

RECEIVED

AUG 09 1996

Department of Water Resources  
Eastern Region

WORKING AGREEMENT  
BETWEEN

The BUTTE SOIL AND WATER CONSERVATION DISTRICT, State of Idaho, referred to below as the "District", and the JAMES CREEK FLOOD, referred to below as the "Enterprise".

The purpose of this agreement is to establish general responsibilities and obligations of the Enterprise and the District in preparation of the operations plan, construction plans, and installation of the facility.

A. The District will:

1. Furnish technical assistance to develop the appropriate operations plan which includes project feasibility, estimates of quantities, general layout, the conservation aspects, construction program and schedule, allocations of cost, maintenance program and broad design requirements necessary to insure that the structure meets the needs of conservation.
2. Furnish such technical assistance for consultation with the Enterprise's inspector in checking compliance with the construction specifications for this project as may be available to it.

B. The Enterprise will:

1. Cooperate with the District in development of the required plans, with the objective of completion of satisfactory plans for installation by the Enterprise.
2. Encourage the adoption of soil conservation and erosion control measures in furtherance of the District Work Plan in the territory surrounding the lands owned or controlled by the Enterprise which may affect the drainage or irrigation problem within the Enterprise.
3. Maintain in a manner satisfactory to the District Governing Body all measures and structures undertaken or constructed by either the Enterprise or the District in accordance with the provisions of the plan.
4. Provide necessary rights-of-way (by deed or easement) to carry out properly the operations contemplated in the plans to be developed.
5. Be responsible for providing water rights and required permits.
6. Be responsible for all cost of construction and maintenance.

It is mutually agreed that :

1. The operations plan may be changed at any time by the consent of both parties. Such changes may be brought about in order to make the plan current or to cover work on additional land.
2. Neither the District nor the Enterprise shall be liable for any damage to other's property resulting from the carrying out of the Plan, except damages caused by negligence or willful misconduct. The Enterprise will protect and save harmless the District from all claims or damages to persons or property resulting from work done in accordance with the Plan, including, but not limited to, claims for flooding or lands and property affected by the improvement, lowering water table, and failing structures repaired or constructed.
3. Neither the District nor the Enterprise is bound by any obligations in this agreement which will involve the expenditure of funds or the furnishing of resources in excess of that authorized by law.
4. This agreement will take effect on the date of the last signature to it and will remain in effect until terminated by mutual consent or until sixty (60) days after either party has given the other party written notice of intent to terminate.

JAMES CREST

By \_\_\_\_\_  
(Chairman, Governing Body of Enterprise)

(Date)

The signing of this agreement on behalf of the \_\_\_\_\_  
was authorized by a resolution of the Governing Body of the \_\_\_\_\_  
adopted at a meeting held on \_\_\_\_\_, 19\_\_\_\_.

(Secretary, Enterprise Governing Body)

(17)

BUTTE SOIL AND WATER CONSERVATION DISTRICT

By Emile L. May  
(Chairman, District Governing Body)

3/2/66, 1966

running with the land described herein and binding upon all subsequent purchasers of said land.

IN WITNESS WHEREOF, the undersigned have set their hands and seals this  
day of \_\_\_\_\_, 196\_\_.

S/Steve W. Tibbitts, Arco, Idaho

S/James A. Noble, Moore, Idaho

S/Reuben H. Babcock, Moore, Idaho

S/O. Wilkie Noble, Moore, Idaho

S/Lawrence R. Babcock, Moore, Idaho

S/John E. Phillips, Arco, Idaho

S/Irvin Moss, Chas. O. Arco, Arco, Idaho

S/John Techick, Arco, Idaho

S/Reuben L. Jensen, Moore, Idaho

S/Jay F. Pearson, Moore, Idaho

S/Jenness W. Andersen, Moore, Idaho

S/L. Vaughn Jensen, Moore, Idaho

S/Albert L. Babcock, Moore, Idaho

S/Arvin L. Reynolds, Moore, Idaho

S/Arthur W. Reynolds, Moore, Idaho

S/Ray G. Tibbitts, Moore, Idaho

S/Elden E. Reynolds, Moore, Idaho

S/Anthony E. Madsen, Arco, Idaho

WORKING AGREEMENT

RECEIVED

AUG 09 1996

between

Department of Water Resources  
Eastern Region

The BUTTE SOIL & WATER CONSERVATION DISTRICT, State of Idaho, and the JAMES CREEK GROUP, Steve Tibbitts, Manager, Arco, Idaho, referred to below as the Enterprise.

PURPOSE

The purpose of this agreement is to coordinate the activities and efficiently use the resources of the two parties in carrying on irrigation work in the interest of soil and water conservation and wise land use within the Butte Soil and Water Conservation District.

TO FURTHER THIS PURPOSE:

A. The District will:

1. Furnish technical assistance, supervision and the necessary plans of operations as required by the Enterprise to carry out soil and water conservation practices.

B. The Enterprise will:

1. Provide the necessary rights-of-way to carry out properly the operations contemplated in the operations plan.
2. Furnish the necessary equipment, materials and labor to carry out the plan.
3. Encourage the adoption of soil and water conservation measures on the surrounding land controlled by the Enterprise which may effect the irrigation problems within the enterprise.
4. Maintain all measures and structures undertaken or constructed by the Enterprise in accordance with the provisions of the plan.

C. It is Mutually Agreed that:

1. The Plan of Operations may be changed at any time by the consent of both parties. Such changes may be brought about in order to make the plan current or to cover work on additional land.
2. Neither the District nor the Enterprise shall be liable for any damage to the other's property resulting from the carrying out of the plans, excepting damages caused by negligence or willful misconduct. The Enterprise will protect and save harmless the District, from all claims or damages to persons or property resulting from work done in accordance with the plans, including but not limited to, claims for flooding of land and property affected by the improvements, raising or lowering the water table, and failure of structures repaired or constructed.

3. Neither the District nor the Enterprise is bound by any obligations in this agreement which will involve the expenditure of funds or the furnishing of resources in excess of the amounts made available to it, or for a period in excess of that authorized by law.
4. This agreement will take effect upon the date of signature and will remain in effect until such time as either party gives sixty days written notice to the other.

JAMES CREEK GROUP  
Steve Tibbitts, Manager  
Arco, Idaho

BY: Steve Tibbitts  
Steve Tibbitts, Manager

DATE: Nov. 24, 1965

BUTTE SOIL & WATER CONSERVATION DISTRICT  
Emlen G. Mays, Chairman  
Howe, Idaho

BY: \_\_\_\_\_

DATE: \_\_\_\_\_