

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR EXCHANGE OF WATER

Under the provisions of Section 42-240, *Idaho Code*, any person holding a surface water right may apply to exchange such water for the use of water from the same source or a different surface water source. Surface water right holders may also apply to exchange for the use of water authorized for diversion under one or more other valid water rights from the same source or a different surface water source.

1. INFORMATION ABOUT THE APPLICANT

Applicant IDAHO IRRIGATION DISTRICT

496 E. 14th Street Idaho Falls, ID. 83404

(Mailing Address)

(Zip Code)

Telephone No: 208-522-2356

Applicant's Water Right(s) to be exchanged A copy of water rights are attached

Attach a photocopy of the License, Permit, Transfer, Decree, or Claim evidencing the right(s) or attach a printout obtained from IDWR.

2. INFORMATION ABOUT THE CO-APPLICANT

Complete this portion if the applicant proposes to exchange for water diverted under a water right held by another party. The co-applicant is the holder of the right to be exchanged for the applicant's right. If more space is needed, please attach another sheet containing information about each co-applicant.

Co-applicant PROGRESSIVE IRRIGATION DISTRICT

2285 North Ammon Road, Idaho Falls, Id. 83401

(Mailing Address)

(Zip Code)

Telephone No: 208-522-3102

Co-applicant's Water Right(s) to be exchanged A copy of water rights are attached.

Attach a photocopy of the License, Permit, Transfer, Decree, or Claim evidencing the right(s) or attach a printout obtained from IDWR.

3. EXCHANGE AGREEMENT -- Attach a copy of the written agreement between the applicant and the co-applicant(s).

4. EXCHANGE INFORMATION -- Complete Part A or Part B to explain how the proposed exchange will operate.

Part A -- For an exchange involving two or more water right holders.

The applicant proposes to divert 26.63 cfs and/or 0 acre feet per year of water authorized to be diverted under the co-applicant's water right(s) listed above at NW $\frac{1}{4}$ of SW $\frac{1}{4}$, Govt. Lot _____ Sec. 31 Township 4N Range 41 B.M., Jefferson County.

Additional points of diversion, if any: None

In exchange for authorization to divert water as described above, 26.63 cfs and/or 0 acre feet per year of water authorized for diversion under the applicant's water right(s) listed above will be (complete 1 or 2 below):

- made available to the co-applicant for diversion at NW $\frac{1}{4}$ of SE $\frac{1}{4}$, Govt. Lot _____ Sec. 36 Township 4N Range 37 E.B. B.M., Jefferson County.

Additional points of diversion, if any: None

OR

- released from storage by the co-applicant into N/A at _____ $\frac{1}{4}$ of _____ $\frac{1}{4}$, Govt. Lot _____ Sec. _____ Township _____ Range _____ B.M., _____ County.

Part B -- For an exchange involving only the applicant's water right(s).

RECEIVED

APR 18 2005

Department of Water Resources
Eastern Region

Map attached hereto is proposed land to be annexed into Idaho Irrigation District by Russell Schwendiman. He is requesting annexing of 1331.45 acres of land currently dry farmed, non-irrigated land. The water would be carried and delivered by Progressive Irrigation District through its Eagle Rock canal. Water Right delivery point is in the Eagle Rock Canal located at NW $\frac{1}{4}$ SW $\frac{1}{4}$, Township 4N, Range 41 E.B.M. Proposed lands to be irrigated are as follows; 158 acres, Section 28, Twp 3N, Range 39 E.B.M., 234 acres, Section 27, Twp 3N, Range 39 E.B.M., 132 acres, Section 33, Twp 3N, Range 39 E.B.M., 90.45 acres, Section. 34, Twp 3N, Range 39 E.B.M., 313 acres, Section 3, Twp 2N, Range 39 E.B.M., 272 acres, Section 4, Twp 2N, Range 39 E.B.M., 66 acres, Section 9, Twp 2N, Range 39 E.B.M., 66 acres, Section 10, Twp 2N, Range 39 E.B.M., Total 1331.45 acres.

Legal Description of Lands Proposed to be Annexed
State of IDAHO

T.3N-R-39E

County of Bonneville

Section 28

SE $\frac{1}{4}$ NW $\frac{1}{4}$ 3 Acres
SW $\frac{1}{4}$ NE $\frac{1}{4}$ 12 Acres
NW $\frac{1}{4}$ SW $\frac{1}{4}$ 33 Acres
NE $\frac{1}{4}$ SW $\frac{1}{4}$ 36 Acres
NW $\frac{1}{4}$ SE $\frac{1}{4}$ 8 Acres
SW $\frac{1}{4}$ SW $\frac{1}{4}$ 33 Acres
SE $\frac{1}{4}$ SW $\frac{1}{4}$ 33 Acres

Total 158 Acres

Section 27

SW $\frac{1}{4}$ NE $\frac{1}{4}$ 5 Acres
SE $\frac{1}{4}$ NE $\frac{1}{4}$ 4 Acres
NW $\frac{1}{4}$ SW $\frac{1}{4}$ 3 Acres
NE $\frac{1}{4}$ SW $\frac{1}{4}$ 6 Acres
NW $\frac{1}{4}$ SE $\frac{1}{4}$ 39 Acres
NE $\frac{1}{4}$ SE $\frac{1}{4}$ 37 Acres
SW $\frac{1}{4}$ SW $\frac{1}{4}$ 33 Acres
SE $\frac{1}{4}$ SW $\frac{1}{4}$ 40 Acres
SW $\frac{1}{4}$ SE $\frac{1}{4}$ 37 Acres
SE $\frac{1}{4}$ SE $\frac{1}{4}$ 30 Acres

Total 234 Acres

Section 33

NW $\frac{1}{4}$ NW $\frac{1}{4}$ 33 Acres
NE $\frac{1}{4}$ NW $\frac{1}{4}$ 33 Acres
SW $\frac{1}{4}$ NW $\frac{1}{4}$ 33 Acres
SE $\frac{1}{4}$ NW $\frac{1}{4}$ 33 Acres

Total 132 Acres

Section 34

NW $\frac{1}{4}$ NE $\frac{1}{4}$ 10 Acres
SW $\frac{1}{4}$ NE $\frac{1}{4}$ 15 Acres
NE $\frac{1}{4}$ SW $\frac{1}{4}$ 20 Acres
NW $\frac{1}{4}$ SE $\frac{1}{4}$ 54.5 Acres

SE $\frac{1}{4}$ SW $\frac{1}{4}$ 40 Acres

Total 90.5 Acres

Sections - 28, 27, 32, 33, 34, Totals 614.5 Acres

Legal Description of Lands Proposed to be Annexed
State of IDAHO
County of Bonniville

T2N-R39E

Section 4	Section 3
NW 1/4 NE 1/4 40 Acres	NW 1/4 NW 1/4 37 Acres
NE 1/4 NE 1/4 31 Acres	NE 1/4 NW 1/4 40 Acres
SW 1/4 NE 1/4 33 Acres	SW 1/4 NW 1/4 23 Acres
SE 1/4 NE 1/4 30 Acres	SE 1/4 NW 1/4 15 Acres
NE 1/4 SW 1/4 33 Acres	NW 1/4 SW 1/4 33 Acres
NW 1/4 SE 1/4 33 Acres	SW 1/4 SW 1/4 33 Acres
NE 1/4 SE 1/4 33 Acres	NE 1/4 SW 1/4 33 Acres
SE 1/4 SE 1/4 33 Acres	NW 1/4 SE 1/4 33 Acres
	SE 1/4 SW 1/4 33 Acres
	SW 1/4 SE 1/4 33 Acres
Total 272 Acres	Total 313 Acres

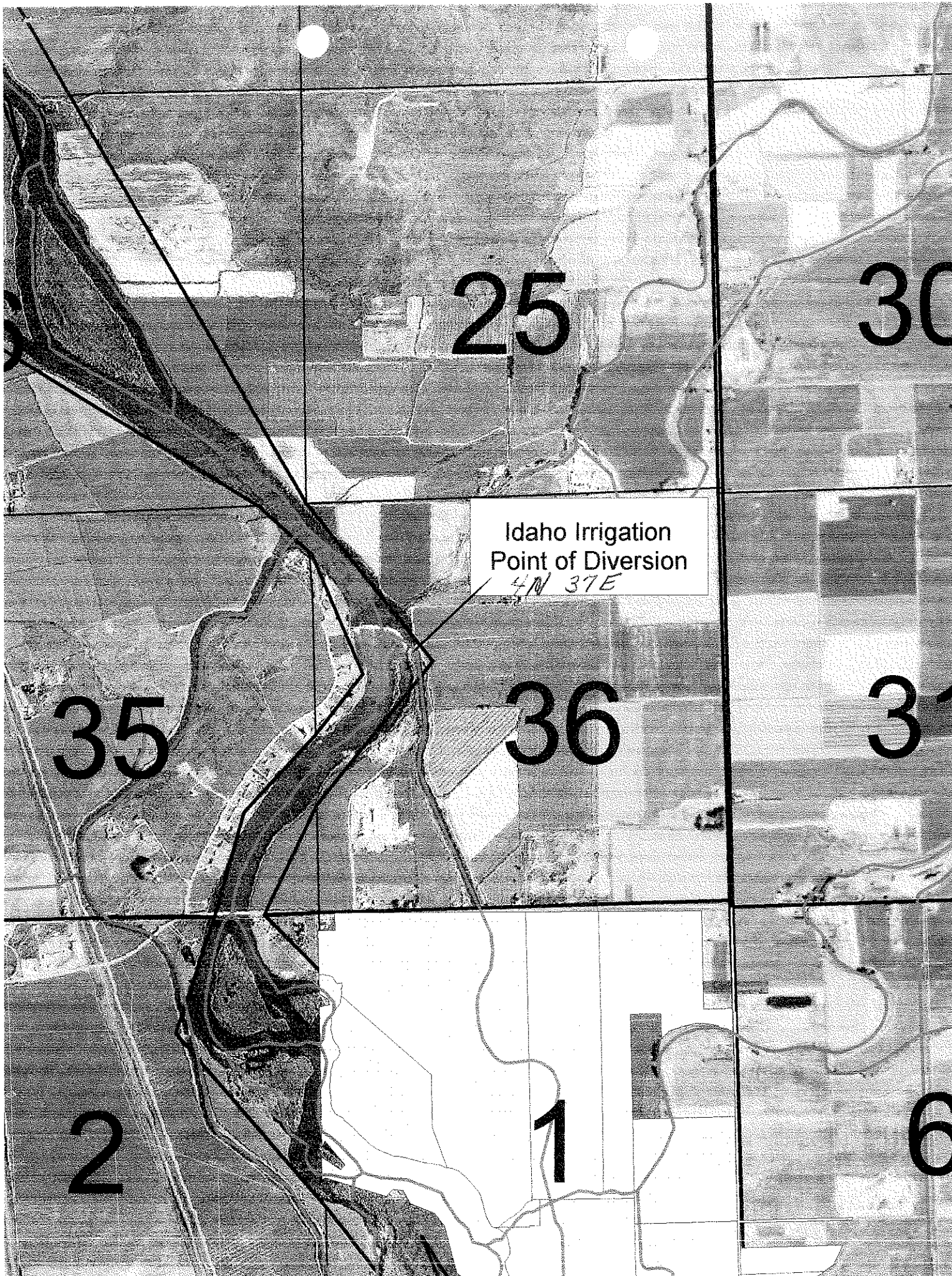
Section 9	Section 10
NE 1/4 NE 1/4 33 Acres	NW 1/4 NW 1/4 33 Acres
SE 1/4 NE 1/4 33 Acres	SW 1/4 NW 1/4 33 Acres

Total 66 Acres

Total 66 Acres

Sections 4, 3, 9, 10, Totals 717 Acres

Transcript - 1331.45 T.L.L.



Idaho Irrigation
Point of Diversion

4N 37E

Maps attached here to are proposed Progressive Irrigation lands to be furnished water by Idaho Irrigation District. Current Idaho Irrigation Water Right delivery point is in the Idaho Canal located at NW ¼ of SE ¼ of Sec. 36 Township 4N Range 38E. The water would be carried and delivered by Idaho Irrigation District through its Idaho and Highline Canals.

The maps are highlighted in pink where the acres are located. Under the enclosed application for exchange of water Idaho Irrigation District proposes to furnish 26.63cfs of water for Progressive Irrigation District 1331.45 acres and owners located as follows:

29.9 acres, SE1/4, Section 19, Twp 3N, Range 38E.B.M., Jerald Wilkinson;
2.54 acres, NW1/4 Section 31, Twp 3N, Range 38E.B.M., Linden & Lois Butikofer;
134.32 acres, SE1/4 Section 31, Twp 3N, Range 38E.B.M., KED Farms LLC;
2.373 acres, SE1/4 Section 34, Twp 2N, Range 38E.B.M., Paul Johnson;
8.85 acres, NE1/4 Section 27, Twp 2N, Range 38E.B.M., Joint School District #93;
16.01 acres, SW1/4 Section 27, Twp 2N, Range 38E.B.M., Derrald Ricks Farms Ltd;
69.72 acres, SW1/4 Section 27, Twp 2N, Range 38E.B.M., Joint School District #93;
.57 acres, SW1/4 Section 27, Twp 2N, Range 38E.B.M., Church of Jesus Christ of Latter-Day Saints;
.359 acres, SW1/4 Section 27, Twp 2N, Range 38E.B.M., Church of Jesus Christ of Latter-Day Saints;
174 acres, E 1/2 Section 21, Twp 1N, Range 38E.B.M., Church of Jesus Christ of Latter-Day Saints;
24.679 acres SE 1/4 Section 21, Twp 1N, Range 38E.B.M., Idaho Falls Country Club;
99.39 acres N 1/2 Section 28, Twp 1N, Range 38E.B.M., Idaho Falls Country Club;
30.6 acres SE 1/4 Section 28, Twp 1N, Range 38E.B.M., Idaho Falls Country Club;
6.48 acres SW 1/4 Section 2, Twp 1N, Range 38E.B.M., John & Tamra Brabec;
155.84 acres NW 1/4 Section 3, Twp 1N, Range 38E.B.M., Baker Street Dev LLC;
1.79 acres NW 1/4 Section 11, Twp 1N, Range 38E.B.M., Cary & Jill Holverson;
1.03 acres NW 1/4 Section 15, Twp 1N, Range 38E.B.M., Jim & Laurel Cahoon;
77.647 acres NW 1/4 Section 10, Twp 1N, Range 38E.B.M., Richard Wessell & Betty Cushing;
1.148 acres NW 1/4 Section 10, Twp 1N, Range 38E.B.M., Lana Hedrick;
1.205 acres NW 1/4 Section 10, Twp 1N, Range 38E.B.M., Douglas & Shanna Wessel;
75 acres SW 1/4 Section 10, Twp 1N, Range 38E.B.M., Coleen Wirkus;
2.5 acres SW 1/4 Section 10, Twp 1N, Range 38E.B.M., John & Tamra Brabec;
2.5 acres SW 1/4 Section 10, Twp 1N, Range 38E.B.M., Brent Wirkus;
17.31 acres SW 1/4 Section 10, Twp 1N, Range 38E.B.M., Monica Sell;
63.51 acres SW 1/4 Section 10, Twp 1N, Range 38E.B.M., Richard & Kathy Neville;
10 acres NE 1/4 Section 10, Twp 1N, Range 38E.B.M., Gregory & Angelica Stromberg;
18.038 acres NE 1/4 Section 10, Twp 1N, Range 38E.B.M., K Bruce Lancaster;
8.34 acres NE 1/4 Section 10, Twp 1N, Range 38E.B.M., Janette Hoff;
10 acres NE 1/4 Section 10, Twp 1N, Range 38E.B.M., Dennis & Mayrene Macieski;
120 acres N 1/2 Section 10, Twp 1N, Range 38E.B.M., Darryl & Christine Harris;
165.802 acres E 1/2 Section 10, Twp 1N, Range 38E.B.M., Hoff Brothers Inc.



W + E

T3N-R-39E

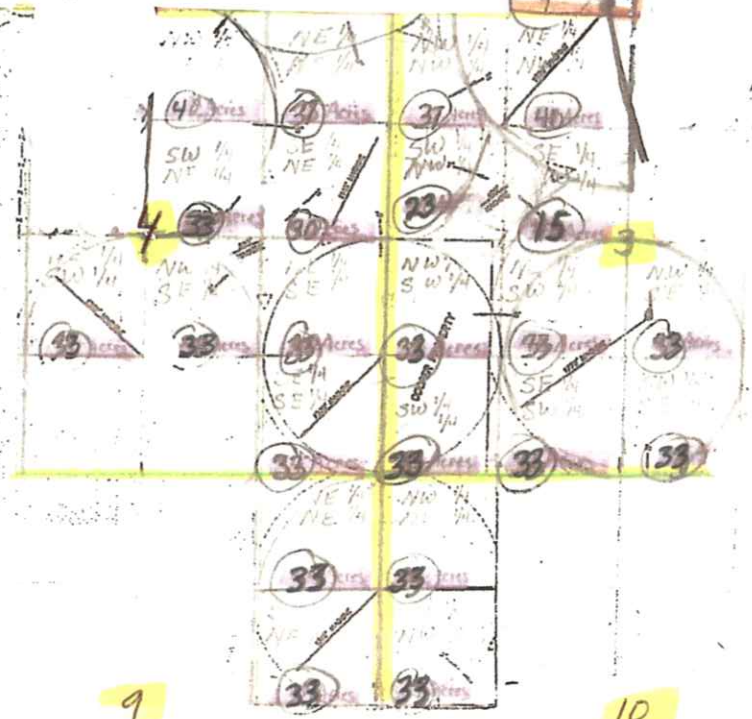
N
W + E
3

T3N-R-39E



32

T2N-R39E



9

10

3

18

17

19

20

29.9
acres

30

29

Township 3 N Range 38 E

30

2

36

31

3

← 2.54

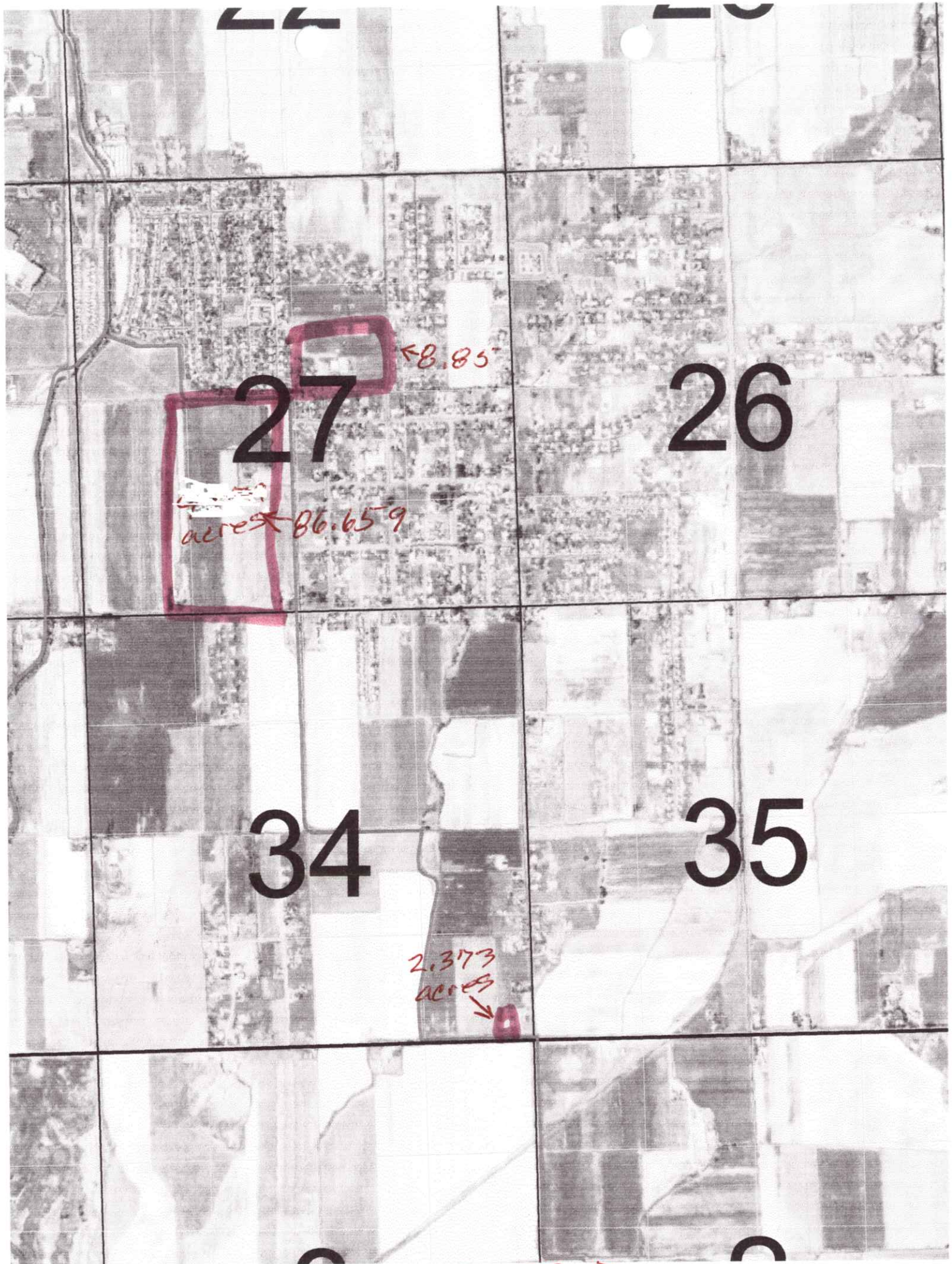
134.32

acres

1

6

Township 3N Range 38E



22

23

27

26

34

35

8.85

86.659 acres

2.373 acres

2N 38E

01N38E

21

22

174

acres

24.679

99.39

acres

28

27

30.6

155.84

acres

4

3

2

6.48 acres

9

573

acres

10

11

1.03
acres

6

15

14

01N38E

30

29

31

32

Progressive Irrigation
Eagle Rock Canal
Point of Diversion
Township 4N Range 41 E

6

Idaho Irrigation District Water Rights

NUMBER	PARTY OR CANAL	PRIORITY	CFS	REACH	PERIOD OF USE
13057126	CLEMENTS	APR 1, 1939	200.000	MENAN TO NR IDAHO FA	JAN 1-DEC 31
13057130	KENNEDY	JUN 11, 1880	0.174	MENAN TO NR IDAHO FA	JAN 1-DEC 31
13057130	KENNEDY	JUN 1, 1881	0.254	MENAN TO NR IDAHO FA	JAN 1-DEC 31
13057130	KENNEDY	JUN 1, 1882	0.260	MENAN TO NR IDAHO FA	JAN 1-DEC 31
13057130	KENNEDY	JUN 1, 1883	0.254	MENAN TO NR IDAHO FA	JAN 1-DEC 31
13057130	KENNEDY	JUN 1, 1883	0.136	MENAN TO NR IDAHO FA	JAN 1-DEC 31
13057130	KENNEDY	JUN 1, 1884	0.260	MENAN TO NR IDAHO FA	JAN 1-DEC 31
13057130	KENNEDY	JUN 1, 1884	0.144	MENAN TO NR IDAHO FA	JAN 1-DEC 31
13057130	KENNEDY	JUN 1, 1885	1.223	MENAN TO NR IDAHO FA	JAN 1-DEC 31
13057130	KENNEDY	JUN 1, 1886	1.252	MENAN TO NR IDAHO FA	JAN 1-DEC 31
13057130	KENNEDY	JUN 1, 1887	1.090	MENAN TO NR IDAHO FA	JAN 1-DEC 31
13057130	KENNEDY	MAY 1, 1888	0.667	MENAN TO NR IDAHO FA	JAN 1-DEC 31
13057130	KENNEDY	JUN 1, 1888	3.109	MENAN TO NR IDAHO FA	JAN 1-DEC 31
13057130	KENNEDY	JAN 12, 1889	5.000	MENAN TO NR IDAHO FA	JAN 1-DEC 31
13057130	KENNEDY	MAY 1, 1889	2.271	MENAN TO NR IDAHO FA	JAN 1-DEC 31
13057130	KENNEDY	JUN 1, 1889	0.331	MENAN TO NR IDAHO FA	JAN 1-DEC 31
13057130	KENNEDY	JUL 10, 1889	7.911	MENAN TO NR IDAHO FA	JAN 1-DEC 31
13057130	KENNEDY	JUN 1, 1890	3.062	MENAN TO NR IDAHO FA	JAN 1-DEC 31
13057130	KENNEDY	SEP 24, 1906	0.800	MENAN TO NR IDAHO FA	JAN 1-DEC 31
13057130	KENNEDY	MAR 3, 1911	4.560	MENAN TO NR IDAHO FA	JAN 1-DEC 31
13057130	KENNEDY	APR 1, 1939	10.675	MENAN TO NR IDAHO FA	JAN 1-DEC 31
	TOTAL		43.433		
13057135	GREAT WESTERN	JUN 11, 1880	0.790	MENAN TO NR IDAHO FA	JAN 1-DEC 31
13057135	GREAT WESTERN	JUN 1, 1883	10.000	MENAN TO NR IDAHO FA	JAN 1-DEC 31
13057135	GREAT WESTERN	JUN 1, 1883	8.000	MENAN TO NR IDAHO FA	JAN 1-DEC 31
13057135	GREAT WESTERN	JUN 1, 1884	2.500	MENAN TO NR IDAHO FA	JAN 1-DEC 31
13057135	GREAT WESTERN	JUN 1, 1885	9.413	MENAN TO NR IDAHO FA	JAN 1-DEC 31
13057135	GREAT WESTERN	JUN 1, 1885	6.440	MENAN TO NR IDAHO FA	JAN 1-DEC 31
13057135	GREAT WESTERN	JAN 7, 1886	118.930	MENAN TO NR IDAHO FA	JAN 1-DEC 31
13057135	GREAT WESTERN	MAY 1, 1886	1.330	MENAN TO NR IDAHO FA	JAN 1-DEC 31
13057135	GREAT WESTERN	JUN 1, 1886	5.180	MENAN TO NR IDAHO FA	JAN 1-DEC 31
13057135	GREAT WESTERN	JUN 1, 1887	10.825	MENAN TO NR IDAHO FA	JAN 1-DEC 31
13057135	GREAT WESTERN	JUN 1, 1888	2.265	MENAN TO NR IDAHO FA	JAN 1-DEC 31
13057135	GREAT WESTERN	AUG 13, 1888	8.979	MENAN TO NR IDAHO FA	JAN 1-DEC 31
13057135	GREAT WESTERN	MAY 1, 1889	2.460	MENAN TO NR IDAHO FA	JAN 1-DEC 31
13057135	GREAT WESTERN	JUN 1, 1889	5.091	MENAN TO NR IDAHO FA	JAN 1-DEC 31
13057135	GREAT WESTERN	JUL 10, 1889	19.150	MENAN TO NR IDAHO FA	JAN 1-DEC 31
13057135	GREAT WESTERN	JUN 1, 1890	1.440	MENAN TO NR IDAHO FA	JAN 1-DEC 31
13057135	GREAT WESTERN	JAN 24, 1891	396.430	MENAN TO NR IDAHO FA	JAN 1-DEC 31
13057135	GREAT WESTERN	JUN 1, 1891	18.000	MENAN TO NR IDAHO FA	JAN 1-DEC 31
13057135	GREAT WESTERN	APR 30, 1893	7.140	MENAN TO NR IDAHO FA	JAN 1-DEC 31
13057135	GREAT WESTERN	APR 30, 1900	4.100	MENAN TO NR IDAHO FA	JAN 1-DEC 31
13057135	GREAT WESTERN	JUN 1, 1900	1.255	MENAN TO NR IDAHO FA	JAN 1-DEC 31
13057135	GREAT WESTERN	JUN 1, 1905	20.781	MENAN TO NR IDAHO FA	JAN 1-DEC 31
13057135	GREAT WESTERN	AUG 12, 1908	3.470	MENAN TO NR IDAHO FA	JAN 1-DEC 31
13057135	GREAT WESTERN	MAY 31, 1913	3.500	MENAN TO NR IDAHO FA	JAN 1-DEC 31
13057135	GREAT WESTERN	JUL 17, 1915	7.880	MENAN TO NR IDAHO FA	JAN 1-DEC 31
13057135	GREAT WESTERN	JAN 22, 1916	145.320	MENAN TO NR IDAHO FA	JAN 1-DEC 31
13057135	GREAT WESTERN	NOV 15, 1919	20.000	MENAN TO NR IDAHO FA	JAN 1-DEC 31
13057135	GREAT WESTERN	MAY 1, 1932	17.000	MENAN TO NR IDAHO FA	JAN 1-DEC 31
13057135	GREAT WESTERN	APR 1, 1939	220.000	MENAN TO NR IDAHO FA	JAN 1-DEC 31
	TOTAL		1077.669		
13057144	R MACKAY (13)	APR 1, 1939	4.000	MENAN TO NR IDAHO FA	JAN 1-DEC 31
13057145	IDAHO 01-75	AUG 13, 1888	300.000	MENAN TO NR IDAHO FA	JAN 1-DEC 31
13057145	IDAHO 01-76	MAY 11, 1889	700.000	MENAN TO NR IDAHO FA	JAN 1-DEC 31
13057145	IDAHO 01-368	JUN 1, 1922	100.000	MENAN TO NR IDAHO FA	JAN 1-DEC 31
13057145	IDAHO 01-369	JUN 1, 1932	100.000	MENAN TO NR IDAHO FA	JAN 1-DEC 31
13057145	IDAHO 01-370	JUN 1, 1936	100.000	MENAN TO NR IDAHO FA	JAN 1-DEC 31
13057145	IDAHO 01-312	APR 1, 1939	130.000	MENAN TO NR IDAHO FA	JAN 1-DEC 31
	TOTAL		1430.000		

Idaho
Irrigation
Water Rights

Water Rights Progressive Irrigation

NUMBER	PARTY OR CANAL	PRIORITY	CFS	REACH	PERIOD OF USE
13010500	JACKSON LAKE	AUG 23, 1906	150734.056	TO MORAN	JAN 1-DEC 31
13010500	JACKSON LAKE	AUG 18, 1910	69991.933	TO MORAN	JAN 1-DEC 31
13010500	JACKSON LAKE	MAY 24, 1913	206296.950	TO MORAN	JAN 1-DEC 31
	TOTAL		427022.938		
13032450	PALISADES	MAR 29, 1921	130879.758	ALPINE TO IRWIN	JAN 1-DEC 31
13032450	PALISADES	JUL 28, 1939	474111.419	ALPINE TO IRWIN	JAN 1-DEC 31
* 13032450	PALISADES	DEC 31, 1999	40965.475	ALPINE TO IRWIN	JAN 1-DEC 31
	TOTAL		645956.688		
13032510	P BIRD	DEC 9, 1912	3.600	IRWIN TO HEISE	JAN 1-DEC 31
13032520	A ROSTAD	MAY 1, 1890	2.400	IRWIN TO HEISE	JAN 1-DEC 31
13033010	PALISADES CANAL	MAY 1, 1886	3.800	IRWIN TO HEISE	JAN 1-DEC 31
13033010	PALISADES CANAL	MAY 20, 1889	9.800	IRWIN TO HEISE	JAN 1-DEC 31
13033010	PALISADES CANAL	JUN 30, 1890	7.000	IRWIN TO HEISE	JAN 1-DEC 31
13033010	PALISADES CANAL	AUG 15, 1893	28.300	IRWIN TO HEISE	JAN 1-DEC 31
13033010	PALISADES CANAL	JUN 1, 1898	9.600	IRWIN TO HEISE	JAN 1-DEC 31
13033010	PALISADES CANAL	JUN 1, 1899	1.000	IRWIN TO HEISE	JAN 1-DEC 31
13033010	PALISADES CANAL	JUN 1, 1900	26.400	IRWIN TO HEISE	JAN 1-DEC 31
13033010	PALISADES CANAL	JUN 1, 1901	0.800	IRWIN TO HEISE	JAN 1-DEC 31
13033010	PALISADES CANAL	MAY 15, 1908	3.200	IRWIN TO HEISE	JAN 1-DEC 31
13033010	PALISADES CANAL	APR 17, 1914	0.400	IRWIN TO HEISE	JAN 1-DEC 31
13033010	PALISADES CANAL	OCT 23, 1914	0.800	IRWIN TO HEISE	JAN 1-DEC 31
13033010	PALISADES CANAL	JAN 22, 1916	97.800	IRWIN TO HEISE	JAN 1-DEC 31
	TOTAL		188.900		
13033643	J FLEMING	JUN 1, 1885	1.000	IRWIN TO HEISE	JAN 1-DEC 31
13033643	J FLEMING	JUN 1, 1886	1.000	IRWIN TO HEISE	JAN 1-DEC 31
13033643	J FLEMING	APR 12, 1982	1.600	IRWIN TO HEISE	JAN 1-DEC 31
	TOTAL		3.600		
13033690	T LOTT #2	MAY 1, 1888	2.160	IRWIN TO HEISE	JAN 1-DEC 31
13037305	I SPAULDING (TR)	AUG 21, 1912	1.100	IRWIN TO HEISE	JAN 1-DEC 31
13037490	B FOSTER	APR 30, 1987	6.000	IRWIN TO HEISE	JAN 1-DEC 31
13037505	ANDERSON	01-64 AUG 1, 1880	160.000	HEISE TO BLW DRY BED	JAN 1-DEC 31
13037505	ANDERSON	01-65 APR 3, 1884	340.000	HEISE TO BLW DRY BED	JAN 1-DEC 31
13037505	ANDERSON	01-66 JAN 18, 1888	16.900	HEISE TO BLW DRY BED	JAN 1-DEC 31
13037505	ANDERSON	01-66 APR 15, 1889	300.000	HEISE TO BLW DRY BED	JAN 1-DEC 31
13037505	ANDERSON	-156 JUN 1, 1902	24.000	HEISE TO BLW DRY BED	JAN 1-DEC 31
13037505	ANDERSON	207 JAN 22, 1916	300.000	HEISE TO BLW DRY BED	JAN 1-DEC 31
13037505	ANDERSON	241 JAN 22, 1916	12.000	HEISE TO BLW DRY BED	JAN 1-DEC 31
13037505	ANDERSON	322 APR 1, 1939	80.000	HEISE TO BLW DRY BED	JAN 1-DEC 31
	TOTAL		1232.900		
13037855	M NEWBY #1	MAY 1, 1902	5.600	HEISE TO BLW DRY BED	JAN 1-DEC 31
13037855	M NEWBY #1	APR 1, 1939	6.000	HEISE TO BLW DRY BED	JAN 1-DEC 31
13037855	M NEWBY #1	APR 19, 1945	2.100	HEISE TO BLW DRY BED	JAN 1-DEC 31
	TOTAL		13.700		
13037980	FARMERS FRIEND	JUN 1, 1885	2.833	HEISE TO BLW DRY BED	JAN 1-DEC 31
13037980	FARMERS FRIEND	JUN 1, 1885	0.840	HEISE TO BLW DRY BED	JAN 1-DEC 31
13037980	FARMERS FRIEND	JUN 1, 1887	16.380	HEISE TO BLW DRY BED	JAN 1-DEC 31
13037980	FARMERS FRIEND	JAN 18, 1888	283.100	HEISE TO BLW DRY BED	JAN 1-DEC 31
13037980	FARMERS FRIEND	JUN 1, 1888	22.400	HEISE TO BLW DRY BED	JAN 1-DEC 31
13037980	FARMERS FRIEND	JUN 1, 1889	9.180	HEISE TO BLW DRY BED	JAN 1-DEC 31
13037980	FARMERS FRIEND	JAN 22, 1916	160.000	HEISE TO BLW DRY BED	JAN 1-DEC 31
	TOTAL		494.733		
13037985	ENTERPRISE	MAR 22, 1895	120.000	HEISE TO BLW DRY BED	JAN 1-DEC 31
13037985	ENTERPRISE	APR 15, 1898	68.000	HEISE TO BLW DRY BED	JAN 1-DEC 31
13037985	ENTERPRISE	JAN 22, 1916	62.000	HEISE TO BLW DRY BED	JAN 1-DEC 31
	TOTAL		250.000		

Progressive
Irrigation
Water
Right

* Palisades Reservoir right was accounted for with a 1999 priority in order to comply with the rental pool's last to fill rules.

CARRYING RIGHT AGREEMENT

THIS AGREEMENT, is made and entered into this 16th day of February, 2005, by and between the IDAHO IRRIGATION DISTRICT, organized and existing in accordance with the laws of the State of Idaho, hereinafter referred to as "IDAHO" and PROGRESSIVE IRRIGATION DISTRICT, organized and existing in accordance with the laws of the State of Idaho, hereinafter referred to as "PROGRESSIVE".

WITNESSETH:

WHEREAS, Idaho is an irrigation district created and existing in accordance with the laws of the State of Idaho, which owns and operates a canal system in Bonneville and Bingham Counties, Idaho; and

WHEREAS, Progressive is an irrigation district created and existing under and by virtue of the laws of the State of Idaho which owns and operates a canal system in Bonneville and Jefferson Counties, Idaho; and

WHEREAS, Idaho deems it necessary and convenient to carry up to 1331.45 acres of water for the Schwendiman Project with pump located at NW4, Section 21, Township 3N, Range 39 E.B.M. on the Iona Hill, for certain periods in certain portions of the canal system of Progressive; and Progressive deems it necessary and convenient to carry up to 1331.45 acres of water for certain periods in certain portions of the canal system of the Idaho Irrigation.

WHEREAS, the Progressive has, at this time, adequate additional capacity into canal system to enable it to carry Idaho's water as requested; And the Idaho has at this time, adequate additional capacity in its canal system to enable it to carry Progressive's water as requested.

NOW, THEREFORE, for and in consideration of the mutual terms, covenants and conditions contained herein, the parties hereto do hereby agree, as follows:

1. TERM:

That Progressive shall carry up to 1331.45 acres for Idaho in Progressive's canal system commencing with the 2006 and forward during the irrigation seasons subject to the terms and conditions contained herein and subject to a yearly review of the acres in case of any exclusions. That Idaho shall carry up to 1331.45 acres of Progressive's water in Idaho's canal system commencing with the 2006 and forward during the irrigation seasons subject to the terms and conditions contained herein and subject to a yearly review of the acres in case of any exclusions.

2. PAYMENT:

That Idaho shall pay Progressive to carry up to 1331.45 acres of Idaho's water in Progressive's system commencing the 2006 irrigation season and forward a sum equal to forty percent (40) of the amount charged an Progressive patron for use of an equal amount of water and the same shall be paid by Idaho at the same times and in the same amounts as would be required of Progressive patrons. And that Progressive shall pay Idaho to carry up to 1331.45 acres of Progressive's water in Idaho's system commencing the 2006 irrigation season and forward a sum equal to forty percent (40%) of the amount charged an Idaho patron for use of an equal amount of water and the same shall be paid by Progressive at the same times and in the same amounts as would be required of Idaho patrons.

3. CONTROL AND OPERATION:

That Progressive's officers, agents and employees shall have the sole and exclusive right to determine how and when Idaho's said water may be carried in Progressive's canal system and the sole and exclusive right to determine where and when Idaho's said water may be diverted from Progressive's system; and, further that Progressive's said officers, agents and employees shall be the sole persons authorized to in any manner operate or control the devices by which Idaho's said water is diverted into Progressive's canal system from whatever source, and is thereafter diverted from it. And that Idaho's officers, agents and employees shall have the sole and exclusive right to determine how and when Progressive's said water may be carried in Idaho's canal system and the sole and exclusive right to determine where and when Progressive's said water may be diverted from Idaho's system: and, further that Idaho's said officers, agents and employees shall be the sole person authorized to in any manner operate or control the devices by which Progressive's said water is diverted into Idaho's canal system from whatever source, and is thereafter diverted from it.

4. TERMINATION:

Any and all notices required under the terms of this agreement shall be given by Idaho Irrigation to Progressive Irrigation or Progressive Irrigation to Idaho Irrigation by certified mail, return receipt, postage prepaid, in care of the following name and address:

Progressive Irrigation District
2585 North Ammon Road
Idaho Falls, ID. 83401-1949

Idaho Irrigation District
496 E. 14th Street
Idaho Falls, Id. 83404-5965

Or at any other address subsequently furnished in writing by either party. Notice shall be deemed given on its date of mailing, or upon written acknowledgement of its receipt by personal delivery, whichever shall be earlier.

5. ASSIGNMENT:

That Idaho shall not assign this agreement, or any interest herein, without the prior written consent of Progressive or that Progressive shall not assign this agreement, or any interest herein, without the prior written consent of Idaho.

6. WAIVER:

Waiver by either party or any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition, or any subsequent breach of the same or any other term, covenant or condition herein contained.

7. ATTORNEY'S FEES:

In the event an action is brought to enforce any of the terms, covenants or conditions of this agreement, or in the event this agreement is placed with an attorney for collection or enforcement, the successful party to such an action or collection shall be entitled to recover from the losing party a reasonable attorneys' fee, together with such other costs as may be authorized by law.

8. COMPLETE AGREEMENT:

There are no verbal promises, implied promises, agreements, stipulations, representations or warranties of any character or kind between the parties hereto or their agents, except those set forth in writing in this agreement.

9. BINDING EFFECT:

All of the terms, conditions and covenants of this agreement shall be binding upon and shall inure to the benefit of all heirs, personal representatives, successors and assigns of the respective parties hereto, and subject to approval of the Idaho Department of Water Resources and Bureau Of Reclamation.

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

IDAHO IRRIGATION DISTRICT

By Barry L Christensen
It's President

PROGRESSIVE IRRIGATION DISTRICT

By Ray Suiter
It's President

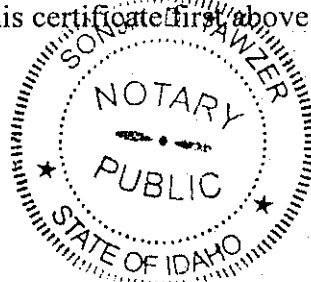
STATE OF IDAHO

)
) SS:

Count of Bonneville

On this 19th day of April, 2005, before me, the undersigned, a Notary Public in and for the State of Idaho, personally appeared Barry L. Christensen, known to me to be the President of Idaho Irrigation District, and acknowledged to me that said District executed the same.

In Witness Whereof, I have hereunto set my hand and affixed by official seal the day and year in this certificate first above written.



Sonja D. Tawzer
Notary Public for Idaho
Residing at: Idaho Falls
My Commission Expires: 5-5-07

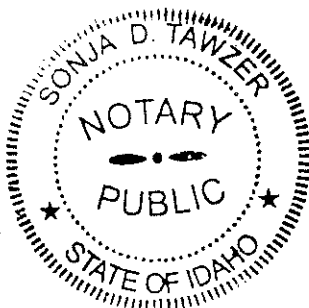
STATE OF IDAHO

)
) SS:

County of Bonneville

On this 22nd day of April, 2005 before me, the undersigned, a Notary Public in and for the State of Idaho, personally appeared Ray Suiter, known to me to be the President of Progressive Irrigation District, and acknowledged to me that said District executed the same.

In Witness Whereof, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



Sonja D. Tawzer
Notary Public for Idaho
Residing at: Idaho Falls
My Commission Expires: 5-5-07

Idaho Irrigation District and Progressive Irrigation District Point of Diversion Maps attached hereto. Current Idaho Irrigation Water Right delivery point is in the Idaho Canal located at NW $\frac{1}{4}$ SE $\frac{1}{4}$, Section 36, Township 4N, Range 38 E.B.M. Current Progressive Irrigation Water Right delivery point is in the Eagle Rock Canal located at NW $\frac{1}{4}$ SW $\frac{1}{4}$, Section 31, Township 4N, Range 41 E.B.M.

Proposed Delivery point for Progressive Irrigation District 26.63 CFS Diversion would be at the current Idaho Irrigation delivery point. Proposed delivery point for Idaho Irrigation District 26.63 CFS would be at the current Progressive Irrigation delivery point.