, and District assumes no responsibilities of whatsoever kind or nature for said water after it leaves the District's canal at the point of delivery above-described to Landowner. Landowner further hereby agrees to hold District harmless from all claims of whatsoever kind or nature arising from the transportation and use of said water by Landowner from the point of delivery from the District's canal.

3. The obligations of the District to transport water for Landowner under this agreement and the right of the Landowner to have water transported by the District under this agreement is subordinate to the obligations of the District to transport water within its distribution system for the irrigation of lands within the District and is conditioned upon there being sufficient additional capacity in the Moore Canal of the District over and above the capacity required for the delivery of water by the District to lands within the District. The determination of the availability of additional capacity in the District's Moore Canal shall be determined by the District, and its determination shall be binding upon the parties to this agreement. In the event it is determined by the District that there is not sufficient additional capacity in the District's canal for the transportation of water under this agreement, no further transportation of water under this agreement shall be made by the District until such time as it is determined by the District that there is sufficient capacity in said canal to transport water under this agreement. In the event the transportation of water is curtailed under this agreement for the reason that there is a lack of capacity in the canal of the District, this agreement may be terminated at the request of Landowner at the end of the irrigation season in which said lack of capacity occurs.

to the Landowner. Any transportation fee not paid when due shall bear a penalty of two percent (2%) and interest at the rate of one percent (1%) per month from the due date until paid.

8. No water rights, transmission rights, or ditch rights in the facilities of the District shall accrue to Landowner by reason of this agreement, the rights of landowner being fully contained herein, and landowner does hereby waive any other claims he may have. It is further understood and agreed that nothing in this agreement shall constitute a dedication or assignment to Landowner by District of the District's facilities and the rights of the District therein.

9. It is fully understood and agreed by the parties hereto that under no circumstances of whatsoever kind or nature shall the District at any time agree to the transportation of storage water for use by the Landowner on lands that are not within the District.

10. Landowner covenants and agrees that the transportation loss in the transportation of Landowner's water under this agreement shall be the actual transportation loss at such times as the only water being transported in the District's more Canal is the water of Landowner. In the event other water is being transported in the District's more Canal at a time that water is being transported for Landowner by District under this agreement, the transportation loss in the transporting of Landowner's water shall be the actual transportation loss of water diverted in the District's more Canal by Landowner. Transportation loss may be adjusted from time to time during the term of this agreement when it is determined by the district that the actual loss is greater or less than herein provided.

11. Landowner does hereby grant to the District the right of a designated employee of the District to go upon the real property of Landowner to be irrigated with the water transported under this Agreement, for the purposes of confirming the place of use of said water being transported under this agreement and the number of irrigable acres to which said water is or can be applied.

12. Any breach of any of the covenants or conditions contained herein shall constitute a material breach of this agreement and a default hereunder. Upon such default occurring, the non-defaulting party may terminate this agreement, upon giving the defaulting party ten (10) days written notice of said default.

13. This agreement shall be for term of twenty (20) years, beginning the 10th day of Dec., 1999, and shall remain in full force and effect until the 10th day of Dec., 2020, unless terminated as herein provided.

14. Landowner agrees that no assignment or other transfer of this agreement may be made except for security purposes. In the event Landowner desires to assign this agreement to a lending institution as security for a farm loan, the District hereby agrees

4. Landowner shall construct and maintain at his sole cost and expense, all pipelines, pumps, headgates, measuring devices or structures, and other structures or other improvements necessary to divert water into the District's canal and to redivert said water, less transportation losses, from the District's canal.

5. Landowner shall be required to provide and maintain adequate devices to measure and diversion of water into the District's Moore Canal and the volume of water to be diverted by the District from its Moore Canal to Landowner at all times during the term of this agreement. Under no condition shall Landowner be entitled to have diverted to him by the District from the District's canal under this agreement a quantity of water in excess of the quantity of water actually diverted into the said canal by Landowner under the terms hereof, less the transportation losses attributed to the transportation of said water by the District. No water may be diverted into the District's Moore Canal by Landowner or diverted from the District's Moore Canal by the District to the Landowner under this agreement without the Landowner first providing to the District twenty-four (24) hours notice in advance as to the intent of the Landowner to divert water into the District's canal under this agreement and the amount to be diverted therein by Landowner. Landowner shall also notify the District immediately upon discovering that the diversion by the Landowner of water into the District's canal has been terminated or reduced for whatsoever reason, whether or not under the control of Landowner. Landowner shall also notify the District twenty-four (24) hours in advance of any voluntary cessation of diversion into the District's canal by Landowner.

6. Water transportation for Landowner by the District under this agreement shall be limited to those periods of time in which the District is delivering water through its facilities for the irrigation of lands within the District.

7. For and in consideration of the transportation of Landowner's water by the District under the terms of this agreement, Landowner does hereby agree to pay to the District an annual fee, which will include the appropriate ditchrider fee and an operation and maintenance assessment equal to the operation and maintenance assessment of the District on Class one (1) lands within the District. The operation and maintenance portions shall be based upon an assessment of the benefit received. Charges will be set against all lands benefited hereby proportionately. Since all charges, including operation and maintenance are based on the number of irrigated acres, Landowner shall notify the District of the number of acres that have been irrigated by you with said waters each year. On or before April 1 of each year, the District shall advise Landowner in writing as to the annual fee due for that year, which transportation fee must be paid by Landowner on or before the 1st of May of each year. Failure of the Landowner to pay the annual transportation fee under this agreement, when due, whether or not water is delivered or is to be delivered to the District by Landowner for transportation by the District, shall constitute a substantial breach of this agreement and the agreement may be terminated by the District, without further notice

IN WITNESS WHEREOF, the parties have hereto set their hands the day and year first above written.

BIG LOST RIVER IRRIGATION
DISTRICT

By: M. Todd Perkins
Chairman of the Board

ATTEST:

[Signature]
Secretary

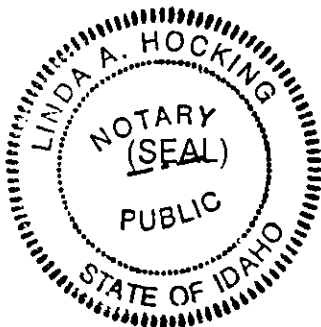
LANDOWNER

Alan M. Cannony
Hunt New

STATE OF IDAHO)
County of Custer) ss.

On this 10th day of December, 1979,
before me the undersigned Notary Public in and for said State, personally appeared
Lynn Rothwell and Todd Perkins, known to me to be
the Chairman of the Board and Secretary of Big Lost River Irrigation District,
respectively, and acknowledged to me that they executed the same on behalf of said
irrigation district.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my
official seal, the day and year in this certificate first above written.



Linda A. Hocking
Notary Public of Idaho
Residing at: Mackay, ID
My Commission Expires: 7-18-2006

to give its written consent upon ten (10) days written notice of said assignment. In the event Landowner desires to assign this agreement to a lending institution as security for a farm loan, the District hereby agrees to give its written consent upon ten (10) days written notice of said assignment. In the event said assignment is consented to by the District, Landowner agrees to continue to remain responsible and obligated under all of the terms, covenants and conditions of this agreement, and the assignee shall be bound by the terms hereof.

15. In the event District is required to file suit to collect the sums agreed to be paid by Landowner to District under this agreement, or to remedy any other breach of this agreement or to terminate this agreement, Landowner agrees to pay the District's costs and attorney fees incurred in said preceding.

16. This document constitutes the full agreement of the parties hereto, and no amendments or changes hereto may be made unless in writing and duly signed by each of the parties hereto.

17. Landowners agrees that all water transported shall be delivered pursuant to a water right appurtenant to the place of use and shall only be delivered to such places and in such amounts as authorized by water rights recognized by the State of Idaho Department of Water Resources.

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS

In Re SRBA

Case No. 39576

PARTIAL DECREE PURSUANT TO
I.R.C.P. 54(b) FOR

Water Right 34-00256

1999 FEB 19 PM 4:02
DISTRICT COURT-SRBA
TWIN FALLS CO, IDAHO
FILED

NAME AND ADDRESS:

EVERETT T ACOR JR.
ROUTE 1 BOX 13
MOORE, ID 83255

SOURCE:

BIG LOST RIVER

TRIBUTARY: SINKS

QUANTITY:

1.472 CFS

PRIORITY DATE:

06/01/1889

POINT OF DIVERSION:

T05N R26E S04

NWSESE

Within Butte County

PURPOSE AND
PERIOD OF USE:

PURPOSE OF USE
Irrigation

PERIOD OF USE
05-01 TO 10-15

QUANTITY
1.472 CFS

PLACE OF USE:

Irrigation

T05N R26E S28

SWSW 37.0

Within Butte County
SESW 36.0

73.0 Acres Total

USE OF THIS RIGHT WITH THE RIGHTS LISTED BELOW IS LIMITED TO
THE IRRIGATION OF A COMBINED TOTAL OF 2307 ACRES IN A SINGLE
IRRIGATION SEASON. COMBINED RIGHT NOS.: 34-12376, 34-02426C,
34-07080B, 34-07121A, 34-07121B, 34-07092, 34-07179, 34-07077,
34-07120, 34-00418, 34-00692C, 34-02330B AND 34-00416.

USE OF THIS RIGHT WITH RIGHT NO. 34-00416 IS LIMITED TO
THE IRRIGATION OF A COMBINED TOTAL OF 73 ACRES IN A SINGLE
IRRIGATION SEASON.

RULE 54(b) CERTIFICATE

With respect to the issues determined by the above judgment or order, it is hereby CERTIFIED, in accordance with Rule 54(b), I.R.C.P., that the court has determined that there is no just reason for delay of the entry of a final judgment and that the court has and does hereby direct that the above judgment or order shall be a final judgment upon which execution may issue and an appeal may be taken as provided by the Idaho Appellate Rules.

RECOMMENDATION

FEB 19 1999

SPECIAL MASTER

Barry Wood
Administrative District Judge
Interim Presiding Judge of the
Snake River Basin Adjudication

WATER PUMPING AND TRANSPORT AGREEMENT

Mickelsen Properties
THIS AGREEMENT, made and entered into this 10th day of Dec., 1999, by and between *Alan M. Mickelsen, Jr.* ~~Kurt P. Aker~~, hereinafter referred to as "Landowner" of Shelley, County of Bingham, State of Idaho and Big Lost River Irrigation District, an irrigation district duly organized under the laws of State of Idaho, hereinafter referred to as "District", with its principal office in Mackay, Custer County, State of Idaho.

WITNESSETH:

WHEREAS, Landowner is the owner of certain real property located outside the boundaries of the District, described as follows, to-wit:

TOWNSHIP	RANGE	SECTION	1/4 OF 1/4	LOT	USE	ACRES
----------	-------	---------	------------	-----	-----	-------

see Attached

Containing 2025 irrigable acres; and,

WHEREAS, landowner has certain groundwater/surface water rights appurtenant to the above-described real property, which rights are described as follows, to-wit:

License No: 34-023308
Date of Priority: 6-1-1977
Rate of Diversion: 1.75 cfs
Point of Diversion: T05N R26E
Sec 29 SE 1/4
Acres irrigable under said right: 2025

WHEREAS, Landowner desires the District to transport water diverted under the above-described right through an existing canal of District for use on the lands of Landowner above-described; and,

WHEREAS, the District is the owner of a canal known as the Moore canal, being a part of the facilities of the District used for the delivery of decreed flows of Big Lost River of Landowners and storage water of the District for the irrigation of lands within the District; and,

WHEREAS, the District has, from time to time additional capacity within said canal that could be used for the delivery of water to landowners outside of the District; and,

WHEREAS, Landowner desires the District to transport water diverted

under the above-described right into the District's Moore Canal to a point

described as follows, to-wit: NW 1/4 NE 1/4 NE 1/4 of Section 18, Township 4 North, Range 26 E.B.M., and 1/4 1/4 1/4 of Section , Township North, Range E.B. M., which point shall be known as the point of delivery by the District to Landowner of said transported water, for use by Landowner on the lands above-described.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties do hereby agree:

1. District will transport groundwater of the Landowner diverted into the District's canal in the SE 1/4 NW 1/4 SE 1/4 of Section 29, Township 5 North, Range 26 E.B.M., and 1/4 1/4 1/4 of Section , Township North, Range E.B. M., to the point of delivery from the District to Landowner, not-to-exceed the rate of diversion provided in Landowner's water right hereinabove described and actually diverted into the District's canal, less losses for seepage and evaporation as hereinafter provided, for the irrigation of Landowner's lands above described.
2. Landowner shall construct and maintain at their own expense, any additional ditches, structures, or other water conveyance facilities necessary for the conveyance of water from the District's canal to the Landowner's place of use that may be required for the delivery of said water from the District's canal to Landowner's place of use, and District assumes no responsibilities of whatsoever kind or nature for said water after it leaves the District's canal at the point of delivery above-described to Landowner. Landowner further hereby agrees to hold District harmless from all claims of whatsoever kind or nature arising from the transportation and use of said water by Landowner from the point of delivery from the District's canal.
3. The obligations of the District to transport water for Landowner under this agreement and the right of the Landowner to have water transported by the District under this agreement is subordinate to the obligations of the District to transport water within its distribution system for the irrigation of lands within the District and is conditioned upon there being sufficient additional capacity in the Moore Canal of the District over and above the capacity required for the delivery of water by the District to lands within the District. The determination of the availability of additional capacity in the District's Moore Canal shall be determined by the District, and its determination shall be binding upon the parties to this agreement. In the event it is determined by the District that there is not sufficient additional capacity in the District's canal for the transportation of water under this agreement, no further transportation of water under this agreement shall be made by the District until such time as it is determined by the District that there is sufficient capacity in said canal to transport water under this agreement. In the event the transportation of water is curtailed under this agreement for the reason that there is a lack of capacity in the canal of the District, this agreement may be terminated at the request of Landowner at the end of the irrigation season in which said lack of capacity occurs.

4. Landowner shall construct and maintain at his sole cost and expense, all pipelines, pumps, headgates, measuring devices or structures, and other structures or other improvements necessary to divert water into the District's canal and to redirect said water, less transportation losses, from the District's canal.

5. Landowner shall be required to provide and maintain adequate devices to measure and diversion of water into the District's more Canal and the volume of water to be diverted by the District from its more Canal to Landowner at all times during the term of this agreement. Under no condition shall Landowner be entitled to have diverted to him by the District from the District's canal under this agreement a quantity of water in excess of the quantity of water actually diverted into the said canal by Landowner under the terms hereof, less the transportation losses attributed to the transportation of said water by the District. No water may be diverted into the District's more Canal by Landowner or diverted from the District's more Canal by the District to the Landowner under this agreement without the Landowner first providing to the District twenty-four (24) hours notice in advance as to the intent of the Landowner to divert water into the District's canal under this agreement and the amount to be diverted therein by Landowner. Landowner shall also notify the District immediately upon discovering that the diversion by the Landowner of water into the District's canal has been terminated or reduced for whatsoever reason, whether or not under the control of Landowner. Landowner shall also notify the District twenty-four (24) hours in advance of any voluntary cessation of diversion into the District's canal by Landowner.

6. Water transportation for Landowner by the District under this agreement shall be limited to those periods of time in which the District is delivering water through its facilities for the irrigation of lands within the District.

7. For and in consideration of the transportation of Landowner's water by the District under the terms of this agreement, Landowner does hereby agree to pay to the District an annual fee, which will include the appropriate ditchrider fee and an operation and maintenance assessment equal to the operation and maintenance assessment of the District on Class one (1) lands within the District. The operation and maintenance portions shall be based upon an assessment of the benefit received. Charges will be set against all lands benefited hereby proportionately. Since all charges, including operation and maintenance are based on the number of irrigated acres, _____ shall notify the District of the number of acres that have been irrigated by you with said waters each year. On or before April 1 of each year, the District shall advise Landowner in writing as to the annual fee due for that year, which transportation fee must be paid by Landowner on or before the 1st of May of each year. Failure of the Landowner to pay the annual transportation fee under this agreement, when due, whether or not water is delivered or is to be delivered to the District by Landowner for transportation by the District, shall constitute a substantial breach of this agreement and the agreement may be terminated by the District, without further notice

to the Landowner. Any transportation fee not paid when due shall bear a penalty of two percent (2%) and interest at the rate of one percent (1%) per month from the due date until paid.

8. No water rights, transmission rights, or ditch rights in the facilities of the District shall accrue to Landowner by reason of this agreement, the rights of landowner being fully contained herein, and landowner does hereby waive any other claims he may have. It is further understood and agreed that nothing in this agreement shall constitute a dedication or assignment to Landowner by District of the District's facilities and the rights of the District therein.

9. It is fully understood and agreed by the parties hereto that under no circumstances of whatsoever kind or nature shall the District at any time agree to the transportation of storage water for use by the Landowner on lands that are not within the District.

10. Landowner covenants and agrees that the transportation loss in the transportation of Landowner's water under this agreement shall be the actual transportation loss at such times as the only water being transported in the District's moore Canal is the water of Landowner. In the event other water is being transported in the District's moore Canal at a time that water is being transported for Landowner by District under this agreement, the transportation loss in the transporting of Landowner's water shall be the actual transportation loss of water diverted in the District's moore Canal by Landowner. Transportation loss may be adjusted from time to time during the term of this agreement when it is determined by the district that the actual loss is greater or less than herein provided.

11. Landowner does hereby grant to the District the right of a designated employee of the District to go upon the real property of Landowner to be irrigated with the water transported under this Agreement, for the purposes of confirming the place of use of said water being transported under this agreement and the number of irrigable acres to which said water is or can be applied.

12. Any breach of any of the covenants or conditions contained herein shall constitute a material breach of this agreement and a default hereunder. Upon such default occurring, the non-defaulting party may terminate this agreement, upon giving the defaulting party ten (10) days written notice of said default.

13. This agreement shall be for term of twenty (20) years, beginning the ___ day of ___ 19___, and shall remain in full force and effect until the ___ day of ___ 1, 20___, unless terminated as herein provided.

14. Landowner agrees that no assignment or other transfer of this agreement may be made except for security purposes. In the event Landowner desires to assign this agreement to a lending institution as security for a farm loan, the District hereby agrees

to give its written consent upon ten (10) days written notice of said assignment. In the event Landowner desires to assign this agreement to a lending institution as security for a farm loan, the District hereby agrees to give its written consent upon ten (10) days written notice of said assignment. In the event said assignment is consented to by the District, Landowner agrees to continue to remain responsible and obligated under all of the terms, covenants and conditions of this agreement, and the assignee shall be bound by the terms hereof.

15. In the event District is required to file suit to collect the sums agreed to be paid by Landowner to District under this agreement, or to remedy any other breach of this agreement or to terminate this agreement, Landowner agrees to pay the District's costs and attorney fees incurred in said preceding.

16. This document constitutes the full agreement of the parties hereto, and no amendments or changes hereto may be made unless in writing and duly signed by each of the parties hereto.

17. Landowners agrees that all water transported shall be delivered pursuant to a water right appurtenant to the place of use and shall only be delivered to such places and in such amounts as authorized by water rights recognized by the State of Idaho Department of Water Resources.

IN WITNESS WHEREOF, the parties have hereto set their hands the day and year first above written.

BIG LOST RIVER IRRIGATION
DISTRICT

By: M. Todd Perkes
Chairman of the Board

ATTEST:

[Signature]
Secretary

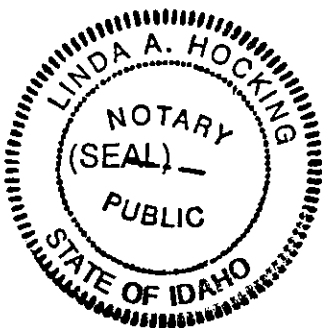
LANDOWNER

Alan M. Lanna Jr.
Kurt N. [Signature]

STATE OF IDAHO)
County of Custer) ss.
)

On this 10th day of December, 1999,
before me the undersigned Notary Public in and for said State, personally appeared
Lynn Rothwell and Todd Perkes, known to me to be
the Chairman of the Board and Secretary of Big Lost River Irrigation District,
respectively, and acknowledged to me that they executed the same on behalf of said
irrigation district.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my
official seal, the day and year in this certificate first above written.



Linda A. Hocking
Notary Public of Idaho
Residing at: Mackay, ID
My Commission Expires: 7-18-2006

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS

In Re SRBA

Case No. 39576

PARTIAL DECREE PURSUANT TO
I.R.C.P. 54(b) FOR

Water Right 34-023308

1999 FEB 19 PM 4:02

DISTRICT COURT-SRBA
TWIN FALLS CO, IDAHO
FILED

NAME AND ADDRESS:

EVERETT T ACOR JR.
ROUTE 1 BOX 13
MOORE, ID 83255

SOURCE:

GROUNDWATER

QUANTITY:

1.75 CFS

USE OF THIS RIGHT WITH THE RIGHTS LISTED BELOW IS LIMITED TO A
TOTAL COMBINED ANNUAL DIVERSION VOLUME OF 8087.5 AF IN A SINGLE
IRRIGATION SEASON. COMBINED RIGHT NOS. 34-12376, 34-02426C,
34-07080B, 34-07121A, 34-07121D, 34-07092, 34-07179, 34-07071,
AND 34-07120.

PRIORITY DATE:

06/01/1977

POINT OF DIVERSION:

T05N R26E S29

SENWSE

Within Butte County

PURPOSE AND
PERIOD OF USE:

PURPOSE OF USE
Irrigation

PERIOD OF USE
04-15 TO 10-15

QUANTITY
1.75 CFS

PLACE OF USE:

Irrigation

T03N R25E S12

Within Butte County

R26E S17

S18

T04N R25E S35

S36

2025.0 Acres Total

SENE 39.0	NENE 39.0
SWNE 40.0	SWSE 36.0
SESE 36.0	SENW 40.0
NWNW 40.0	NESW 31.0
NWSW 32.0	SWSW 31.0
SESW 32.0	NWNE 40.0
NENW 40.0	NESE 39.0
SWNW 40.0	NWSE 40.0
NWNW 39.0	SWNW 13.0
NENE 11.0	NWNE 25.0
NENW 37.0	SENW 5.0
NENE 35.0	SENW 40.0
NESW 17.0	NWSE 2.0
SWNE 36.0	SENE 25.0
NENW 38.0	NWNW 26.0
SWNW 37.0	NWNE 39.0
NWSW 10.0	
NWNE 40.0	NENE 40.0
SWNE 40.0	SENE 40.0
NESW 20.0	SESW 20.0
NESE 40.0	NWSE 40.0
SWSE 40.0	SESE 40.0
SWNW 40.0	NENW 40.0
SENW 40.0	NWSW 40.0
SWSW 40.0	SESW 40.0
NWSE 40.0	SWSE 40.0
SESE 39.0	NWNE 40.0
SENE 39.0	NWNW 40.0
SWNE 40.0	NESW 40.0
NENE 38.0	NESE 39.0

USE OF THIS RIGHT WITH THE RIGHTS LISTED BELOW IS LIMITED TO
THE IRRIGATION OF A COMBINED TOTAL OF 2307 ACRES IN A SINGLE
IRRIGATION SEASON. COMBINED RIGHT NOS.: 34-12376, 34-02426C,

SRBA Partial Decree Pursuant to I.R.C.P. 54(b) (continued)

PLACE OF USE (continued)

34-070808, 34-07121A, 34-07121B, 34-07092, 34-07179, 34-07077,
34-07120, 34-00618, 34-00692C, 34-00256 AND 34-00416.
THIS RIGHT IS LIMITED TO THE IRRIGATION OF 122.5 ACRES WITHIN
THE PLACE OF USE DESCRIBED ABOVE IN A SINGLE IRRIGATION SEASON.

RULE 54(b) CERTIFICATE

With respect to the issues determined by the above judgment or order, it is hereby CERTIFIED, in accordance with Rule 54(b), I.R.C.P., that the court has determined that there is no just reason for delay of the entry of a final judgment and that the court has and does hereby direct that the above judgment or order shall be a final judgment upon which execution may issue and an appeal may be taken as provided by the Idaho Appellate Rules.

RECOMMENDATION

FEB 19 1999

Stacy Schuch
SPECIAL MASTER

Barry Wood
Administrative District Judge
Interim Presiding Judge of the
Snake River Basin Adjudication

WATER PUMPING AND TRANSPORT AGREEMENT

Mike/ser Properties

THIS AGREEMENT, made and entered into this 11th day of Dec., 1999, by and between ~~Alan M. Hammer~~ *Kurt R. Aluc*, hereinafter referred to as "Landowner" of Shelley, County of Bingham, State of Idaho and Big Lost River Irrigation District, an irrigation district duly organized under the laws of State of Idaho, hereinafter referred to as "District", with its principal office in Mackay, Custer County, State of Idaho.

WITNESSETH:

WHEREAS, Landowner is the owner of certain real property located outside the boundaries of the District, described as follows, to-wit:

TOWNSHIP	RANGE	SECTION	1/4 OF 1/4	LOT	USE	ACRES
----------	-------	---------	------------	-----	-----	-------

See Attached

Containing 2025 irrigable acres; and,

WHEREAS, landowner has certain groundwater/surface water rights appurtenant to the above-described real property, which rights are described as follows, to-wit:

License No: 34-07120
Date of Priority: 12-17-1975
Rate of Diversion: 2.00 cfs
Point of Diversion: T05N R26E
Sec 21 NWNWNN
Acres irrigable under said right: 2025

WHEREAS, Landowner desires the District to transport water diverted under the above-described right through an existing canal of District for use on the lands of Landowner above-described; and,

WHEREAS, the District is the owner of a canal known as the moore canal, being a part of the facilities of the District used for the delivery of decreed flows of Big Lost River of Landowners and storage water of the District for the irrigation of lands within the District; and,

WHEREAS, the District has, from time to time additional capacity within said canal that could be used for the delivery of water to landowners outside of the District; and,

WHEREAS, Landowner desires the District to transport water diverted

under the above-described right into the District's moore Canal to a point

described as follows, to-wit: NW 1/4 NE 1/4 NE 1/4 of Section 18, Township 4 North, Range 26 E.B.M., and 1/4 1/4 1/4 of Section , Township North, Range E.B. M., which point shall be known as the point of delivery by the District to Landowner of said transported water, for use by Landowner on the lands above-described.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties do hereby agree:

1. District will transport groundwater of the Landowner diverted into the District's canal in the NW 1/4 NW 1/4 NW 1/4 of Section 21, Township 5 North, Range 26 E.B.M., and 1/4 1/4 1/4 of Section , Township North, Range E.B. M., to the point of delivery from the District to Landowner, not-to-exceed the rate of diversion provided in Landowner's water right hereinabove described and actually diverted into the District's canal, less losses for seepage and evaporation as hereinafter provided, for the irrigation of Landowner's lands above described.

2. Landowner shall construct and maintain at their own expense, any additional ditches, structures, or other water conveyance facilities necessary for the conveyance of water from the District's canal to the Landowner's place of use that may be required for the delivery of said water from the District's canal to Landowner's place of use, and District assumes no responsibilities of whatsoever kind or nature for said water after it leaves the District's canal at the point of delivery above-described to Landowner. Landowner further hereby agrees to hold District harmless from all claims of whatsoever kind or nature arising from the transportation and use of said water by Landowner from the point of delivery from the District's canal.

3. The obligations of the District to transport water for Landowner under this agreement and the right of the Landowner to have water transported by the District under this agreement is subordinate to the obligations of the District to transport water within its distribution system for the irrigation of lands within the District and is conditioned upon there being sufficient additional capacity in the more Canal of the District over and above the capacity required for the delivery of water by the District to lands within the District. The determination of the availability of additional capacity in the District's more Canal shall be determined by the District, and its determination shall be binding upon the parties to this agreement. In the event it is determined by the District that there is not sufficient additional capacity in the District's canal for the transportation of water under this agreement, no further transportation of water under this agreement shall be made by the District until such time as it is determined by the District that there is sufficient capacity in said canal to transport water under this agreement. In the event the transportation of water is curtailed under this agreement for the reason that there is a lack of capacity in the canal of the District, this agreement may be terminated at the request of Landowner at the end of the irrigation season in which said lack of capacity occurs.

4. Landowner shall construct and maintain at his sole cost and expense, all pipelines, pumps, headgates, measuring devices or structures, and other structures or other improvements necessary to divert water into the District's canal and to redivert said water, less transportation losses, from the District's canal.

5. Landowner shall be required to provide and maintain adequate devices to measure and diversion of water into the District's more Canal and the volume of water to be diverted by the District from its more Canal to Landowner at all times during the term of this agreement. Under no condition shall Landowner be entitled to have diverted to him by the District from the District's canal under this agreement a quantity of water in excess of the quantity of water actually diverted into the said canal by Landowner under the terms hereof, less the transportation losses attributed to the transportation of said water by the District. No water may be diverted into the District's more Canal by Landowner or diverted from the District's more Canal by the District to the Landowner under this agreement without the Landowner first providing to the District twenty-four (24) hours notice in advance as to the intent of the Landowner to divert water into the District's canal under this agreement and the amount to be diverted therein by Landowner. Landowner shall also notify the District immediately upon discovering that the diversion by the Landowner of water into the District's canal has been terminated or reduced for whatsoever reason, whether or not under the control of Landowner. Landowner shall also notify the District twenty-four (24) hours in advance of any voluntary cessation of diversion into the District's canal by Landowner.

6. Water transportation for Landowner by the District under this agreement shall be limited to those periods of time in which the District is delivering water through its facilities for the irrigation of lands within the District.

7. For and in consideration of the transportation of Landowner's water by the District under the terms of this agreement, Landowner does hereby agree to pay to the District an annual fee, which will include the appropriate ditchrider fee and an operation and maintenance assessment equal to the operation and maintenance assessment of the District on Class one (1) lands within the District. The operation and maintenance portions shall be based upon an assessment of the benefit received. Charges will be set against all lands benefited hereby proportionately. Since all charges, including operation and maintenance are based on the number of irrigated acres, Cannon shall notify the District of the number of acres that have been irrigated by you with said waters each year. On or before April 1 of each year, the District shall advise Landowner in writing as to the annual fee due for that year, which transportation fee must be paid by Landowner on or before the 1st of May of each year. Failure of the Landowner to pay the annual transportation fee under this agreement, when due, whether or not water is delivered or is to be delivered to the District by Landowner for transportation by the District, shall constitute a substantial breach of this agreement and the agreement may be terminated by the District, without further notice

to the Landowner. Any transportation fee not paid when due shall bear a penalty of two percent (2%) and interest at the rate of one percent (1%) per month from the due date until paid.

8. No water rights, transmission rights, or ditch rights in the facilities of the District shall accrue to Landowner by reason of this agreement, the rights of landowner being fully contained herein, and landowner does hereby waive any other claims he may have. It is further understood and agreed that nothing in this agreement shall constitute a dedication or assignment to Landowner by District of the District's facilities and the rights of the District therein.

9. It is fully understood and agreed by the parties hereto that under no circumstances of whatsoever kind or nature shall the District at any time agree to the transportation of storage water for use by the Landowner on lands that are not within the District.

10. Landowner covenants and agrees that the transportation loss in the transportation of Landowner's water under this agreement shall be the actual transportation loss at such times as the only water being transported in the District's Moore Canal is the water of Landowner. In the event other water is being transported in the District's Moore Canal at a time that water is being transported for Landowner by District under this agreement, the transportation loss in the transporting of Landowner's water shall be the actual transportation loss of water diverted in the District's Moore Canal by Landowner. Transportation loss may be adjusted from time to time during the term of this agreement when it is determined by the district that the actual loss is greater or less than herein provided.

11. Landowner does hereby grant to the District the right of a designated employee of the District to go upon the real property of Landowner to be irrigated with the water transported under this Agreement, for the purposes of confirming the place of use of said water being transported under this agreement and the number of irrigable acres to which said water is or can be applied.

12. Any breach of any of the covenants or conditions contained herein shall constitute a material breach of this agreement and a default hereunder. Upon such default occurring, the non-defaulting party may terminate this agreement, upon giving the defaulting party ten (10) days written notice of said default.

13. This agreement shall be for term of twenty (20) years, beginning the 10th day of Dec. 1999, and shall remain in full force and effect until the 10th day of Dec., 2020, unless terminated as herein provided.

14. Landowner agrees that no assignment or other transfer of this agreement may be made except for security purposes. In the event Landowner desires to assign this agreement to a lending institution as security for a farm loan, the District hereby agrees

to give its written consent upon ten (10) days written notice of said assignment. In the event Landowner desires to assign this agreement to a lending institution as security for a farm loan, the District hereby agrees to give its written consent upon ten (10) days written notice of said assignment. In the event said assignment is consented to by the District, Landowner agrees to continue to remain responsible and obligated under all of the terms, covenants and conditions of this agreement, and the assignee shall be bound by the terms hereof.

15. In the event District is required to file suit to collect the sums agreed to be paid by Landowner to District under this agreement, or to remedy any other breach of this agreement or to terminate this agreement, Landowner agrees to pay the District's costs and attorney fees incurred in said preceding.

16. This document constitutes the full agreement of the parties hereto, and no amendments or changes hereto may be made unless in writing and duly signed by each of the parties hereto.

17. Landowners agrees that all water transported shall be delivered pursuant to a water right appurtenant to the place of use and shall only be delivered to such places and in such amounts as authorized by water rights recognized by the State of Idaho Department of Water Resources.

IN WITNESS WHEREOF, the parties have hereto set their hands the day and year first above written.

BIG LOST RIVER IRRIGATION
DISTRICT

By: M. Todd Perkes
Chairman of the Board

ATTEST:

[Signature]
Secretary

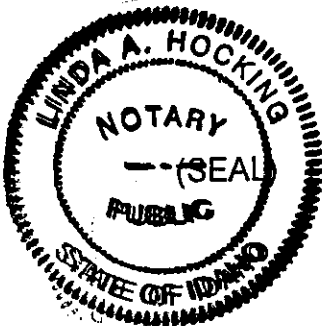
LANDOWNER

Alan M. Cannady
Kurt W. [Signature]

STATE OF IDAHO)
County of Custer) ss.

On this 16th day of December, 19 99,
before me the undersigned Notary Public in and for said State, personally appeared
Symon Rothwell and Todd Perkes, known to me to be
the Chairman of the Board and Secretary of Big Lost River Irrigation District,
respectively, and acknowledged to me that they executed the same on behalf of said
irrigation district.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my
official seal, the day and year in this certificate first above written.



Linda A. Hocking
Notary Public of Idaho,
Residing at: Mackay, ID
My Commission Expires: 7-18-2006

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS

In Re SRBA

Case No. 39576

PARTIAL DECREE PURSUANT TO
I.R.C.P. 54(b) FOR

Water Right 34-07120

1999 FEB 19 PM 3:46

DISTRICT COURT-SRBA
TWIN FALLS CO., IDAHO
FILED _____

NAME AND ADDRESS: KURT P. ACOR
PO BOX 630
MOORE, ID 83255

SOURCE: GROUNDWATER

QUANTITY: 2.00 CFS

USE OF THIS RIGHT WITH THE RIGHTS LISTED BELOW IS LIMITED TO A
TOTAL COMBINED ANNUAL DIVERSION VOLUME OF 8087.5 AF IN A SINGLE
IRRIGATION SEASON. COMBINED RIGHT NOS. 34-12376, 34-02426C,
34-07080B, 34-07121A, 34-07121B, 34-07092, 34-07179, 34-07077,
AND 34-02330B.

THIS RIGHT AND RIGHT NO. 34-07077 ARE LIMITED TO A TOTAL
COMBINED RATE OF DIVERSION OF 9.26 CFS.

PRIORITY DATE: 12/17/1975

POINT OF DIVERSION: T05N R26E S21 NWNWNW Within Butte County

PURPOSE AND PERIOD OF USE:	PURPOSE OF USE	PERIOD OF USE	QUANTITY
	Irrigation	04-15 TO 10-15	2.00 CFS

PLACE OF USE:	Irrigation		Within Butte County
T03N R25E S12	SENE 39.0		NENE 39.0
	SWNE 40.0		NWSE 40.0
	SENE 40.0		NWNW 40.0
	SWSE 36.0		NESW 31.0
	NWSW 32.0		SWSW 31.0
	SESW 32.0		NWNE 40.0
	NENW 40.0		NESE 39.0
	SWNW 40.0		SESE 36.0
R26E S17	NWNE 25.0		NENW 37.0
	NWNW 39.0		SENE 5.0
	SWNW 13.0		NENE 11.0
S18	NENE 35.0		NWNE 39.0
	SWNE 36.0		SENE 25.0
	NENW 38.0		SWNW 37.0
	SENE 40.0		NESW 17.0
	NWSW 10.0		NWSE 2.0
	NWNW 26.0		
T04N R25E S35	SWNE 40.0		NWSE 40.0
	SENE 40.0		NESW 20.0
	SESW 20.0		NESE 40.0
	NENE 40.0		NWNE 40.0
	SWSE 40.0		SESE 40.0
S36	SESE 39.0		SWNE 40.0
	NWSW 40.0		SWSW 40.0
	SESW 40.0		NWNE 40.0
	SENE 39.0		NWNW 40.0
	NENE 38.0		NENW 40.0
	SENE 40.0		NWSE 40.0
	SWSE 40.0		NESW 40.0
	NESE 39.0		SWNW 40.0
2025.0 Acres Total			

USE OF THIS RIGHT WITH THE RIGHTS LISTED BELOW IS LIMITED TO

SRBA Partial Decree Pursuant to I.R.C.P. 54(b) (continued)

PLACE OF USE (continued)

THE IRRIGATION OF A COMBINED TOTAL OF 2307 ACRES IN A SINGLE IRRIGATION SEASON. COMBINED RIGHT NOS.: 34-12376, 34-02426C, 34-07080B, 34-07121A, 34-07121B, 34-07092, 34-07179, 34-07077, 34-02330B, 34-00618, 34-00692C, 34-00256 AND 34-00416.

THIS RIGHT IS LIMITED TO THE IRRIGATION OF 180 ACRES WITHIN THE PLACE OF USE DESCRIBED ABOVE IN A SINGLE IRRIGATION SEASON.

RULE 54(b) CERTIFICATE

With respect to the issues determined by the above judgment or order, it is hereby CERTIFIED, in accordance with Rule 54(b), I.R.C.P., that the court has determined that there is no just reason for delay of the entry of a final judgment and that the court has and does hereby direct that the above judgment or order shall be a final judgment upon which execution may issue and an appeal may be taken as provided by the Idaho Appellate Rules.

RECOMMENDATION

FEB 19 1999

[Signature]
SPECIAL MASTER

Barry Wood
Administrative District Judge
Interim Presiding Judge of the
Snake River Basin Adjudication

WATER PUMPING AND TRANSPORT AGREEMENT

Mickelsen Properties
THIS AGREEMENT, made and entered into this 10th day of Dec., 1999, by and between Alan H. Mickelsen, hereinafter referred to as "Landowner" of Shelby, County of Bingham, State of Idaho and Big Lost River Irrigation District, an irrigation district duly organized under the laws of State of Idaho, hereinafter referred to as "District", with its principal office in Mackay, Custer County, State of Idaho.

WITNESSETH:

WHEREAS, Landowner is the owner of certain real property located outside the boundaries of the District, described as follows, to-wit:

TOWNSHIP	RANGE	SECTION	1/4 OF 1/4	LOT	USE	ACRES
<i>See attached</i>						

Containing 2025 irrigable acres; and,

WHEREAS, landowner has certain groundwater/surface water rights appurtenant to the above-described real property, which rights are described as follows, to-wit:

License No: 34-00618
Date of Priority: 9-1-1884
Rate of Diversion: 3.20 cfs
Point of Diversion: TOSN R26E
SEC 04, NESESE
Acres irrigable under said right: 2025

WHEREAS, Landowner desires the District to transport water diverted under the above-described right through an existing canal of District for use on the lands of Landowner above-described; and,

WHEREAS, the District is the owner of a canal known as the moore canal, being a part of the facilities of the District used for the delivery of decreed flows of Big Lost River of Landowners and storage water of the District for the irrigation of lands within the District; and,

WHEREAS, the District has, from time to time additional capacity within said canal that could be used for the delivery of water to landowners outside of the District; and,

WHEREAS, Landowner desires the District to transport water diverted

under the above-described right into the District's moore Canal to a point

4. Landowner shall construct and maintain at his sole cost and expense, all pipelines, pumps, headgates, measuring devices or structures, and other structures or other improvements necessary to divert water into the District's canal and to redivert said water, less transportation losses, from the District's canal.

5. Landowner shall be required to provide and maintain adequate devices to measure and diversion of water into the District's moore Canal and the volume of water to be diverted by the District from its moore Canal to Landowner at all times during the term of this agreement. Under no condition shall Landowner be entitled to have diverted to him by the District from the District's canal under this agreement a quantity of water in excess of the quantity of water actually diverted into the said canal by Landowner under the terms hereof, less the transportation losses attributed to the transportation of said water by the District. No water may be diverted into the District's moore Canal by Landowner or diverted from the District's moore Canal by the District to the Landowner under this agreement without the Landowner first providing to the District twenty-four (24) hours notice in advance as to the intent of the Landowner to divert water into the District's canal under this agreement and the amount to be diverted therein by Landowner. Landowner shall also notify the District immediately upon discovering that the diversion by the Landowner of water into the District's canal has been terminated or reduced for whatsoever reason, whether or not under the control of Landowner. Landowner shall also notify the District twenty-four (24) hours in advance of any voluntary cessation of diversion into the District's canal by Landowner.

6. Water transportation for Landowner by the District under this agreement shall be limited to those periods of time in which the District is delivering water through its facilities for the irrigation of lands within the District.

7. For and in consideration of the transportation of Landowner's water by the District under the terms of this agreement, Landowner does hereby agree to pay to the District an annual fee, which will include the appropriate ditchrider fee and an operation and maintenance assessment equal to the operation and maintenance assessment of the District on Class one (1) lands within the District. The operation and maintenance portions shall be based upon an assessment of the benefit received. Charges will be set against all lands benefited hereby proportionately. Since all charges, including operation and maintenance are based on the number of irrigated acres, Cannon shall notify the District of the number of acres that have been irrigated by you with said waters each year. On or before April 1 of each year, the District shall advise Landowner in writing as to the annual fee due for that year, which transportation fee must be paid by Landowner on or before the 1st of May of each year. Failure of the Landowner to pay the annual transportation fee under this agreement, when due, whether or not water is delivered or is to be delivered to the District by Landowner for transportation by the District, shall constitute a substantial breach of this agreement and the agreement may be terminated by the District, without further notice

to the Landowner. Any transportation fee not paid when due shall bear a penalty of two percent (2%) and interest at the rate of one percent (1%) per month from the due date until paid.

8. No water rights, transmission rights, or ditch rights in the facilities of the District shall accrue to Landowner by reason of this agreement, the rights of landowner being fully contained herein, and landowner does hereby waive any other claims he may have. It is further understood and agreed that nothing in this agreement shall constitute a dedication or assignment to Landowner by District of the District's facilities and the rights of the District therein.

9. It is fully understood and agreed by the parties hereto that under no circumstances of whatsoever kind or nature shall the District at any time agree to the transportation of storage water for use by the Landowner on lands that are not within the District.

10. Landowner covenants and agrees that the transportation loss in the transportation of Landowner's water under this agreement shall be the actual transportation loss at such times as the only water being transported in the District's moore Canal is the water of Landowner. In the event other water is being transported in the District's moore Canal at a time that water is being transported for Landowner by District under this agreement, the transportation loss in the transporting of Landowner's water shall be the actual transportation loss of water diverted in the District's moore Canal by Landowner. Transportation loss may be adjusted from time to time during the term of this agreement when it is determined by the district that the actual loss is greater or less than herein provided.

11. Landowner does hereby grant to the District the right of a designated employee of the District to go upon the real property of Landowner to be irrigated with the water transported under this Agreement, for the purposes of confirming the place of use of said water being transported under this agreement and the number of irrigable acres to which said water is or can be applied.

12. Any breach of any of the covenants or conditions contained herein shall constitute a material breach of this agreement and a default hereunder. Upon such default occurring, the non-defaulting party may terminate this agreement, upon giving the defaulting party ten (10) days written notice of said default.

13. This agreement shall be for term of twenty (20) years, beginning the 10th day of Dec, 1999, and shall remain in full force and effect until the 10th day of Dec, 2020, unless terminated as herein provided.

14. Landowner agrees that no assignment or other transfer of this agreement may be made except for security purposes. In the event Landowner desires to assign this agreement to a lending institution as security for a farm loan, the District hereby agrees

to give its written consent upon ten (10) days written notice of said assignment. In the event Landowner desires to assign this agreement to a lending institution as security for a farm loan, the District hereby agrees to give its written consent upon ten (10) days written notice of said assignment. In the event said assignment is consented to by the District, Landowner agrees to continue to remain responsible and obligated under all of the terms, covenants and conditions of this agreement, and the assignee shall be bound by the terms hereof.

15. In the event District is required to file suit to collect the sums agreed to be paid by Landowner to District under this agreement, or to remedy any other breach of this agreement or to terminate this agreement, Landowner agrees to pay the District's costs and attorney fees incurred in said preceding.

16. This document constitutes the full agreement of the parties hereto, and no amendments or changes hereto may be made unless in writing and duly signed by each of the parties hereto.

17. Landowners agrees that all water transported shall be delivered pursuant to a water right appurtenant to the place of use and shall only be delivered to such places and in such amounts as authorized by water rights recognized by the State of Idaho Department of Water Resources.

IN WITNESS WHEREOF, the parties have hereto set their hands the day and year first above written.

BIG LOST RIVER IRRIGATION
DISTRICT

By: M. Todd Perkes
Chairman of the Board

ATTEST:

[Signature]
Secretary

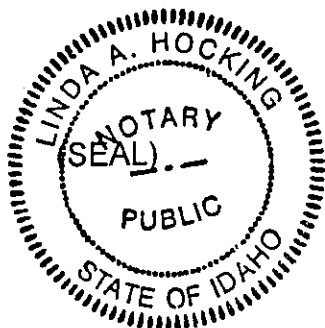
LANDOWNER

Alan M. Cannon
Kurt Mc...

STATE OF IDAHO)
) ss.
County of Custer)

On this 10th day of December, 1999,
before me the undersigned Notary Public in and for said State, personally appeared
Lynn Rothwell and Todd Perkes, known to me to be
the Chairman of the Board and Secretary of Big Lost River Irrigation District,
respectively, and acknowledged to me that they executed the same on behalf of said
irrigation district.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my
official seal, the day and year in this certificate first above written.



Linda A. Hocking
Notary Public of Idaho
Residing at: Mackay, ID
My Commission Expires: 7-18-2006

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS

In Re SRBA

Case No. 39576

PARTIAL DECREE PURSUANT TO
I.R.C.P. 54(b) FOR

Water Right 34-00618

1999 FEB 19 PM 4:02

DISTRICT COURT-SRBA
TWIN FALLS, IDAHO
FILED

NAME AND ADDRESS:

EVERETT T ACOR JR.
ROUTE 1 BOX 13
MOORE, ID 83255

SOURCE:

BIG LOST RIVER

TRIBUTARY: SINKS

QUANTITY:

3.20 CFS

PRIORITY DATE:

09/01/1884

POINT OF DIVERSION:

T05N R26E S04

NESESE

Within Butte County

PURPOSE AND

PERIOD OF USE:

PURPOSE OF USE
IrrigationPERIOD OF USE
05-01 TO 10-15QUANTITY
3.20 CFS

PLACE OF USE:

Irrigation

T04N R26E S04 LOT 02 (NWNE)36.0
SENE 32.0

Within Butte County

SWNE 36.0

LOT 01 (NENE)35.0

139.0 Acres Total

USE OF THIS RIGHT WITH THE RIGHTS LISTED BELOW IS LIMITED TO
THE IRRIGATION OF A COMBINED TOTAL OF 2307 ACRES IN A SINGLE
IRRIGATION SEASON. COMBINED RIGHT NOS.: 34-12376, 34-02426C,
34-07080B, 34-07121A, 34-07121B, 34-07092, 34-07179, 34-07077,
34-07120, 34-02330B, 34-00892C, 34-00256 AND 34-00416.

RULE 54(b) CERTIFICATE

With respect to the issues determined by the above judgment or order, it is hereby CERTIFIED, in accordance with Rule 54(b), I.R.C.P., that the court has determined that there is no just reason for delay of the entry of a final judgment and that the court has and does hereby direct that the above judgment or order shall be a final judgment upon which execution may issue and an appeal may be taken as provided by the Idaho Appellate Rules.

RECOMMENDATION

FEB 19 1999

SPECIAL MASTER

Barry Wood
Administrative District Judge
Interim Presiding Judge of the
Snake River Basin Adjudication

WATER PUMPING AND TRANSPORT AGREEMENT

Mickelsen Properties
THIS AGREEMENT, made and entered into this 10 day of Dec., 1999, by and between Alan M. Cannon, Jr., hereinafter referred to as "Landowner" of Stellay, County of Bingham, State of Idaho and Big Lost River Irrigation District, an irrigation district duly organized under the laws of State of Idaho, hereinafter referred to as "District", with its principal office in Mackay, Custer County, State of Idaho.

WITNESSETH:

WHEREAS, Landowner is the owner of certain real property located outside the boundaries of the District, described as follows, to-wit:

TOWNSHIP	RANGE	SECTION	1/4 OF 1/4	LOT	USE	ACRES
<i>See Attached</i>						

Containing 3025 irrigable acres; and,

WHEREAS, landowner has certain groundwater/surface water rights appurtenant to the above-described real property, which rights are described as follows, to-wit:

License No: 34-07077
Date of Priority: 9-05-1974
Rate of Diversion: 8.00 cfs
Point of Diversion: TOWNSHIP 26E
SEC 21 1/4 NW 1/4
Acres irrigable under said right: 2025

WHEREAS, Landowner desires the District to transport water diverted under the above-described right through an existing canal of District for use on the lands of Landowner above-described; and,

WHEREAS, the District is the owner of a canal known as the moore canal, being a part of the facilities of the District used for the delivery of decreed flows of Big Lost River of Landowners and storage water of the District for the irrigation of lands within the District; and,

WHEREAS, the District has, from time to time additional capacity within said canal that could be used for the delivery of water to landowners outside of the District; and,

WHEREAS, Landowner desires the District to transport water diverted under the above-described right into the District's moore Canal to a point

described as follows, to-wit: NW 1/4 NE 1/4 NE 1/4 of Section 8, Township 4 North, Range 26 E.B.M., and 1/4 1/4 1/4 of Section , Township North, Range E.B. M., which point shall be known as the point of delivery by the District to Landowner of said transported water, for use by Landowner on the lands above-described.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties do hereby agree:

1. District will transport groundwater of the Landowner diverted into the District's canal in the NW 1/4 NW 1/4 NW 1/4 of Section 24, Township 5 North, Range 26 E.B.M., and 1/4 1/4 1/4 of Section , Township North, Range E.B. M., to the point of delivery from the District to Landowner, not-to-exceed the rate of diversion provided in Landowner's water right hereinabove described and actually diverted into the District's canal, less losses for seepage and evaporation as hereinafter provided, for the irrigation of Landowner's lands above described.
2. Landowner shall construct and maintain at their own expense, any additional ditches, structures, or other water conveyance facilities necessary for the conveyance of water from the District's canal to the Landowner's place of use that may be required for the delivery of said water from the District's canal to Landowner's place of use, and District assumes no responsibilities of whatsoever kind or nature for said water after it leaves the District's canal at the point of delivery above-described to Landowner. Landowner further hereby agrees to hold District harmless from all claims of whatsoever kind or nature arising from the transportation and use of said water by Landowner from the point of delivery from the District's canal.
3. The obligations of the District to transport water for Landowner under this agreement and the right of the Landowner to have water transported by the District under this agreement is subordinate to the obligations of the District to transport water within its distribution system for the irrigation of lands within the District and is conditioned upon there being sufficient additional capacity in the North Canal of the District over and above the capacity required for the delivery of water by the District to lands within the District. The determination of the availability of additional capacity in the District's North Canal shall be determined by the District, and its determination shall be binding upon the parties to this agreement. In the event it is determined by the District that there is not sufficient additional capacity in the District's canal for the transportation of water under this agreement, no further transportation of water under this agreement shall be made by the District until such time as it is determined by the District that there is sufficient capacity in said canal to transport water under this agreement. In the event the transportation of water is curtailed under this agreement for the reason that there is a lack of capacity in the canal of the District, this agreement may be terminated at the request of Landowner at the end of the irrigation season in which said lack of capacity occurs.

4. Landowner shall construct and maintain at his sole cost and expense, all pipelines, pumps, headgates, measuring devices or structures, and other structures or other improvements necessary to divert water into the District's canal and to red divert said water, less transportation losses, from the District's canal.

5. Landowner shall be required to provide and maintain adequate devices to measure and diversion of water into the District's more Canal and the volume of water to be diverted by the District from its more Canal to Landowner at all times during the term of this agreement. Under no condition shall Landowner be entitled to have diverted to him by the District from the District's canal under this agreement a quantity of water in excess of the quantity of water actually diverted into the said canal by Landowner under the terms hereof, less the transportation losses attributed to the transportation of said water by the District. No water may be diverted into the District's more Canal by Landowner or diverted from the District's more Canal by the District to the Landowner under this agreement without the Landowner first providing to the District twenty-four (24) hours notice in advance as to the intent of the Landowner to divert water into the District's canal under this agreement and the amount to be diverted therein by Landowner. Landowner shall also notify the District immediately upon discovering that the diversion by the Landowner of water into the District's canal has been terminated or reduced for whatsoever reason, whether or not under the control of Landowner. Landowner shall also notify the District twenty-four (24) hours in advance of any voluntary cessation of diversion into the District's canal by Landowner.

6. Water transportation for Landowner by the District under this agreement shall be limited to those periods of time in which the District is delivering water through its facilities for the irrigation of lands within the District.

7. For and in consideration of the transportation of Landowner's water by the District under the terms of this agreement, Landowner does hereby agree to pay to the District an annual fee, which will include the appropriate ditchrider fee and an operation and maintenance assessment equal to the operation and maintenance assessment of the District on Class one (1) lands within the District. The operation and maintenance portions shall be based upon an assessment of the benefit received. Charges will be set against all lands benefited hereby proportionately. Since all charges, including operation and maintenance are based on the number of irrigated acres, Lannen shall notify the District of the number of acres that have been irrigated by you with said waters each year. On or before April 1 of each year, the District shall advise Landowner in writing as to the annual fee due for that year, which transportation fee must be paid by Landowner on or before the 1st of May of each year. Failure of the Landowner to pay the annual transportation fee under this agreement, when due, whether or not water is delivered or is to be delivered to the District by Landowner for transportation by the District, shall constitute a substantial breach of this agreement and the agreement may be terminated by the District, without further notice

to the Landowner. Any transportation fee not paid when due shall bear a penalty of two percent (2%) and interest at the rate of one percent (1%) per month from the due date until paid.

8. No water rights, transmission rights, or ditch rights in the facilities of the District shall accrue to Landowner by reason of this agreement, the rights of landowner being fully contained herein, and landowner does hereby waive any other claims he may have. It is further understood and agreed that nothing in this agreement shall constitute a dedication or assignment to Landowner by District of the District's facilities and the rights of the District therein.

9. It is fully understood and agreed by the parties hereto that under no circumstances of whatsoever kind or nature shall the District at any time agree to the transportation of storage water for use by the Landowner on lands that are not within the District.

10. Landowner covenants and agrees that the transportation loss in the transportation of Landowner's water under this agreement shall be the actual transportation loss at such times as the only water being transported in the District's MOORE Canal is the water of Landowner. In the event other water is being transported in the District's MOORE Canal at a time that water is being transported for Landowner by District under this agreement, the transportation loss in the transporting of Landowner's water shall be the actual transportation loss of water diverted in the District's MOORE Canal by Landowner. Transportation loss may be adjusted from time to time during the term of this agreement when it is determined by the district that the actual loss is greater or less than herein provided.

11. Landowner does hereby grant to the District the right of a designated employee of the District to go upon the real property of Landowner to be irrigated with the water transported under this Agreement, for the purposes of confirming the place of use of said water being transported under this agreement and the number of irrigable acres to which said water is or can be applied.

12. Any breach of any of the covenants or conditions contained herein shall constitute a material breach of this agreement and a default hereunder. Upon such default occurring, the non-defaulting party may terminate this agreement, upon giving the defaulting party ten (10) days written notice of said default.

13. This agreement shall be for term of twenty (20) years, beginning the 1st day of Dec. 1979, and shall remain in full force and effect until the 1st day of Dec., 2020, unless terminated as herein provided.

14. Landowner agrees that no assignment or other transfer of this agreement may be made except for security purposes. In the event Landowner desires to assign this agreement to a lending institution as security for a farm loan, the District hereby agrees

to give its written consent upon ten (10) days written notice of said assignment. In the event Landowner desires to assign this agreement to a lending institution as security for a farm loan, the District hereby agrees to give its written consent upon ten (10) days written notice of said assignment. In the event said assignment is consented to by the District, Landowner agrees to continue to remain responsible and obligated under all of the terms, covenants and conditions of this agreement, and the assignee shall be bound by the terms hereof.

15. In the event District is required to file suit to collect the sums agreed to be paid by Landowner to District under this agreement, or to remedy any other breach of this agreement or to terminate this agreement, Landowner agrees to pay the District's costs and attorney fees incurred in said preceding.

16. This document constitutes the full agreement of the parties hereto, and no amendments or changes hereto may be made unless in writing and duly signed by each of the parties hereto.

17. Landowners agrees that all water transported shall be delivered pursuant to a water right appurtenant to the place of use and shall only be delivered to such places and in such amounts as authorized by water rights recognized by the State of Idaho Department of Water Resources.

IN WITNESS WHEREOF, the parties have hereto set their hands the day and year first above written.

BIG LOST RIVER IRRIGATION
DISTRICT

By: M. Todd Perkes
Chairman of the Board

ATTEST:

[Signature]
Secretary

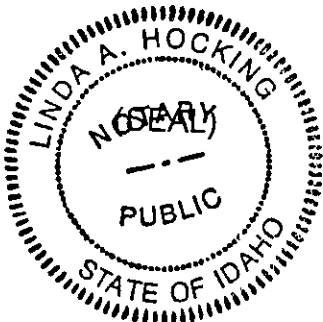
LANDOWNER

Phar M. Cannon Jr.
Kurt Nor

STATE OF IDAHO)
County of Custer) ss.

On this 10th day of December, 1999,
before me the undersigned Notary Public in and for said State, personally appeared
Lynn Rothwell and Todd Perkes, known to me to be
the Chairman of the Board and Secretary of Big Lost River Irrigation District,
respectively, and acknowledged to me that they executed the same on behalf of said
irrigation district.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my
official seal, the day and year in this certificate first above written.



Linda G. Hocking
Notary Public of Idaho
Residing at: Mackay, ID
My Commission Expires: 7-18-2006

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS

In Re SRBA

Case No. 39576

PARTIAL DECREE PURSUANT TO
I.R.C.P. 54(b) FOR

Water Right 34-07077

1999 FEB 19 PM 3:46

DISTRICT COURT-SRBA
TWIN FALLS CO., IDAHO
FILED

NAME AND ADDRESS: KURT P. ACOR
PO BOX 63C
MOORE, ID 83255

SOURCE: GROUNDWATER

QUANTITY: 8.00 CFS

USE OF THIS RIGHT WITH THE RIGHTS LISTED BELOW IS LIMITED TO A
TOTAL COMBINED ANNUAL DIVERSION VOLUME OF 8087.5 AF IN A SINGLE
IRRIGATION SEASON. COMBINED RIGHT NOS. 34-12376, 34-02426C,
34-07080B, 34-07121A, 34-07121B, 34-07092, 34-07179, 34-02330B,
AND 34-07120.

THIS RIGHT AND RIGHT NO. 34-07120 ARE LIMITED TO A TOTAL
COMBINED RATE OF DIVERSION OF 9.26 CFS.

PRIORITY DATE: 09/05/1974

POINT OF DIVERSION: T05N R26E S21 NNNWNW Within Butte County

PURPOSE AND
PERIOD OF USE:PURPOSE OF USE
IrrigationPERIOD OF USE
04-15 TO 10-15QUANTITY
8.00 CFS

PLACE OF USE:

Irrigation

T03N R25E S12

NENE 39.0

Within Butte County

SWNE 40.0

SENE 39.0

NWSE 40.0

SWSE 36.0

SESE 36.0

SENW 40.0

SWSW 31.0

SESW 32.0

NWNE 40.0

NENW 40.0

NESE 39.0

SNNW 40.0

NNWN 40.0

NESW 31.0

NWSW 32.0

R26E S17

NENE 11.0

NWNE 25.0

NNWN 39.0

SNNW 13.0

SENW 5.0

NENW 37.0

S18

NWNE 39.0

NESW 17.0

NENE 35.0

SWNE 36.0

NENW 38.0

NNWN 26.0

SNNW 37.0

SENW 40.0

NWSW 10.0

NWSE 2.0

SENE 25.0

T04N R25E S35

SENE 40.0

NWNE 40.0

SWNE 40.0

NESW 20.0

NESE 40.0

SWSE 40.0

SESE 40.0

SESW 20.0

NWSE 40.0

NENE 40.0

S36

SWSW 40.0

SESW 40.0

NWSE 40.0

SWSE 40.0

SESE 39.0

NWNE 40.0

SENE 39.0

NNWN 40.0

SWNE 40.0

NENE 38.0

NESE 39.0

NESW 40.0

NENW 40.0

SENW 40.0

NWSW 40.0

SNNW 40.0

2025.0 Acres Total

USE OF THIS RIGHT WITH THE RIGHTS LISTED BELOW IS LIMITED TO

SRBA Partial Decree Pursuant to I.R.C.P. 54(b) (continued)

PLACE OF USE (continued)

THE IRRIGATION OF A COMBINED TOTAL OF 2307 ACRES IN A SINGLE IRRIGATION SEASON. COMBINED RIGHT NOS.: 34-12376, 34-02426C, 34-07080B, 34-07121A, 34-07121B, 34-07092, 34-07179, 34-02330B, 34-07120, 34-00618, 34-00692C, 34-00256 AND 34-00416.
THIS RIGHT IS LIMITED TO THE IRRIGATION OF 200 ACRES WITHIN THE PLACE OF USE DESCRIBED ABOVE IN A SINGLE IRRIGATION SEASON.

RULE 54(b) CERTIFICATE

With respect to the issues determined by the above judgment or order, it is hereby CERTIFIED, in accordance with Rule 54(b), I.R.C.P., that the court has determined that there is no just reason for delay of the entry of a final judgment and that the court has and does hereby direct that the above judgment or order shall be a final judgment upon which execution may issue and an appeal may be taken as provided by the Idaho Appellate Rules.

RECOMMENDATION
FEB 19 1999
[Signature]
SPECIAL MASTER

Berry Wood
Administrative District Judge
Interim Presiding Judge of the
Snake River Basin Adjudication

WATER PUMPING AND TRANSPORT AGREEMENT

Mickelsen Properties
THIS AGREEMENT, made and entered into this 12th day of Dec., 1999, by and between Albert H. Cannon, Jr. ~~Kurt P. Ager~~, hereinafter referred to as "Landowner" of Shelley, County of Bingham, State of Idaho and Big Lost River Irrigation District, an irrigation district duly organized under the laws of State of Idaho, hereinafter referred to as "District", with its principal office in Mackay, Custer County, State of Idaho.

WITNESSETH:

WHEREAS, Landowner is the owner of certain real property located outside the boundaries of the District, described as follows, to-wit:

TOWNSHIP	RANGE	SECTION	1/4 OF 1/4	LOT	USE	ACRES
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see Attached

Containing 2025 irrigable acres; and,

WHEREAS, landowner has certain groundwater/surface water rights appurtenant to the above-described real property, which rights are described as follows, to-wit:

License No: 34-12376
Date of Priority: 06-01-1977
Rate of Diversion: 1.25 cfs
Point of Diversion: T05N R26E
Sec 29, SE NW SE
Acres irrigable under said right: 2025

WHEREAS, Landowner desires the District to transport water diverted under the above-described right through an existing canal of District for use on the lands of Landowner above-described; and,

WHEREAS, the District is the owner of a canal known as the moore canal, being a part of the facilities of the District used for the delivery of decreed flows of Big Lost River of Landowners and storage water of the District for the irrigation of lands within the District; and,

WHEREAS, the District has, from time to time additional capacity within said canal that could be used for the delivery of water to landowners outside of the District; and,

WHEREAS, Landowner desires the District to transport water diverted

under the above-described right into the District's moore Canal to a point

described as follows, to-wit: NW 1/4 NE 1/4 NE 1/4 of Section 28, Township 4 North, Range 26 E.B.M., and 1/4 1/4 1/4 of Section , Township North, Range E.B. M., which point shall be known as the point of delivery by the District to Landowner of said transported water, for use by Landowner on the lands above-described.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties do hereby agree:

1. District will transport groundwater of the Landowner diverted into the District's canal in the SE 1/4 NW 1/4 SE 1/4 of Section 29, Township 5 North, Range 26 E.B.M., and 1/4 1/4 1/4 of Section , Township North, Range E.B. M., to the point of delivery from the District to Landowner, not-to-exceed the rate of diversion provided in Landowner's water right hereinabove described and actually diverted into the District's canal, less losses for seepage and evaporation as hereinafter provided, for the irrigation of Landowner's lands above described.
2. Landowner shall construct and maintain at their own expense, any additional ditches, structures, or other water conveyance facilities necessary for the conveyance of water from the District's canal to the Landowner's place of use that may be required for the delivery of said water from the District's canal to Landowner's place of use, and District assumes no responsibilities of whatsoever kind or nature for said water after it leaves the District's canal at the point of delivery above-described to Landowner. Landowner further hereby agrees to hold District harmless from all claims of whatsoever kind or nature arising from the transportation and use of said water by Landowner from the point of delivery from the District's canal.
3. The obligations of the District to transport water for Landowner under this agreement and the right of the Landowner to have water transported by the District under this agreement is subordinate to the obligations of the District to transport water within its distribution system for the irrigation of lands within the District and is conditioned upon there being sufficient additional capacity in the main Canal of the District over and above the capacity required for the delivery of water by the District to lands within the District. The determination of the availability of additional capacity in the District's main Canal shall be determined by the District, and its determination shall be binding upon the parties to this agreement. In the event it is determined by the District that there is not sufficient additional capacity in the District's canal for the transportation of water under this agreement, no further transportation of water under this agreement shall be made by the District until such time as it is determined by the District that there is sufficient capacity in said canal to transport water under this agreement. In the event the transportation of water is curtailed under this agreement for the reason that there is a lack of capacity in the canal of the District, this agreement may be terminated at the request of Landowner at the end of the irrigation season in which said lack of capacity occurs.

4. Landowner shall construct and maintain at his sole cost and expense, all pipelines, pumps, headgates, measuring devices or structures, and other structures or other improvements necessary to divert water into the District's canal and to redivert said water, less transportation losses, from the District's canal.

5. Landowner shall be required to provide and maintain adequate devices to measure and diversion of water into the District's more Canal and the volume of water to be diverted by the District from its more Canal to Landowner at all times during the term of this agreement. Under no condition shall Landowner be entitled to have diverted to him by the District from the District's canal under this agreement a quantity of water in excess of the quantity of water actually diverted into the said canal by Landowner under the terms hereof, less the transportation losses attributed to the transportation of said water by the District. No water may be diverted into the District's more Canal by Landowner or diverted from the District's more Canal by the District to the Landowner under this agreement without the Landowner first providing to the District twenty-four (24) hours notice in advance as to the intent of the Landowner to divert water into the District's canal under this agreement and the amount to be diverted therein by Landowner. Landowner shall also notify the District immediately upon discovering that the diversion by the Landowner of water into the District's canal has been terminated or reduced for whatsoever reason, whether or not under the control of Landowner. Landowner shall also notify the District twenty-four (24) hours in advance of any voluntary cessation of diversion into the District's canal by Landowner.

6. Water transportation for Landowner by the District under this agreement shall be limited to those periods of time in which the District is delivering water through its facilities for the irrigation of lands within the District.

7. For and in consideration of the transportation of Landowner's water by the District under the terms of this agreement, Landowner does hereby agree to pay to the District an annual fee, which will include the appropriate ditchrider fee and an operation and maintenance assessment equal to the operation and maintenance assessment of the District on Class one (1) lands within the District. The operation and maintenance portions shall be based upon an assessment of the benefit received. Charges will be set against all lands benefited hereby proportionately. Since all charges, including operation and maintenance are based on the number of irrigated acres, Cannon shall notify the District of the number of acres that have been irrigated by you with said waters each year. On or before April 1 of each year, the District shall advise Landowner in writing as to the annual fee due for that year, which transportation fee must be paid by Landowner on or before the 1st of May of each year. Failure of the Landowner to pay the annual transportation fee under this agreement, when due, whether or not water is delivered or is to be delivered to the District by Landowner for transportation by the District, shall constitute a substantial breach of this agreement and the agreement may be terminated by the District, without further notice

to the Landowner. Any transportation fee not paid when due shall bear a penalty of two percent (2%) and interest at the rate of one percent (1%) per month from the due date until paid.

8. No water rights, transmission rights, or ditch rights in the facilities of the District shall accrue to Landowner by reason of this agreement, the rights of landowner being fully contained herein, and landowner does hereby waive any other claims he may have. It is further understood and agreed that nothing in this agreement shall constitute a dedication or assignment to Landowner by District of the District's facilities and the rights of the District therein.

9. It is fully understood and agreed by the parties hereto that under no circumstances of whatsoever kind or nature shall the District at any time agree to the transportation of storage water for use by the Landowner on lands that are not within the District.

10. Landowner covenants and agrees that the transportation loss in the transportation of Landowner's water under this agreement shall be the actual transportation loss at such times as the only water being transported in the District's more Canal is the water of Landowner. In the event other water is being transported in the District's more Canal at a time that water is being transported for Landowner by District under this agreement, the transportation loss in the transporting of Landowner's water shall be the actual transportation loss of water diverted in the District's more Canal by Landowner. Transportation loss may be adjusted from time to time during the term of this agreement when it is determined by the district that the actual loss is greater or less than herein provided.

11. Landowner does hereby grant to the District the right of a designated employee of the District to go upon the real property of Landowner to be irrigated with the water transported under this Agreement, for the purposes of confirming the place of use of said water being transported under this agreement and the number of irrigable acres to which said water is or can be applied.

12. Any breach of any of the covenants or conditions contained herein shall constitute a material breach of this agreement and a default hereunder. Upon such default occurring, the non-defaulting party may terminate this agreement, upon giving the defaulting party ten (10) days written notice of said default.

13. This agreement shall be for term of twenty (20) years, beginning the 10th day of Dec. 1999, and shall remain in full force and effect until the 10th day of Dec. 1, 2020, unless terminated as herein provided.

14. Landowner agrees that no assignment or other transfer of this agreement may be made except for security purposes. In the event Landowner desires to assign this agreement to a lending institution as security for a farm loan, the District hereby agrees

to give its written consent upon ten (10) days written notice of said assignment. In the event Landowner desires to assign this agreement to a lending institution as security for a farm loan, the District hereby agrees to give its written consent upon ten (10) days written notice of said assignment. In the event said assignment is consented to by the District, Landowner agrees to continue to remain responsible and obligated under all of the terms, covenants and conditions of this agreement, and the assignee shall be bound by the terms hereof.

15. In the event District is required to file suit to collect the sums agreed to be paid by Landowner to District under this agreement, or to remedy any other breach of this agreement or to terminate this agreement, Landowner agrees to pay the District's costs and attorney fees incurred in said preceding.

16. This document constitutes the full agreement of the parties hereto, and no amendments or changes hereto may be made unless in writing and duly signed by each of the parties hereto.

17. Landowners agrees that all water transported shall be delivered pursuant to a water right appurtenant to the place of use and shall only be delivered to such places and in such amounts as authorized by water rights recognized by the State of Idaho Department of Water Resources.

IN WITNESS WHEREOF, the parties have hereto set their hands the day and year first above written.

BIG LOST RIVER IRRIGATION
DISTRICT

By: M. Todd Perkes
Chairman of the Board

ATTEST:

[Signature]
Secretary

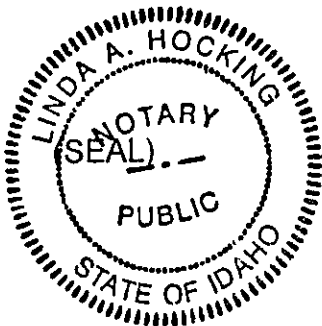
LANDOWNER

Alan M. Cannon
Kurt Mcor

STATE OF IDAHO)
County of Custer) ss.

On this 10th day of December, 1999,
before me the undersigned Notary Public in and for said State, personally appeared
Lynn Rothwell and Todd Perkes, known to me to be
the Chairman of the Board and Secretary of Big Lost River Irrigation District,
respectively, and acknowledged to me that they executed the same on behalf of said
irrigation district.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my
official seal, the day and year in this certificate first above written.



Linda A. Hocking
Notary Public of Idaho
Residing at: Mackay, ID
My Commission Expires: 7-18-2006

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS

In Re SRBA

Case No. 39576

PARTIAL DECREE PURSUANT TO
I.R.C.P. 54(b) FOR

Water Right 34-12376

1999 FEB 19 PM 4:03

DISTRICT COURT-SRBA
TWIN FALLS CO., IDAHO
FILED

NAME AND ADDRESS: EVERETT T ACOR JR.
ROUTE 1 BOX 13
MOORE, ID 83255

SOURCE: GROUNDWATER

QUANTITY: 1.25 CFS

USE OF THIS RIGHT WITH THE RIGHTS LISTED BELOW IS LIMITED TO A
COMBINED ANNUAL DIVERSION VOLUME OF 8087.5 AF IN A SINGLE
IRRIGATION SEASON. COMBINED RIGHT NOS. 34-02330B, 34-02426C,
34-07080B, 34-07121A, 34-07121B, 34-07092, 34-07179, 34-07077,
AND 34-07120.

PRIORITY DATE: 06/01/1977

POINT OF DIVERSION: T05N R26E S29 SENESE Within Butte County

PURPOSE AND PERIOD OF USE:	PURPOSE OF USE	PERIOD OF USE	QUANTITY
	Irrigation	04-15 TO 10-15	1.25 CFS

PLACE OF USE:	Irrigation		Within Butte County
T03N R25E S12	NWNE 40.0		NENW 40.0
	NESE 39.0		SWNW 40.0
	SENE 40.0		NWSE 40.0
	SWSE 36.0		SESE 36.0
	NWNW 40.0		NESW 31.0
	NWSW 32.0		SWSW 31.0
	SESW 32.0		NENE 39.0
	SWNE 40.0		SENE 39.0
R26E S17	NENE 11.0		NWNE 25.0
	NENW 37.0		NWNW 39.0
	SWNW 13.0		SENE 5.0
S18	NENW 38.0		SWNW 37.0
	SENE 40.0		NWSE 2.0
	NENE 35.0		NWNE 39.0
	SWNE 36.0		SENE 25.0
	NWNW 26.0		NWSW 17.0
	NWSW 10.0		
T04N R25E S35	SWNE 40.0		NESW 20.0
	SESW 20.0		NESE 40.0
	NWSE 40.0		NENE 40.0
	NWNE 40.0		SENE 40.0
	SWSE 40.0		SESE 40.0
S36	NENW 40.0		SENE 40.0
	NWSW 40.0		SWSW 40.0
	SESW 40.0		NWSE 40.0
	SWSE 40.0		SESE 39.0
	NWNE 40.0		SENE 39.0
	NWNW 40.0		SWNE 40.0
	NESE 39.0		NESW 40.0
	NENE 38.0		SWNW 40.0
2025.0 Acres Total			

USE OF THIS RIGHT WITH THE RIGHTS LISTED BELOW IS LIMITED TO
THE IRRIGATION OF A COMBINED TOTAL OF 2307 ACRES IN A SINGLE
IRRIGATION SEASON. COMBINED RIGHT NOS.: 34-02330B, 34-02426C,

SRBA Partial Decree Pursuant to I.R.C.P. 54(b) (continued)

PLACE OF USE (continued)

34-07080B, 34-07121A, 34-07121B, 34-07092, 34-07179, 34-07077,
34-07120, 34-00618, 34-00692C, 34-00256 AND 34-00416.

THIS RIGHT IS LIMITED TO THE IRRIGATION OF 87.5 ACRES WITHIN
THE PLACE OF USE DESCRIBED ABOVE IN A SINGLE IRRIGATION SEASON.

RULE 54(b) CERTIFICATE

With respect to the issues determined by the above judgment or order, it is hereby CERTIFIED, in accordance with Rule 54(b), I.R.C.P., that the court has determined that there is no just reason for delay of the entry of a final judgment and that the court has and does hereby direct that the above judgment or order shall be a final judgment upon which execution may issue and an appeal may be taken as provided by the Idaho Appellate Rules.

RECOMMENDATION

FEB 19 1999

[Signature]
SPECIAL MASTER

Barry Wood
Administrative District Judge
Interim Presiding Judge of the
Snake River Basin Adjudication