

IDAHO DEPARTMENT OF WATER RESOURCES
RECOMMENDATION OF WATER RIGHTS ACQUIRED UNDER STATE LAW

RIGHT NUMBER: 63-32695B

NAME AND ADDRESS: NAMPA & MERIDIAN IRRIGATION DISTRICT
1503 FIRST ST SOUTH
NAMPA ID 83651

SOURCE: ~~WASTEWATER~~ GROUND WATER TRIBUTARY: ~~WILSON DRAIN~~

QUANTITY: ~~12.12~~ 8.00 CFS
4,125.0 AFY

The rights listed below are limited to a total combined diversion rate of 30 cfs.
Combined Right Nos.: 63-7879, 63-9194, 63-32695A and 63-32695B.

PRIORITY DATE: ~~06/06/1962~~ 05/03/1974

This water right is subordinate to all water rights with a priority date earlier than April 12, 1994, that are not decreed as enlargements pursuant to Section 42-1426, Idaho Code. As between water rights decreed as enlargements pursuant to Section 42-1426, Idaho Code, the earlier priority right is the superior right.

POINT OF DIVERSION:

T02N R02W S2 NWSW Within CANYON County
T02N R02W S2 NWSW Within CANYON County
T02N R02W S2 NWSW Within CANYON County
T02N R02W S2 SWSW Within CANYON County
T02N R02W S2 SWSW Within CANYON County
T02N R02W S2 SWSW Within CANYON County
T02N R02W S2 SWSW Within CANYON County
T02N R02W S2 SWSW Within CANYON County
T02N R02W S2 SWSW Within CANYON County
T02N R02W S11 NWNW Within CANYON County
T02N R02W S11 NWNW Within CANYON County
T02N R02W S3 NESE Within CANYON County

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
IRRIGATION	03/01 11/15	~~12.12~~ 8.00 CFS 4,125.0 AFY

PLACE OF USE:

69495 ACRES TOTAL

The boundary encompassing the place of use for this water right is described with a digital boundary as defined by I.C. Section 42-202B(2) and authorized pursuant to I.C. Section 42-1411(2)(h). The data comprising the digital boundary are incorporated herein by reference and are stored on a CD-ROM disk issued in duplicate originals on file with the SRBA District Court

SF5 Right No. 63-32695B

and the Idaho Department of Water Resources. A map depicting the place of use is attached hereto to illustrate the place of use described by the digital boundary.

This right when combined with Right Nos. 63-198AJ, 63-199B, 63-200B, 63-2392B, 63-2968, 63-30181, 63-32695A and 63-33739 can be used to irrigate up to 69,495 acres within the boundary of the Nampa & Meridian Irrigation District.

OTHER PROVISIONS NECESSARY FOR DEFINITION OR ADMINISTRATION OF THIS WATER RIGHT:

This partial decree is subject to such general provisions necessary for the definition of the rights or for the efficient administration of the water rights as may be ultimately determined by the Court at a point in time no later than the entry of a final unified decree. Section 42-1412(6), Idaho Code.

This water right is also the subject of an operational agreement effective July 16, 2013 between Nampa & Meridian Irrigation District and the Idaho Department of Fish and Game, and recorded in the Canyon County Recorder's Office as Instrument No. 2013-036811.

This right is based upon an enlargement of Right No. 63-7879 pursuant to Section 42-1426, Idaho Code.

EXPLANATORY MATERIAL: BASIS OF CLAIM - Beneficial Use

Right includes accomplished change in point of diversion pursuant to Section 42-1425, Idaho Code.

Right Nos. 63-7879, 63-9194 and 63-32695A are also diverted through the six points of diversion in the SWSW, S2, Twp. 02N, Rge. 02W, and the two points of diversion in the NWNW, S11, Twp. 02N, Rge. 02W.

AMENDED DIRECTOR'S REPORT

Subcase No. 63-32695
(Split into 63-32695A & 63-32695B)

In Re SRBA
Twin Falls County Civil Case No. 39576

DISTRICT COURT - SRBA
Fifth Judicial District
County of Twin Falls - State of Idaho

SEP 30 2011

By _____ Clerk
Deputy Clerk

Report to the SRBA District Court

Prepared by the Idaho Department of Water Resources
Gary Spackman, Interim Director
Carter Fritschle, Manager, Adjudication Section

September 30, 2011

DESCRIPTIVE SUMMARY

This is an Amended Director's Report submitted by the Interim Director of the Idaho Department of Water Resources.

DISCUSSION

Pursuant to the *Order Requesting Amended Director's Report from IDWR; Order Setting Deadlines* issued by Special Master Booth on July 15, 2011, the Director submits the attached Amended Director's Reports for filing with the Court.



Carter Fritschle
Manager, Adjudication Section

IDAHO DEPARTMENT OF WATER RESOURCES
CLAIMS / RIGHTS NOT RECOMMENDED

<u>W. R. NUMBER</u>	<u>NAME AND ADDRESS</u>	<u>CLAIM DISPOSITION REASON</u>
63-32695	NAMPA & MERIDIAN IRRIGATION DISTRICT C/O RINGERT CLARK LAW ATTN DAN STEENSON PO BOX 2773 BOISE ID 83701-2773	DISALLOWED RECOMMENDED AS WATER RIGHT NOS. 63-32695A & 63-32695B

IDAHO DEPARTMENT OF WATER RESOURCES
RECOMMENDATION OF WATER RIGHTS ACQUIRED UNDER STATE LAW

RIGHT NUMBER: 63-32695A

NAME AND ADDRESS: NAMPA & MERIDIAN IRRIGATION DISTRICT
1503 FIRST ST SOUTH
NAMPA ID 83651

SOURCE: GROUND WATER

TRIBUTARY:

QUANTITY: 11.880 CFS
6,126.600 AFY

The maximum diversion rate for all rights diverted from the two points of diversion in T02N, R02W, S11, NWNW is limited to 10.78 cfs.

PRIORITY DATE: 06/06/1962

POINT OF DIVERSION:

T02N R02W S2 NWSW Within CANYON County
T02N R02W S2 NWSW Within CANYON County
T02N R02W S2 NWSW Within CANYON County
T02N R02W S11 NWNW Within CANYON County
T02N R02W S11 NWNW Within CANYON County

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
IRRIGATION	03/01 11/15	11.880 CFS 6,126.60 AFY

PLACE OF USE:

69495 ACRES TOTAL

This right when combined with Right Nos. 63-198AJ, 63-199B, 63-200B, 63-2392B, 63-2968, 63-30181 & 63-32695B can be used to irrigate up to 69,495 acres within the boundary of the Nampa Meridian Irrigation District.

The boundary encompassing the place of use for this water right is described with a digital boundary as defined by I.C. Section 42-202B(2) and authorized pursuant to I.C. Section 42-1411(2)(h). The data comprising the digital boundary are incorporated herein by reference and are stored on a CD-ROM disk issued in duplicate originals on file with the SRBA District Court and the Idaho Department of Water Resources. A map depicting the place of use is attached hereto to illustrate the place of use described by the digital boundary.

OTHER PROVISIONS NECESSARY FOR DEFINITION OR ADMINISTRATION OF THIS WATER RIGHT:

This partial decree is subject to such general provisions necessary for the definition of the rights or for the efficient administration of the water rights as may be ultimately determined by the Court at a point in time no later than the entry of a final unified decree. Section 42-1412(6), Idaho Code.

EXPLANATORY MATERIAL: BASIS OF CLAIM - Beneficial Use

Water Right Nos. 63-7879 and 63-9194 are also diverted from the two points of diversion in the NWNW, S11, T2N, R2W.

IDAHO DEPARTMENT OF WATER RESOURCES
RECOMMENDATION OF WATER RIGHTS ACQUIRED UNDER STATE LAW

RIGHT NUMBER: 63-32695B

NAME AND ADDRESS: NAMPA & MERIDIAN IRRIGATION DISTRICT
1503 FIRST ST SOUTH
NAMPA ID 83651

SOURCE: WASTE WATER

TRIBUTARY: WILSON DRAIN

QUANTITY: 12.120 CFS

PRIORITY DATE: 06/06/1962

POINT OF DIVERSION:

T02N R02W S3 NESE Within CANYON County

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
IRRIGATION	03/01 11/15	12.120 CFS

PLACE OF USE:

This right when combined with Right Nos. 63-198AJ, 63-199B, 63-200B, 63-2392B, 63-2968, 63-30181 & 63-32695A can be used to irrigate up to 69,495 acres within the boundaries of the Nampa Meridian Irrigation District.

The boundary encompassing the place of use for this water right is described with a digital boundary as defined by I.C. Section 42-202B(2) and authorized pursuant to I.C. Section 42-1411(2)(h). The data comprising the digital boundary are incorporated herein by reference and are stored on a CD-ROM disk issued in duplicate originals on file with the SRBA District Court and the Idaho Department of Water Resources. A map depicting the place of use is attached hereto to illustrate the place of use described by the digital boundary.

OTHER PROVISIONS NECESSARY FOR DEFINITION OR ADMINISTRATION OF THIS WATER RIGHT:

This partial decree is subject to such general provisions necessary for the definition of the rights or for the efficient administration of the water rights as may be ultimately determined by the Court at a point in time no later than the entry of a final unified decree. Section 42-1412(6), Idaho Code.

EXPLANATORY MATERIAL: BASIS OF CLAIM - Beneficial Use

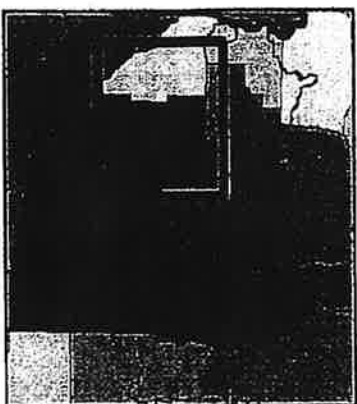
Nampa And Meridian Irrigation District

Adjudication Recommendations: 63-32695A, 63-32695B



Irrigation Service Area Boundary
GIS Place of Use Illustration

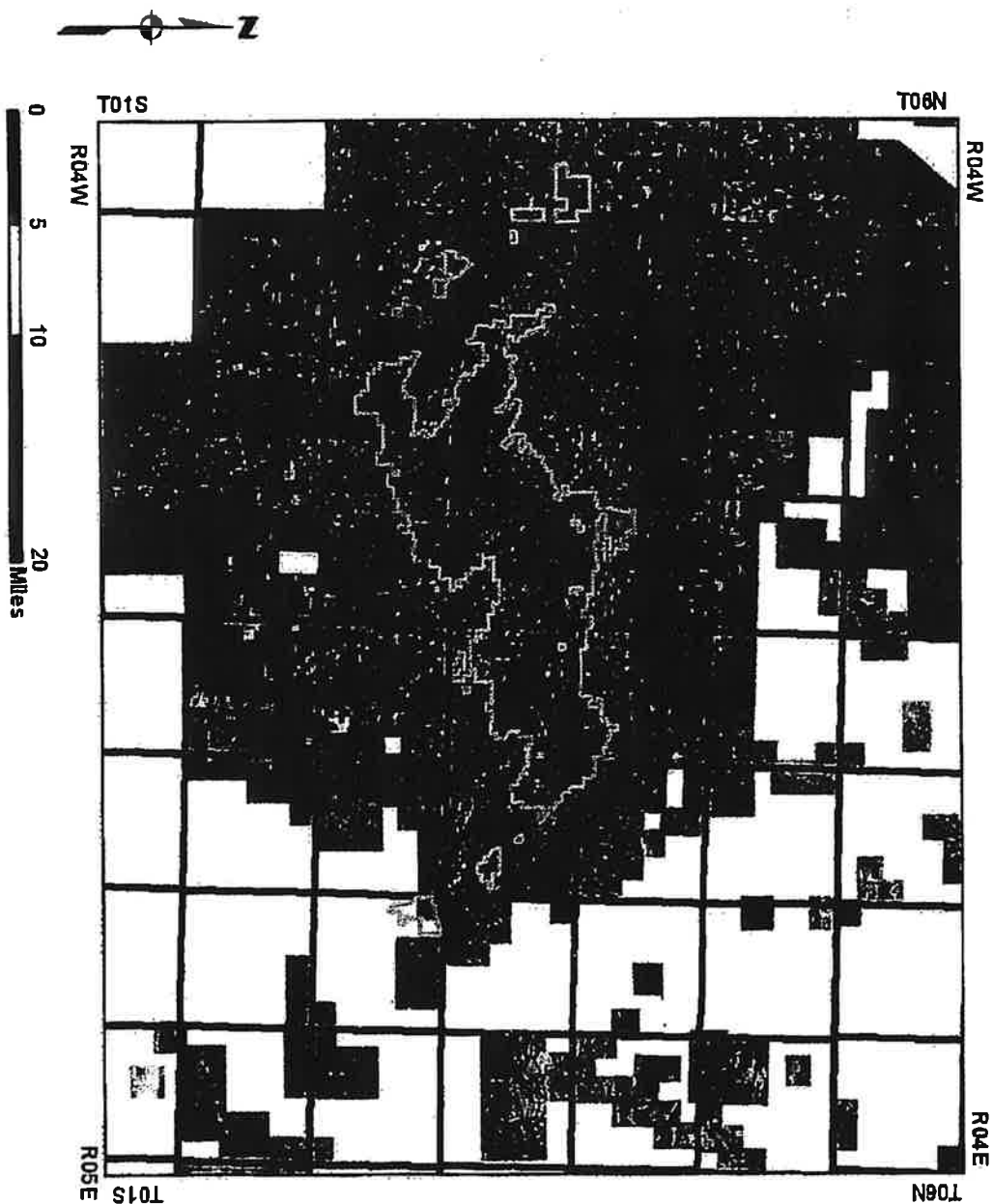
Legend



Boise, Canyon, Ada Counties

IDWR Basin 63

Prepared by Favreau, Danielle
On September 30, 2011
1987 Aerial Photography



CERTIFICATE OF SERVICE

I certify that on September 30, 2011, I served the original and/or copies of this form, including all attachments, to the following persons by delivering the original and/or copies, as follows:

1. Original to:

Clerk of the District Court
Snake River Basin Adjudication
253 Third Avenue North
P.O. Box 2707
Twin Falls, Idaho 83303-2707

☐ Overnight Mail
☒ Regular Mail
☐ Hand-Delivered
☒ Facsimile

2. Copies to:

UNITED STATES OF AMERICA
Represented by:
U.S. DEPARTMENT OF JUSTICE
ENVIRONMENT & NATURAL RESOURCES
550 WEST FORT STREET, MSC 033
BOISE, ID 83724

STATE OF IDAHO
Represented by:
NATURAL RESOURCES DIVISION CHIEF
STATE OF IDAHO
ATTORNEY GENERAL'S OFFICE
P.O. BOX 44449
BOISE, ID 83711-4449

DIRECTOR OF IDWR
P.O. BOX 83720
BOISE, ID 83720-0098

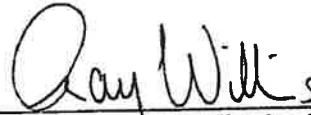
NAMPA & MERIDIAN IRRIGATION
Represented by:
DANIEL V. STEENSON
455 S. THIRD ST
P.O. BOX 2773
BOISE, ID 83701-2773

STATE OF IDAHO

Represented by:

NATURAL RESOURCES DIVISION CHIEF**STATE OF IDAHO****ATTORNEY GENERAL'S OFFICE****P.O. BOX 44449****BOISE, ID 83711-4449****STATE OF IDAHO DEPARTMENT OF FISH & GAME**

Represented by:

STATE OF IDAHO**P.O. BOX 44449****BOISE, ID 83711-4449****ADA COUNTY COURTHOUSE****200 W. FRONT STREET****BOISE ID 83702-7300****CANYON COUNTY COURTHOUSE****1115 ALBANY STREET****CALDWELL ID 83605**

Signature of person delivering form

IDAHO DEPARTMENT OF WATER RESOURCES
RECOMMENDATION OF WATER RIGHTS ACQUIRED UNDER STATE LAW

RIGHT NUMBER: 63-32695B

NAME AND ADDRESS: NAMPA & MERIDIAN IRRIGATION DISTRICT
1503 FIRST ST SOUTH
NAMPA ID 83651

SOURCE: ~~WASTEWATER~~ GROUND WATER TRIBUTARY: ~~WILSON DRAIN~~

QUANTITY: ~~12.12~~ 8.00 CFS
~~4,125.0~~ AFY

The rights listed below are limited to a total combined diversion rate of 30 cfs.
Combined Right Nos.: 63-7879, 63-9194, 63-32695A and 63-32695B.

PRIORITY DATE: 05/03/1974

This water right is subordinate to all water rights with a priority date earlier than April 12, 1994, that are not decreed as enlargements pursuant to Section 42-1426, Idaho Code. As between water rights decreed as enlargements pursuant to Section 42-1426, Idaho Code, the earlier priority right is the superior right.

POINT OF DIVERSION:

T02N R02W S2 NWSW Within CANYON County
T02N R02W S2 NWSW Within CANYON County
T02N R02W S2 NWSW Within CANYON County
T02N R02W S2 SWSW Within CANYON County
T02N R02W S2 SWSW Within CANYON County
T02N R02W S2 SWSW Within CANYON County
T02N R02W S2 SWSW Within CANYON County
T02N R02W S2 SWSW Within CANYON County
T02N R02W S2 SWSW Within CANYON County
T02N R02W S11 NWNW Within CANYON County
T02N R02W S11 NWNW Within CANYON County
~~T02N R02W S3 NESE Within CANYON County~~

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
IRRIGATION	03/01 11/15	~~12.12~~ <u>8.00</u> CFS ~~4,125.0~~ <u>AFY</u>

PLACE OF USE:

The boundary encompassing the place of use for this water right is described with a digital boundary as defined by I.C. Section 42-202B(2) and authorized pursuant to I.C. Section 42-1411(2)(h). The data comprising the digital boundary are incorporated herein by reference and are stored on a CD-ROM disk issued in duplicate originals on file with the SRBA District Court and the Idaho Department of Water Resources. A map depicting the place of use is attached hereto to illustrate the place of use described by the digital boundary.

SF5 Right No. 63-32695B

This right when combined with Right Nos. 63-198AJ, 63-199B, 63-200B, 63-2392B, 63-2968, 63-30181, 63-32695A and 63-33739 can be used to irrigate up to 69,495 acres within the boundary of the Nampa & Meridian Irrigation District.

OTHER PROVISIONS NECESSARY FOR DEFINITION OR ADMINISTRATION OF THIS WATER RIGHT:

This partial decree is subject to such general provisions necessary for the definition of the rights or for the efficient administration of the water rights as may be ultimately determined by the Court at a point in time no later than the entry of a final unified decree. Section 42-1412(6), Idaho Code.

This water right is also the subject of an operational agreement effective July 16, 2013 between Nampa & Meridian Irrigation District and the Idaho Department of Fish and Game, and recorded in the Canyon County Recorder's Office as Instrument No. 2013-036811.

This right is based upon an enlargement of Right No. 63-7879 pursuant to Section 42-1426, Idaho Code.

EXPLANATORY MATERIAL: BASIS OF CLAIM - Beneficial Use

Right includes accomplished change in point of diversion pursuant to Section 42-1425, Idaho Code.

Right Nos. 63-7879, 63-9194 and 63-32695A are also diverted through the six points of diversion in the SWSW, S2, Twp. 02N, Rge. 02W, and the two points of diversion in the NWNW, S11, Twp. 02N, Rge. 02W.

SRBA

DIRECTORS REPORT 63-32695B

[Return to SRBA Home Page](#)

IWT072

IDAHO DEPARTMENT OF WATER RESOURCES
RECOMMENDED WATER RIGHTS ACQUIRED UNDER STATE LAW

Right Number: 63-32695B

*
* THIS DIRECTORS REPORT HAS BEEN AMENDED SINCE *
* IT WAS 1ST FILED. *
*

Name and Address: NAMPA & MERIDIAN IRRIGATION
DISTRICT
1503 FIRST ST SOUTH
NAMPA, ID 83651

Source: WASTE WATER Tributary: WILSON DRAIN

Quantity: 12.12 CFS

Priority Date: 06-06-1962

Diversion Point: T02N R02W S03 NESE Within Canyon County

Purpose and			
Period of Use:	Purpose of Use	Period of Use	Quantity
	Irrigation	03-01 TO 11-15	12.12 CFS

Place of Use: See remarks

The boundary encompassing the place of use for this water right is described with a digital boundary as defined by I.C. Section 42-202B(2) and authorized pursuant to I.C. Section 42-1411(2)(h). The data comprising the digital boundary are incorporated herein by reference and are stored on a CD-ROM disk issued in duplicate originals on file with the SRBA District Court and the Idaho Department of Water Resources. A map depicting the place of use is attached hereto to illustrate the place of use described by the digital boundary. This right when combined with Right Nos. 63-198AJ, 63-199B, 63-200B, 63-2392B, 63-2968, 63-30181 & 63-32695A can be used to irrigate up to 69,495 acres within the boundaries of the Nampa Meridian Irrigation District.

Other Provisions Necessary for Definition / Administration of this Water Right:

Explanatory Material: Basis of Claim - Beneficial Use

[Return to SRBA Home Page](#)

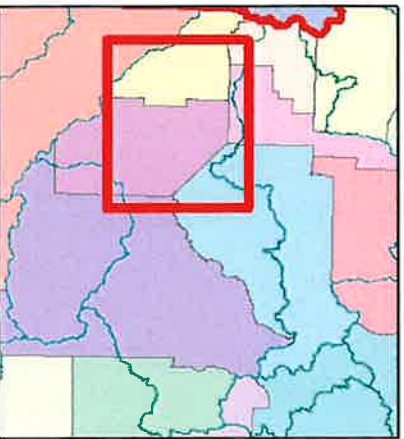


Nampa And Meridian Irrigation District

Adjudication Recommendations: 63-32695A, 63-32695B

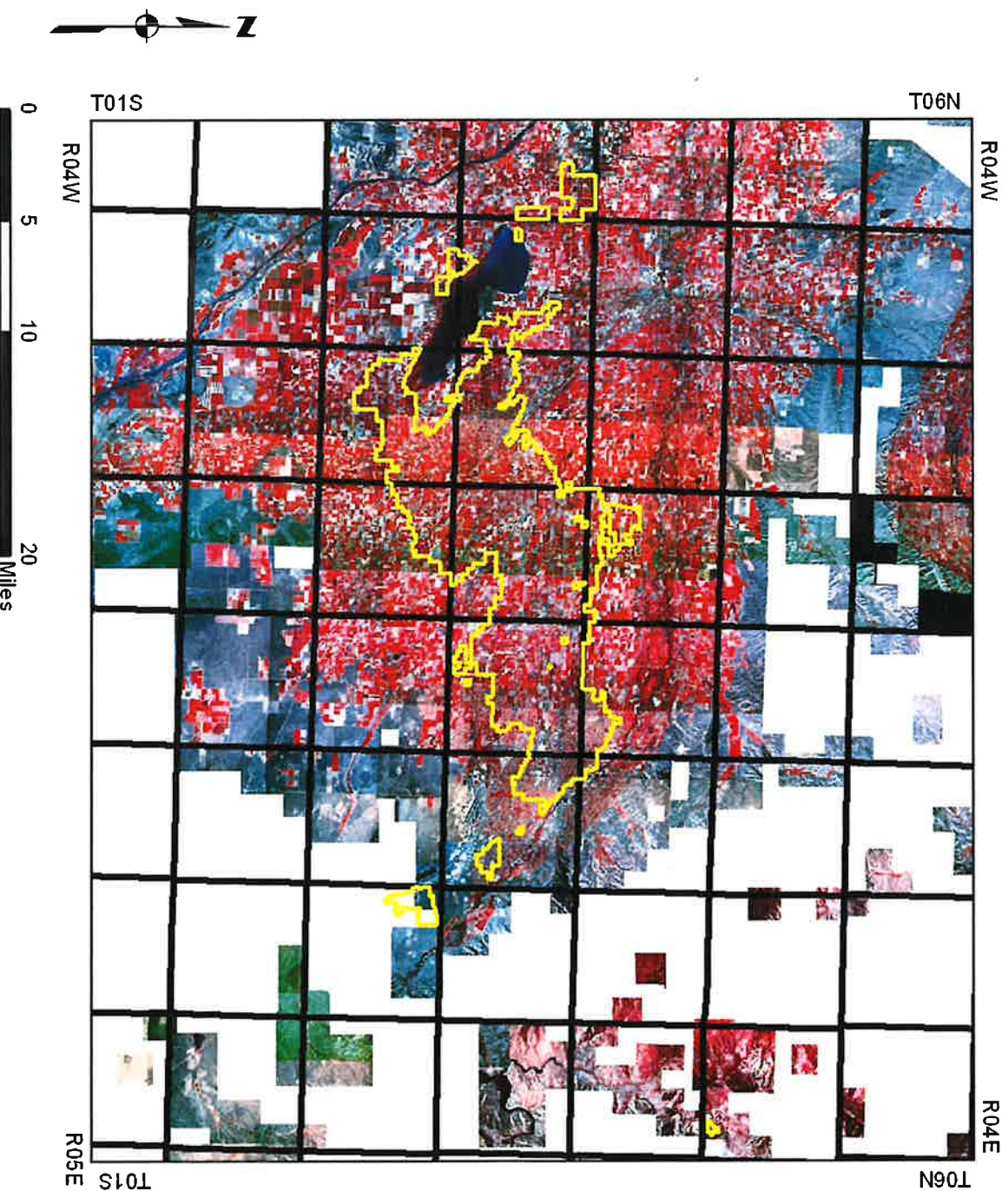
Irrigation Service Area Boundary
GIS Place of Use Illustration

Legend



Boise, Canyon, Ada Counties
IDWR Basin 63

Prepared by Favreau, Danielle
On September 30, 2011
1987 Aerial Photography



9-28-11

MEMO TO FILE

From: Jan Shurte

63-32695

1st recommendation – included all of the Fish and Game wells with the measurement for the 2 Patterson wells and another third well from a field exam previously conducted in 1991. Due to the equipment used in the measurement at the time the best measuring point was after the 3rd well. Fish & Game's wells were included in this recommendation. Following the objection filed for the 2nd recommendation further review and field exams were conducted and led to the 3rd recommendation as explained below under 3rd recommendation.

2nd recommendation - Strictly based on the well log submitted by Mr. Hosack, well driller, dating the wells as being completed in 1965. No one disagreed that this was the correct well log for the Patterson wells only that they had been drilled earlier. A deed was submitted dated 1964 with an objection from Nampa Meridian ID showing at that time the Andersons were selling the land to Nampa Meridian along with the two Patterson wells. Further information concerning the timing of the well logs, can be found in the file and this convinced the reviewer that a recommendation needed to be made.

3rd recommendation- Split Rights

63-32695A –

This right covers the two Patterson wells at the greatest amount measured. Well #1 measured 5.22 cfs in the fall, 2010. Then, Well #1 measured 4.98 cfs in March, 2011. I chose the larger of the measurements 5.22 cfs to add with Well #2. Well #2 was measured in the fall, 2010 at 5.15 cfs. When the well was measured in March 2011 it was measured at 5.56 cfs. Again I took the larger of the measurements for Well No. 2. When Well No. 1 and 2 are added together they equal 10.78 cfs. Thus, the quantity limiter for 10.78 cfs when they are combined with the two other rights which include these wells 63-7879 and 63-9194. When the licenses were issued for 7879 & 9194 in 1991 they found 16.2 cfs coming from Well Nos. 1, 2, & 3. This reviewer used the 16.2 cfs in the first recommendation due to a lack of any other measurements. During our fall, 2010 field exam we measured well #3 which came out to be 5.6 cfs. With Well #'s 1 & 2 highest measurements totaling 10.78 cfs, it is not far off from the difference between the 16.2 cfs for all 3 measured in 1991 minus the 5.6 cfs measured for well #3 in October, 2010 equaling 10.6 cfs for the two Patterson wells. This shows that in 1991 the wells were producing within .18 cfs from the measurements in 2010 and 2011.

The reason that the Fish & Game wells were not included on this recommendation is due to:

1 – These wells were drilled for the fish hatchery in 1973 and 1978. Permit Nos. 63-7879 and 63-9194 which were later licensed were filed for 8 wells, 6 of which are on the hatchery property and 2 (Patterson wells) which are on NMID property.

The wells were drilled for fish propagation and even though the agreements give Nampa Meridian Irrigation District permission to have certain controls over the flows from the wells it does not give them a beneficial use water right to the wells. The beneficial use began after the wells were drilled in 1974 and 1978 which is later than the mandatory permit date for groundwater rights or 3-25-1963. The agreements cover the water delivery situation which exists between Nampa Meridian and Fish and Game due to the water dynamics of this area. The agreements were made because Fish and Game developed the wells for fish production, filed the water rights, and what was needed was a water distribution agreement for the Patterson wells and other sources (in this case wastewater from the Fish & Game wells and wastewater from irrigation)

The 24 cfs was never proven to have ever solely come from the Patterson's wells. No information has been given to prove that amount was ever produced. Several different amounts have been spoke of over the years. The 24 cfs is the amount noted in the agreement in 1973, however, it is also noted that it not only comes from the Patterson wells, but also from other sources. The other sources are the wastewater from Nampa Meridian's system and from Fish & Game's other 6 wells. In 1973 Mr. Anderson wrote Water Resources concerning his future plans for the fish facility and referenced the approximate 14 cfs from the Patterson wells at that time. See letter dated 11-7-73 in file. Then, in 1989 there was a supplemental agreement written that was done because the artesian flows were too low at certain times of the year and Fish and Game were proposing installing pumps in the wells. In this agreement, between Fish and Game and Nampa Meridian, 12 cfs is the amount that cannot be exceeded from the pumping of the Patterson wells. The measurement in 1991 show approx. 10.6 cfs from the Patterson wells after Well #3 is subtracted out and our largest two measurements in 2010 and 2011 show 10.78 cfs. The remainder recommended under this right is from the three artesian wells located in the NWSW, S2 which flow directly into the Bray lateral and basically lie in the Bray lateral. These are on another person's land, however, they do not have any other water use or rights and are well casings that flow artesian flow into the Bray with no diversions other than for Nampa Meridian from the Bray lateral.

63-32695B –

This recommendation is for the remainder of the claimed cfs from wastewater sources tributary to the Wilson Drain. The Bray lateral and the Wilson Drain collect wastewater from the 6 Fish and Game wells after they go through the hatchery along with wastewater from their own system and possibly from other ditch entities wastewater south of this area delivering through the New York Canal system.

Within this complicated system of wastewater the Bray lateral water can flow into the Wilson Drain and the Wilson Drain wastewater can flow into the Bray lateral. There is wastewater from the wells flowing into the Bray lateral and Wilson Drain through headgate systems.

The agreements were made to manage this entire system in order for Nampa Meridian Irrigation District to not be deprived of wastewater that had been forming in the swampy area now known as Wilson ponds. Evidence of this swampy area can be seen as far back as 1939 aerial photos. This wastewater is used continuously throughout the downstream service areas for Nampa Meridian ID.

10-28

RECEIVED

OCT 31 2011

DEPARTMENT OF
WATER RESOURCES

DANIEL V. STEENSON (ISB#4332)
S. BRYCE FARRIS (ISB #5636)
RINGERT LAW CHARTERED
455 South Third Street
P.O. Box 2773
Boise, Idaho 83701
Telephone: (208) 342-4591

Attorneys for Nampa & Meridian Irrigation District

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)
A. Subcase 63-32695B
(Insert water right no.)
STANDARD FORM 1
OBJECTION

Please fill in the following information:

B. NAME AND ADDRESS OF PERSON OBJECTING

Name: NAMPA & MERIDIAN IRRIGATION DISTRICT

Address: 1503 First Street South
Nampa, Idaho 83651

Daytime Phone: 208-466-7861

Name & Address of Attorney, if any:
Daniel V. Steenson
S. Bryce Farris
Ringert Law Chartered
P.O. Box 2773
Boise, ID 83701

C. CLAIMANT OF WATER RIGHT AS LISTED IN DIRECTORS'S REPORT

Name: Nampa & Meridian Irrigation District

Address: 1503 First Street South
Nampa, Idaho 83651

D. I object to the following elements as recommended in the Director's Report. (Please check the Appropriate box(es)).

- | | | |
|-----|--------------------------|---|
| 1. | X | Name and Address
Should be: See below. |
| 2. | X | Source
Should be: See below. |
| 3. | X | Quantity
Should be: See below. |
| 4. | X | Priority Date
Should be: See below. |
| 5. | X | Point(s) of Diversion
Should be: See below. |
| 6. | ☐ | Instream Flow Description
Should be: N/A |
| 7. | X | Purpose(s) of Use
Should be: See below. |
| 8. | X | Period of Year
Should be: See below. |
| 9. | X | Place of Use
Should be: See below. |
| 10. | X | I object because: See below. |
- ☐ This water right should not exist.
- ☐ This water right was not recommended, but should be recommended with the elements described above.

E. **REASONS SUPPORTING OBJECTION (S):** Claimant was granted leave to amend its claim for water right no. 63-32695 and Claimant subsequently filed a Second Amended Claim for water right no. 63-32695. However, the Amended Director's Report recommends that water right no. 63-32695 be "disallowed" and instead be split as water right nos. 63-32695A and 63-32695B. Claimant disagrees with said recommendation and claims that the water right should be recommended as claimed in the Second Amended Claim. In the alternative that the water right is split into water right nos. 63-32695A and 63-32695B, Claimant objects to the elements of this water right, including, but not limited to, the source, points of diversion and quantity.

F.

VERIFICATION (must be completed)

State of Idaho)
) ss.
County of Ada)

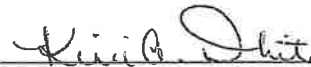
S. Bryce Farris, duly sworn, upon oath, deposes and says:

That I am the party/claimant filing this objection, as defined by I. C. §§ 42-1401A (1) and (6) or that I am the attorney for the party/claimant objecting and that I have read this objection, know its contents and believe that the statements are true to the best of my knowledge.


S. Bryce Farris

Subscribed and sworn to before me on: October 28th, 2011




Notary Public for Idaho
Residing at: Boise, Idaho
My Commission Expires: 04/01/16

INSTRUCTIONS FOR MAILING

You must mail the objection, to the Clerk of the Court. **FAX filings will not be accepted.** You must also send a copy to all the parties listed below in the Certificate of Mailing.

CERTIFICATE OF MAILING

I certify that on October ^{28th}, 2011, I mailed the original and copies of this objection, including all attachments, to the following persons:

1. Original to:

Clerk of the District Court
Snake River Basin Adjudication
253 Third Avenue North
PO Box 2707
Twin Falls, ID 83303-2707

2. One copy to the Claimant of the water right at the following address:

Name: Nampa & Meridian Irrigation District
Address: 1503 First Street South
Nampa, Idaho 83605

3. Copies to:

IDWR Document Depository
PO Box 83720
Boise, ID 83720-0098

United States Department of Justice
Environment and Natural Resource Division
550 West Fort Street, MSC 033
Boise, ID 83724

Chief, Natural Resources Division
Office of the Attorney General
State of Idaho
PO Box 44449
Boise, ID 83711-4449

Harriet Hensley
Idaho Attorney General
P.O. Box 83720
Boise, ID 83720-0010



Signature of Objector or attorney
mailing on Objector's behalf

9-28-11

MEMO TO FILE

From: Jan Shurte

63-32695

1st recommendation – included the two Patterson well measurements along with a 3rd well measurement from a field exam previously conducted in 1991 for Fish and Game's Right No. 63-9194. Due to the equipment used in the measurement at the time the best measuring point was down the pipeline after the 3rd well (Fish & Game well) comingled with the Patterson well's flow. This is addressed again below for the recommendation on 63-32695A. Fish & Game's wells were not included in this recommendation.

2nd recommendation - Strictly based on the well log submitted by the well driller, Hosack, showing the wells as being completed in 1965. This 1965 date was past the mandatory permit date of 3-25-1963 and the right was recommended as disallowed.

Objection resolution: NMID submitted an objection to the disallowal along with a 1964 deed showing that the Anderson were selling the land to NMID along with the two Patterson wells. This cast doubt on the well log's starting and ending date being 1965. The wells must have existed prior to 1965 in order for them to have been sold with the land in 1964. Further information concerning the timing of the well logs can be found in the file. Based on this information the right could be recommended and the following recommendations were made.

3rd recommendation- Split Rights

63-32695A –

This right covers the two Patterson wells at the largest amount measured during the field exams in the fall of 2010 and spring of 2011. Well #1 measured 5.22 cfs in the fall, 2010. Well #1 was measured again in March, 2011 showing 4.98 cfs produced. I chose the larger of the measurements, or 5.22 cfs for the recommendation. Well #2 was measured in the fall, 2010 at 5.15 cfs. Well #2 was again measured in March 2011 producing 5.56 cfs. Again I took the larger of the measurements, or 5.56 cfs, for Well No. 2. When Well No. 1 and 2 are added together they equal 10.78 cfs. This 10.78 cfs is reflected in the the total combined quantity condition for this right and Right Nos. 63-7879 and 63-9194. When the licenses were issued for 7879 & 9194 in 1991 they found 16.2 cfs coming from Well Nos. 1, 2, & 3. This reviewer used the 16.2 cfs in the first recommendation due to a lack of any other measurements. During our fall, 2010 field exam we again measured well #3 which came out to be 5.6 cfs. With Well #'s 1 & 2 highest measurements totaling 10.78 cfs, the difference between the 16.2 cfs for all 3 wells measured in 1991 minus the 5.6 cfs measured for well #3 in October, 2010, is 10.6 cfs which is not far from the 10.78 cfs measured for just the two Patterson wells in 2010 and 2011. This shows that in 1991 the wells were producing .18 cfs less than in 2010 and 2011.

The reason that the Fish & Game wells were not included on this recommendation is due to:

1 – These wells were drilled for the fish hatchery in 1973 and 1978. Permit Nos. 63-7879 and 63-9194 which were later licensed were filed for 8 wells, 6 of which are on the hatchery property and 2 (Patterson wells) which are on NMID property.

The wells were drilled for fish propagation and even though the agreements purport to give Nampa Meridian Irrigation District permission to have certain controls over the flows from the wells it does not give them a beneficial use water right to the wells. The beneficial use began after the wells were drilled in 1974 and 1978 which is later than the mandatory permit date for groundwater rights or 3-25-1963. The agreements cover the water delivery situation which exists between Nampa Meridian and Fish and Game due to the water dynamics of this area. The agreements were made because Fish and Game developed the wells for fish production, filed the water rights, and what was needed was a water distribution agreement for the Patterson wells and other sources (in this case wastewater from the Fish & Game wells and wastewater from irrigation)

The 24 cfs was never proven to have ever solely come from the Patterson's wells. No information has been given to prove that amount was ever produced. Several different amounts have been spoken of over the years. The 24 cfs is the amount noted in the agreement in 1973, however, it also notes that the 24 cfs not only comes from the Patterson wells, but also from "other sources" which are not defined in the agreement. The other sources may include the wastewater from Nampa Meridian's system and from Fish & Game's other 6 wells. In 1973 Mr. Anderson wrote Water Resources concerning his future plans for the fish facility and referenced the approximate 14 cfs from the Patterson wells at that time. See letter dated 11-7-73 in file. Then, in 1989 there was a supplemental agreement between NMID and cFish and Game that was done because the artesian flows were too low at certain times of the year and Fish and Game were proposing installing pumps in the wells. In this agreement 12 cfs is the amount that cannot be exceeded from the pumping of the Patterson wells. The measurement in 1991 show approx. 10.6 cfs from the Patterson wells after Well #3 is subtracted out and our largest two measurements in 2010 and 2011 show 10.78 cfs. The remaining 1.1 cfs recommended under this right is from the three artesian wells located in the NWSW, S2 which flow directly into the Bray lateral and basically lie in the Bray lateral. This totals the 11.88 cfs recommended. These three artesian wells are on another person's land and they do not have any other water use or water rights. They consist of various sized well casings extending 2' above the marshy area which have artesian flows into the Bray lateral. The only diversion out of the Bray lateral prior to the measuring point is for Nampa Meridian into the Partridge lateral.

63-32695B –

This recommendation is for the remainder of the claimed cfs from wastewater sources tributary to the Wilson Drain. The Bray lateral and the Wilson Drain collect wastewater from the 6 Fish and Game wells after they go through the hatchery along with wastewater from their own system and possibly from other ditch entity's wastewater south of this area delivering through the New York Canal system.

Memo for NMID vs Fish and Game – 63-7879, 9194 & 32695

Originally recommended water right 63-32695 for 16.2 cfs with a 6/6/1962 priority date based on minutes from a NMID meeting with the landowner (driller) who wanted to drill more drainage wells due to the saturation of the soil from the NMID irrigation water coming into the area.

An objection was filed by NMID to the water right for the source, quantity, place of use, other provisions necessary and explanatory material. Another objection was filed by BLM for the place of use for NMID which has been resolved and a response was filed by the State of Idaho on behalf of the Idaho Dept of Fish and Game which has an agreement with NMID over the wells originally recommended.

During my research for the objection filed by NMID, along with the amended claim filed claiming not only the Patterson wells that the agreement with Fish and Game is on, but also all of the Fish and Game wells covered under F & G's water right nos. 63-7879 and 9194 along with 3 different flowing artesian wells, I investigated well logs in this area and found a well log which is for the Patterson wells dated 1970 with a 1965 date as to when both of the wells were drilled. Based on this new found information, I disallowed the water right due to being outside the mandatory irrigation season.

Information was submitted by the attorneys for NMID showing that indeed wells were drilled for drainage before 1965 and even after 1965. The scenario shown by Mr. Steenson, attorney for NMID is that in 1964 the property owner, who also happened to be the well driller, sold the property to NMID along with the two Patterson wells. If this was the case, then it would indicate that the wells were drilled prior to the date put on the well drilling report dated 1970. See Mr. Steenson's letter dated May 24, 2011 for further details.

The current situation is that it appears there is not enough evidence to warrant disallowal of this right based on the well log submitted by Mr. Hosack (property owner and well driller). The Dept did have a push for well drillers to file all old well logs in the late 60s and early 70s which probably prompted Mr. Hosack to file several well logs at that time. The fact that he sold the land in 1964 to NMID with two wells indicates the date on the well log submitted, and used to disallow the claim, may not be able to stand up in court. Therefore, this right can be recommended, however, other changes have been discovered during the investigation due to the objection.

The original recommendation was made based on a measurement conducted in 1991 by Mel Schulte in which he measured the two Patterson wells and also included a 3rd well due to the inability of making a measurement, at that time, without inclusion of that well. The total amount measured from these three wells was 16.2 cfs. Thus, without any other measurement I recommended 16.2 cfs for this right originally.

However, during the field exam conducted on 10-28-2010, Patterson well #1(eastside) measured 5.22 cfs, Patterson Well #2 (Westside) measured 5.15 cfs for a total of 10.37 cfs. We then measured the third well included in the 1991 measurement and measured 5.6 cfs. These measurement were done using

ultrasound water measuring devices. When you add up all 3 well measurements the total is 15.97 cfs which does come very close to the amount measured for all 3 in 1991 (16.2 cfs). However, the 1962 priority date is only for the two Patterson wells and therefore the recommendation can only be for the 10.37 cfs amount measured for those two wells. The wells were claimed as accomplished transfers, additional points of diversion and the district feels it maintains what was originally historically available for their system, thus the filing. They would like to add the additional cfs from the Fish and Game wells to their water right, up to 24 cfs. What I need to do is find out if this is possible and whether we need information on how much of that is wastewater or if there is any natural flow that could have been coming in there in the beginning.

The claim was also amended to add several 3 artesian wells which still need evidence of priority and measurements.

Draft of July 24, 1914

THIS AGREEMENT made this 1st day of June, 1915,
between the UNITED STATES OF AMERICA, acting for this purpose
by the Secretary of the Interior, under the provisions of the
Act of Congress of June 17, 1902 (32 Stat. 388) known as the
Reclamation Act, and acts amendatory thereto or supplementary
thereto, and the Act of Congress of February 21, 1911, (36 Stat. L.
925), the party of the First Part, hereinafter called the United
States, and the PAMPA & MERIDIAN IRRIGATION DISTRICT, an Irrigation
District organized under the laws of the State of Idaho, and
located in Canyon and Ada Counties, Idaho, acting for the purposes
of this contract under authority of Title 14 of the Idaho Revised
Codes, including Sections 2396, 2397, and 2398, the party of the
second part, hereinafter called the District-

WITNESSETH - That,

WHEREAS, the District includes within its boundaries
about Twenty-four Thousand Five Hundred Fifty-seven (24,557)
acres of irrigated land, Twenty-two thousand six hundred twelve
(22,612) acres of which are entitled to receive water from the
District; the remainder being irrigated with water from the
Settlers' and New York Canals; and whereas, the District owns
and controls that certain canal known as the Ridenbaugh Canal
through which water is supplied from Boise River to the lands

DRAINAGE
DECLARATION

of the District for irrigation and domestic purposes, and whereas, the natural flow of Boise River which the District is entitled to divert under its priorities and appropriations, is insufficient during the latter part of said irrigation season to furnish a complete water supply for the lands of the District, and the District desires to secure a certain amount of stored water in order to furnish its land owners and water users a more complete water supply during the low water periods of the irrigation season, and

WHEREAS, the ground water table is rising in the District and in places is already close to the surface, so that a large part of the lands of the District are likely to become permanently ruined and incapable of producing crops, or bearing any share of the expense of the District, unless a drainage system is promptly provided; and whereas, it is believed that such a drainage system will reclaim considerable areas which cannot now be cultivated successfully on account of such seepage conditions, and will check the spread of such seepage conditions, and save other large areas which are now threatened with destruction from the same cause; and

WHEREAS, the United States is now constructing, under the provisions of the Reclamation Act, that certain irrigation project known as the "Boise Project", including the Arrowrock and Deer Flat storage reservoirs, and a portion of the lands of the

District have been subscribed to said project by the individual owners of such lands; and

WHEREAS, it is believed that under existing conditions the only way in which the additional water supply and drainage system required by the District can be secured promptly and at a cost which the land owners of the District can afford to pay, is by means of a contract between the District and the United States, under the provisions of the Acts of Congress of June 17, 1902 (32 Stat. 368) and February 21, 1911 (36 Stat. L., 925) and Title 14 of the Idaho Revised Codes.

NOW, THEREFORE, it is hereby agreed-

1. That as a part of the general drainage system of its Boise Project, the United States will construct for theampa & Meridian Irrigation District, a drainage system to a total cost of Five Hundred Fifty-seven Thousand Dollars, (557,000). The location of the drains, to be constructed, is shown on the map attached hereto and marked Exhibit "A", it being understood that in general drains numbered "one" on the said map will be constructed first, drains numbered "two" will be constructed next, drains numbered "three" will be constructed last, so far as said limit of expenditure will allow such work to go, such drainage system to have sufficient capacity in its main drains to carry the seepage water flowing into the District from the lands lying above the

District and drainage into it, as well as that originating in the District itself, the Supervising Engineer in charge of such construction shall have the right to make changes in the alignment of the drains shown on the attached map, and in grades and cross-sections, where such changes shall be found in his judgment to be necessary or desirable to increase the efficiency or economy of the system. It is understood that in case any part of the work shown on the said map shall prove unnecessary for the benefit of District lands, such part may be omitted by mutual consent of the parties hereto. It is fully understood that the United States is to expend only Five Hundred Fifty-seven Thousand Dollars (\$557,000), including cost of preliminary work in drainage construction for the District, under this contract, and to stop when such limit of expenditure has been reached. It is not expected that the lands of the District can be completely drained at this cost nor a drainage system extended to each farm unit, but that only a number of principal drains will be constructed with which individual and community farm drains can be connected.

2. That for the purposes of this contract, irrigable lands in the District which are now entitled to $5/8$ of a miner's inch of water or more per acre, out of the present water rights of the District, or of the Settlers' District or through ownership of stock in the New York Canal Company,

are considered as old water right lands and referred to herein under that name; irrigable lands in the District which have no water right from the District or the Settlers' District, and have not been irrigated through ownership of stock in the New York Canal Company, are considered as project lands and referred to herein under that name, and irrigable tracts of land in the District which are entitled to some water from the present water rights of the District, or of the Settlers' District or through ownership of stock in the New York Canal Company, but less than $5/8$ of an inch per acre, shall be considered as old water right lands to the extent of the number of acres for which the water right of such tract will provide $5/8$ of an inch per acre, and project lands as to the remainder thereof.

3. That the District will pay to the United States for that portion of the above described drainage work in the District, equitably chargeable to the old water right lands in the District, the sum of Two Hundred Sixty-six Thousand Dollars (\$266,000), in the same number of annual installments not less than ten (10) and same percentage of the total in each annual installment as is fixed by the Secretary of the Interior for the lands of the Boise Project in his Public Notice announcing the construction charge for the Boise Project, the first installment to be due and payable one (1) year after the day on which said Public Notice for the Boise

Project is issued by the Secretary of the Interior, and one installment on the same day of each year thereafter until all installments are paid, and will use the taxing power of the District and all the powers and resources of the District to collect said sums of money and pay the same to the United States when due. The benefits of the expenditures of said sum of Two Hundred Sixty-six Thousand Dollars (\$266,000) for drainage shall be apportioned among the old water right lands of the District. No portion of said sum of Two Hundred Sixty-six Thousand Dollars (\$266,000) shall be apportioned to the project lands in the District but the balance of the said sum to be expended on drainage works in the District as provided in paragraph 1 hereof shall be charged to the general expense of the Boise Project and the project lands in the District shall pay the construction, operation and maintenance charges provided in paragraphs 11 and 12 hereof.

4. That after the construction thereof, the District will maintain said drainage system in good serviceable condition, at its own expense, and shall charge the cost thereof to the old water right lands in the District in the proportion which the amount of construction cost chargeable to the old water right lands in the District, to-wit, Two Hundred Sixty-six Thousand Dollars (\$266,000), bears to the total construction cost, to-wit, Five Hundred Fifty-seven Thousand

Dollars (\$557,000), and will charge the balance to the United States. In case the District shall fail or neglect to maintain said drainage system in good serviceable condition, the United States may maintain or repair the same and charge the cost thereof to the District, which cost the District will promptly pay.

5. The right to water developed in the drainage system herein provided for shall belong to the Boise Project and the old water right lands of the District, and be divided between said Boise Project and said old water right lands of the District in the same proportion as the cost of the drainage system herein provided, and the drains to be constructed under this contract shall be subject to use by the lands of the Boise Project whether outside or inside the District, as well as the old water right lands of the District.

6. That the District will pay to the United States the sum of Twenty-four Thousand Eight Hundred Forty Dollars for storage capacity in Arrowrock Reservoir- a reservoir to be constructed by the United States on Boise River in Boise and Elmore Counties, Idaho, and to have a capacity of between 200,000 and 250,000 acre feet and the United States will provide for the District that portion of the total storage capacity of Arrowrock Reservoir which Twenty-four Thousand Eight Hundred Forty Dollars

in of the total cost of said reservoir, and will deliver at the downstream end of the outlet of the Arrowrock Reservoir, for the District each year after the completion of said reservoir, the same proportion of the stored water available from said reservoir at such times after three (3) days notice from the District to the United States officer in charge, and in such quantities as the District may direct not in excess of the District's proportionate part of the available outlet capacity. The total cost of said reservoir will be determined and stated by the Secretary of the Interior in his Public Notice of the charges to be made for the Boise Project, and to include all cost and expenses of whatsoever nature or kind for the purpose of, growing out of, in connection with, or resulting from the construction of said reservoir including engineering expenses and overhead charges, and such interest, if any, as may be payable on account of advances under the provisions of the Act of Congress of June 25, 1910 (36 Stat. L. 835), or other legislation by Congress.

7. The said sum of Twenty-Four Thousand Eight Hundred Forty Dollars shall be paid by the District to the United States in the same number of annual installments not less than ten (10) and same percentage of the total in each annual installment as is fixed by the Secretary of the Interior for the lands of the Boise Project in his Public Notice announcing the construction

charge for the Boise Project, the first installment to be due and payable one (1) year after the day on which said Public Notice for the Boise Project is issued by the Secretary of the Interior and one installment on the same day of each year thereafter until all installments are paid; and the District will use the taxing power of the District, and all the powers and resources of the District to collect said sums of money, and pay the same to the United States when due, and will also pay each year its proportionate share of the cost of operation and maintenance of said reservoir and delivery of water therefrom, as announced by the Secretary of the Interior.

8. No interest will be charged on any of the said installments for drainage work, or stored water, or money to be paid to the United States for operation and maintenance, on account of the drainage works or stored water, until due; but any part thereof which may remain unpaid after the same is due shall bear interest from maturity until paid at ten per cent (10%) per annum, and the United States shall not be obliged to deliver or turn out for the District any stored water while the District is in default on any of the payments herein provided to be made by the District to the United States.

9. The District agrees to distribute the amount of

water delivered to it by the United States under this contract in full compliance with the provisions of said Reclamation Act of June 17, 1902, and the rules and regulations thereunder, and to use and distribute the same only upon the lands within the District, and in compliance with the provisions of Section 2 of the Act of Congress of February 21, 1911 (36 Stat. L. 925) known as the Warren Act.

10. The stored water from Arrowrock Reservoir hereinabove agreed to be purchased by the District, shall be diverted from Boise River through the canal system of the District and delivered to old water right lands in the District to supplement the water supply of such lands at times when the natural flow of Boise River is insufficient, and the benefits and cost of such stored water shall be apportioned to such lands; Provided, however, that no portion of said stored water is to be delivered, and no part of the cost thereof apportioned to those old water right lands of the District to which the first priority right of the District has been allotted under the classification of lands as to priority, which has been made by the District, it being considered that the lands having the first priority right need no stored water.

11. For the project lands in the District, the United States will provide both storage capacity in the reservoirs

of the United States and carrying capacity in the United S Canal System of the Boise Project, and each year after the completion of the Arrowrock Reservoir, will deliver to the District for distribution to the project lands in the District lying under the canal system of the District, as nearly as practical, the same proportionate share per acre of the water actually available from said works of the United States, both flood water and stored water, as is provided for similar lands in the United States Boise Project, outside of the District except as otherwise provided in paragraph 12 hereof, but not more, however, than is needed for beneficial use on said land, and for the project lands in the District lying above the canal system of the District a similar water supply will be furnished directly by the United States through the laterals and canals of the United States. The water supply for the project lands in the District shall be carried through the Main Canal of the United States Boise Project, and that portion for the project lands lying under the canal of the District delivered to the District at convenient points in the District where laterals or distributing canals from the canal system of the United States reach or cross the canal of the District, and will there be received by the District and distributed by the District to the project lands in the District entitled to the use thereof; under the provisions of a certain contract for the distribution

of water, between the parties hereto, dated April 1, 1909, it being understood that the said certain contract shall remain in effect until such time as a new contract shall be mutually agreed upon by the parties hereto, providing for a different method of distribution of water and division of the cost of distribution.

12. The District will promptly apportion to the project lands in the District a total of Three Million Three Hundred four thousand five hundred (\$3,304,500) Dollars, being a charge of Seventy-five (\$75.00) Dollars per acre as the benefits under this contract to said lands; provided, however, that if the building charge per acre announced by the Secretary of the Interior in his Public Notice for similar lands of the Boise Project, is less than Seventy-five (\$75.00) Dollars per acre, then the assessment of benefits against the project lands in the District shall be reduced to the same amount per acre as is announced by the Secretary of the Interior for the similar lands of the Boise Project, and the District will collect the sums so apportioned to such project lands in the District and pay the same to the United States in the same number of annual installments not less than Ten (10) and same schedule of graduated payments as is fixed by the Secretary of the Interior in his Public Notices for similar lands of the Boise Project outside of the District. Provided, that should the construction charge per acre announced by the Secretary of the Interior, for the Boise

Project for a full water right, be in excess of Seventy-five Dollars (\$75.00) per acre of irrigable land, the benefits to be assessed to the project lands in the District under this contract and collected by the District under this contract from the said project lands for the payment to the United States of the construction charge, shall nevertheless be only Seventy-five Dollars (\$75.00) per acre, and the number of installments and the percentage of the total payable in each annual installment shall be the same number and percentage as for the lands of the Boise Project outside the District, but in that event, the amount of both stored water and flood water furnished for such project lands in the District by the United States shall be the same proportion of the amount furnished per acre to the lands of the Boise Project outside of the District as Seventy-five Dollars (\$75.00) per acre is to the charge announced for the Boise Project lands outside of the District; Provided, that in that event, the owners of project lands in the District, individually or the District on behalf of all the project land owners in the District, may, if they, or it so elect, by supplemental contract with the United States, secure from the United States works additional water sufficient to make their water rights equal in amount per acre to the rights furnished by the United States to similar project lands

outside of the District, by payment of the difference between Seventy-Five (\$75.00) Dollars per acre and the charge announced by the Secretary of the Interior in his Public Notice for the lands of the Boise Project outside the District, but the amount to be apportioned to the project lands in the District under this present contract shall not be in excess of Seventy-Five (\$75.00) Dollars per acre. The installments of the charges apportioned to the project lands in the District shall be due and payable from the District to the United States on the same dates as fixed by the Secretary of the Interior in his Public Notice for the payment of the charges for the lands of the Boise Project outside of the District. The District will be reimbursed by the United States for the cost of distributing the water to said project lands in the District by the payment to the District of the pro-rata share of the cost of operation and maintenance provided in the contract of April 1, 1909, between the District and the United States, until the expiration of said contract as provided in paragraph 11 hereof and thereafter under the new contract provided to be made in paragraph 11 hereof. The project lands in the District shall pay the same operation and maintenance charge per acre as announced by the Secretary of the Interior for similar lands of the Boise Project and the same shall be collected by the District for the United States and paid over by the District

to the United States, and upon notice from the officer of the United States in charge of the Boise Project, the District will withhold the delivery of water from such project lands in the District as are in default in the payment of said operation and maintenance charge.

13. It is fully understood that the old water right lands of the District shall not in any event be liable for any part of the charges herein agreed to be apportioned to and collected from the project lands, nor the project lands for any portion of the charges herein agreed to be apportioned to or collected from the old water right lands in the District, and the United States agrees to waive the right to hold either of said two classes of land for any part of the charges herein agreed to be apportioned to and paid by the other, but will look to the old water right lands for the old water right land charges and the project lands for the project land charges.

14. No interest will be charged on any of said installments for water to be supplied to said project lands in the District until due, but any part thereof which may remain unpaid after the same is due, shall bear interest from maturity until paid at ten (10%) per cent per annum, and the United States shall not be obliged to deliver or turn out for the District any water for such project lands in the District as

are in default on any of the payments herein provided to be made, Provided, the project lands in the District shall be subject to the same provisions as to residence, cultivation and limit of area as the lands of the Boise Project outside of the District.

15. The United States will assent to the release by the Payette-Boise Water Users' Association of such lands in the District as have been subscribed under stock subscription and contract to the said association, and have therefore become subject to the lien provided in such subscription and contract for the repayment of a proportionate part of the cost of the Payette-Boise Project from the lien and obligation of such stock subscription, and also release and cancel the contract under date of October 12, 1906, between the Nampa & Meridian Irrigation District and the Payette-Boise Water Users' Association, providing for a credit to the subscribed lands of the District for existing works, as regards both the old water right lands and the project lands.

16. The Payette-Boise Water Users' Association agrees to join in the release of said stock subscription contracts and liens upon conditions above stated, and its name is subscribed hereto in evidence thereof.

17. Where any appropriations of water have been made and water rights acquired by parties other than the District

out of any of the draws, sloughs or natural channels of the Naspa & Meridian Irrigation District, and such rights are interfered with by the deepening of such channels and the construction of the said drainage system in the District, it is understood that the money herein provided for the construction of drainage works shall be available for the satisfaction of any just claims for damages and of judgments, liabilities or obligations on account of, growing out of, or resulting from the interference with any such rights by the deepening of such channels and construction of such drainage system, and that the United States may pay such claims, judgments liabilities and obligations out of said money. Any lateral construction which may be agreed upon between the District and the United States as being necessary to replace the rights of flow through natural drainage lines, may be built by the United States as a part of the drainage system herein contemplated.

IN WITNESS WHEREOF, the parties hereto have caused their names and seals to be attached the day and year first above written, the Naspa & Meridian Irrigation District, and the Payette-Boise Water Users' Association, acting in pursuance of resolutions of their Board of Directors, of which

Certified copies are hereto attached and made a part hereof.

NANPA & MERIDIAN IRRIGATION DISTRICT

By H. E. Carpenter
President

(SEAL)

ATTORNEY:

G. L. Herington
Secretary

PAYETTE-BOISE WATER USERS' ASSOCIATION,

By J. W. Bessit

(SEAL)

ATTORNEY:

H. L. Girard,
Secretary

Andrius A. Jones
1st ASST. SECRETARY OF THE INTERIOR, for
and on behalf of the United
States.

Sgd. Dec. 13, 1915

COPY-MHM

Boise, Idaho,
Sept. 13, 1917.

Mr. J. A. Purden,
RFD #4,
Harpur, Idaho.

Dear Sir:

In further reply to your letter of August 16th regarding feasibility of your farm unit will say that Mr. Green, who called on you Sept. 11th has made the following report:

On Sept. 11th, 1917, in company with Mr. J. A. Purden, I inspected the drainage conditions on the latter's land and also on adjoining farms in the vicinity of Upper Wilson Drain. The attached map indicates the land which is suited.

"About a year ago, Mr. Burkholder, after a sub-soil survey, recommended for the protection of Mr. Anson's place that the parties interested dig the drain shown on the Anson Drain. This has not been dug to date. Since Mr. Burkholder's survey the Wilson Drain has lowered the water plane greatly on the northwest portion of Mr. Anson's farm. About one-half of the area marked suited in 1916 is fit for cultivation in 1917. It is hard to say how much farther southeast the drain will succeed in lowering the water plane."

"In making a casual surface survey it seems to me that if the parties interested will dig a drain where 'No. 1 Drain' is marked that the chances are very good that the water plane over the whole second tract will be lowered materially. This drain will be about 400 feet long, about 8 feet deep and require an excavation of about 1400 cubic yards, together with a 18-inch tile culvert under the highway."

I am therefore enclosing you sketch map showing this proposed "No. 1 Drain".

As stated in my letter of August 22d, this drain will be one of the individual or community drains connecting to the principal drains dug by the United States and the same must be constructed by the parties interested.

Very truly yours,
Project Manager,
1-2201. **A034405**

By - E. C. Fisher.

CC-MR. D. A. Hemington, Sec'y,
Harpur & Meridian Irr. Dist.,
Meridian, Idaho.

FEB 28 '19 93217



51 57

AG34406

A034406

U. S. E. S.
BOISE PROJECT 10440
MAP OF

WILSON DRAIN

Plan Secs 3, 10 & 11, T. 1 N., R. 1 E., S. 1 N.
Shading indicates area being water
filled for Wilson Drain Aug. 1916
Scale 1" = 400'

Land acquired 1916
Land acquired Sept. 1917

For these reasons, claim no. 63-32695 should not be bifurcated into two water rights. The right should be recommended and decreed as a single right for 24 cfs from the seepage/ground water source NMID has consistently used since 1962. The source should be described as either “wastewater” or as “groundwater,” and in either case should include a remark to explain that the water supply is seepage from the nearby Ridenbaugh Canal, New York Canal, associated delivery laterals, and from irrigation of nearby lands in NMID. The water right should be decreed with language that preserves NMID’s right to use water from the Patterson Wells and the IDFG wells under the priorities of its Boise River natural flow rights and storage water rights pursuant to state law.

1. 1919-Present: Seepage Source

The land in the vicinity of the Patterson Wells (fka Hosack Wells) in sections 2, 3, 10 and 11 in T2N, R2W, B.M. was historically water-logged as a result of seepage from nearby canals and irrigation of nearby lands within NMID. Nearby canals include NMID’s Ridenbaugh Canal and delivery laterals, and the New York Canal, operated by the Boise Project Board of Control, to deliver storage and natural flow water to the five Boise Project irrigation districts, including NMID, that are entitled to receive the water pursuant to contracts with the United States, Bureau of Reclamation (USBR).

Documents recently obtained from Record Group 115, Records of the Bureau of Reclamation U.S. National Archives and Records Administration, Rocky Mountain Branch, Denver, Colorado, verify that the source of groundwater diverted by the Patterson Wells and the IDFG wells is seepage from these nearby canals. Early in the 20th century, seepage from the delivery and use of water on lands in NMID (as well as in other areas of the Boise Valley) resulted in extensive water-logging, causing large tracts of land to be unusable for cultivation and other beneficial uses. To provide drainage for the water-logged lands and to recover the seepage water for beneficial use on lands within NMID, in 1915 NMID entered an agreement with USBR for USBR to construct a drainage system consisting of several large drains running through NMID in Ada and Canyon Counties. (**Attachment 1.**) Construction began in 1916, including construction of the Wilson Drain originating near the modern-day Nampa Fish Hatchery and running northwest through the City of Nampa.

Seepage and the resulting water-logging of the area where the Nampa Fish Hatchery and the Wilson Ponds are now located was of particular concern. Construction of the Wilson Drain in 1916 did not provide sufficient drainage to reclaim all of the “seeped area” that was mapped in 1916 and 1917 in **Attachment 2**. This map shows the seeped area at an elevation of 2514 to 2510 feet, 36 to 40 feet lower than the Ridenbaugh Canal at an elevation of 2550 feet a short distance to the southeast where the canal takes a 90 degree turn to the south. It also shows the head end of the Wilson Drain and the Bray Lateral, which at that time took water directly from the Ridenbaugh Canal. A subsequent sketch showing the “wet lands” during the 1918 irrigation season shows that the seeped area had increased in size, extending along both sides of the Wilson Drain and extending further southward toward the Ridenbaugh Canal and the New York Canal (identified in the map as the “Main South Side Canal”). (**Attachment 3.**) The 1918 wet lands included properties owned decades later by Allen Hosack, the Andersons and IDFG.

Transfer Case

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

DENVER, COLORADO JUNE 26, 1919

From: Drainage Engineer
To: Chief of Construction
Subject: Visit to Boise Project.

2. Seepage on the Upper Wilson Drain is very much worse than in previous years and probably over one hundred acres is now badly affected. In the study of existing ground water data, it seems probable that the seepage water is an accumulation of irrigation and canal losses on the higher surrounding areas and that the Deer Flat Reservoir losses have little or no effect on this area. The deep percolating seepage water finds its way into the porous lava beds which underlie the higher areas as well as in the immediate vicinity of the seeped tract and causes water-logging by direct upward pressure.

3. The domestic wells in the surrounding area have been measured and this information was plotted and studied in order to determine the probable source of the water. (See attached map).

4. The reasons for concluding that the source of the water lies in irrigation and canal losses rather than from Deer Flat Reservoir may be briefly summarized as follows:-

(a) The elevation of water in Deer Flat Reservoir appears to be insufficient to produce the head which seems to exist on the seepage area;

(b) The ground water does not slope upward toward Bear Flat Reservoir from the seeped area. In fact the slope seems to be somewhat reversed as the elevation of

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JUN 30 '79 57342

the ground water is lower under the natural draw just west of the seeped tract than on the surface of the ground where the seepage occurs.

(c) Ground water contours indicate that reservoir losses would flow directly north at this point, instead of easterly toward the seeped area.

(d) The quantity of water which causes the seepage could very easily come from adjacent canals and from higher irrigation, based on the observed losses from canals which, in this vicinity, are very low, and the available ground water elevations indicate that the source lies southerly from the seeped area.

5. It seems probable that no relief could be afforded by ordinary drainage means since the present water-logged condition extends to the banks of the present deep drain and the proposed method of drilling deep wells under the lava rock is believed to be a proper method for accomplishing drainage. It seems probable that a considerable flow can be developed by such wells since there is available at grade elevations of the Wilson drain approximately a maximum head of 20 feet. This head is understood to be some 5 to 8 feet greater than existed on the wells in the Twin Falls area, which has been successfully drained by wells and where flows of from 25 to 50 inches were developed in 6-inch deep wells. Contracts have been let for drilling wells in this area and it is understood that \$600 is available for the work.

6. It is proposed to undertake the drilling work in an experimental way so as to test out as much of the area as possible with available funds. It seems advisable, however, to confine the drilling to the vicinity of the present deep drain so that in case water is encountered, the effective head can be easily increased by cutting the well into the drain ditch.

7. The construction work in the Riverside Irrigation District is progressing satisfactorily with two draglines, each operated two shifts per day. This work is approximately 30% complete on the basis of the estimated cost of the work. The work is being done, however, at a substantial saving under the original estimate and the entire job is perhaps in the neighborhood of 40% complete.

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8. The drains completed to date have been quite effective and areas which have been badly water-logged to my knowledge for the past ten years are now entirely dry.

9. In the Big Bend portion of the District, where one dragline is now operating, the drains are located in a soft sandstone formation which requires some shooting and in which a comparatively light flow of water is developed. Drains cannot be expected to be as effective in this area as in some of the other areas which have been previously drained and early information should be secured by test well sections as to the exact effect which these drains may have in lowering the ground water table.

10. The domestic wells on the project are being measured each fall after the irrigation season. These measurements indicate a continued progressive rise of the general water table under the project. Mr. W. G. Stewart made a report on the general drainage conditions of the project under date of December 26, 1918, in which the mean annual rise of the water table in the several divisions of the project is shown to be as follows:-

Homestead Division	7 feet
Frohman Division	5 "
Golden Gate Division	3.9"
Pipe Gulch	3.5 "
Arena	5.7 "
Valley Mound	2.8 "
Deer Flat High Line	10.27"
Upper New York	3.5 "

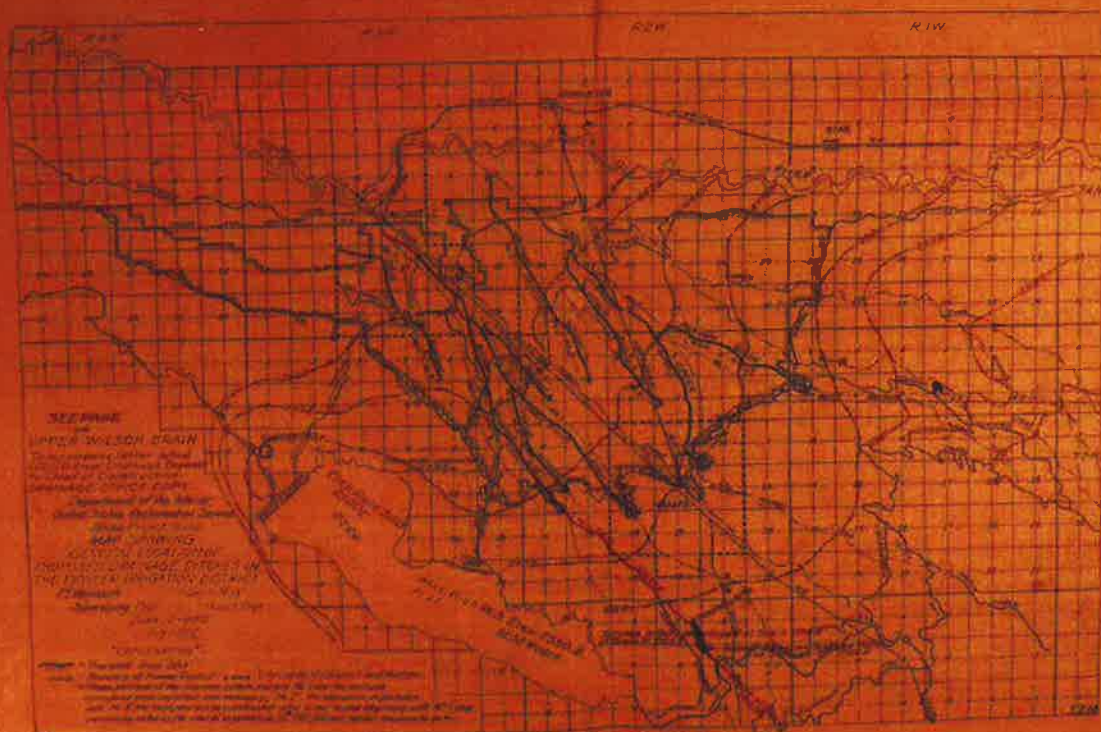
11. Seepage surveys were made in August 1918, for the purpose of relieving seeped tracts from the project operation and maintenance charges. The survey indicates that approximately 1832 acres were badly affected by seepage in 125 individual tracts.

12. The settlers in the portion of the project lying in Oregon in the Arena Division of the project have recently advocated the method of securing drainage by petitioning their area within the Riverside Irrigation District. It was thought that if they could have their lands taken in the District, a supplemental contract could be made between the District and the United States whereby additional drainage work would be undertaken which would relieve their lands as well as the lands now being drained within the Riverside Irrigation District.

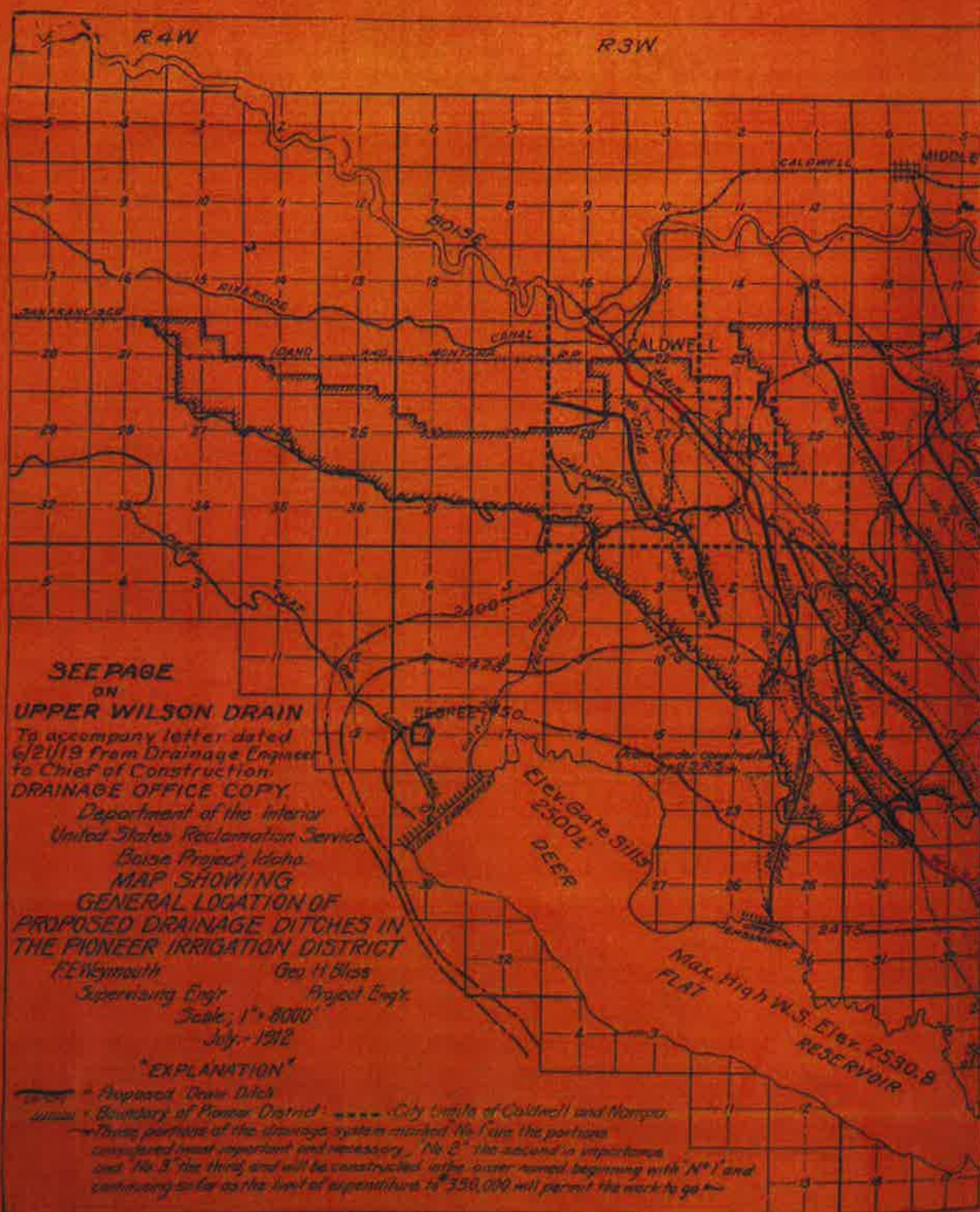
To C. of C. in duplicate.
CC-P.H. Boise.

W. H. L. Phelps

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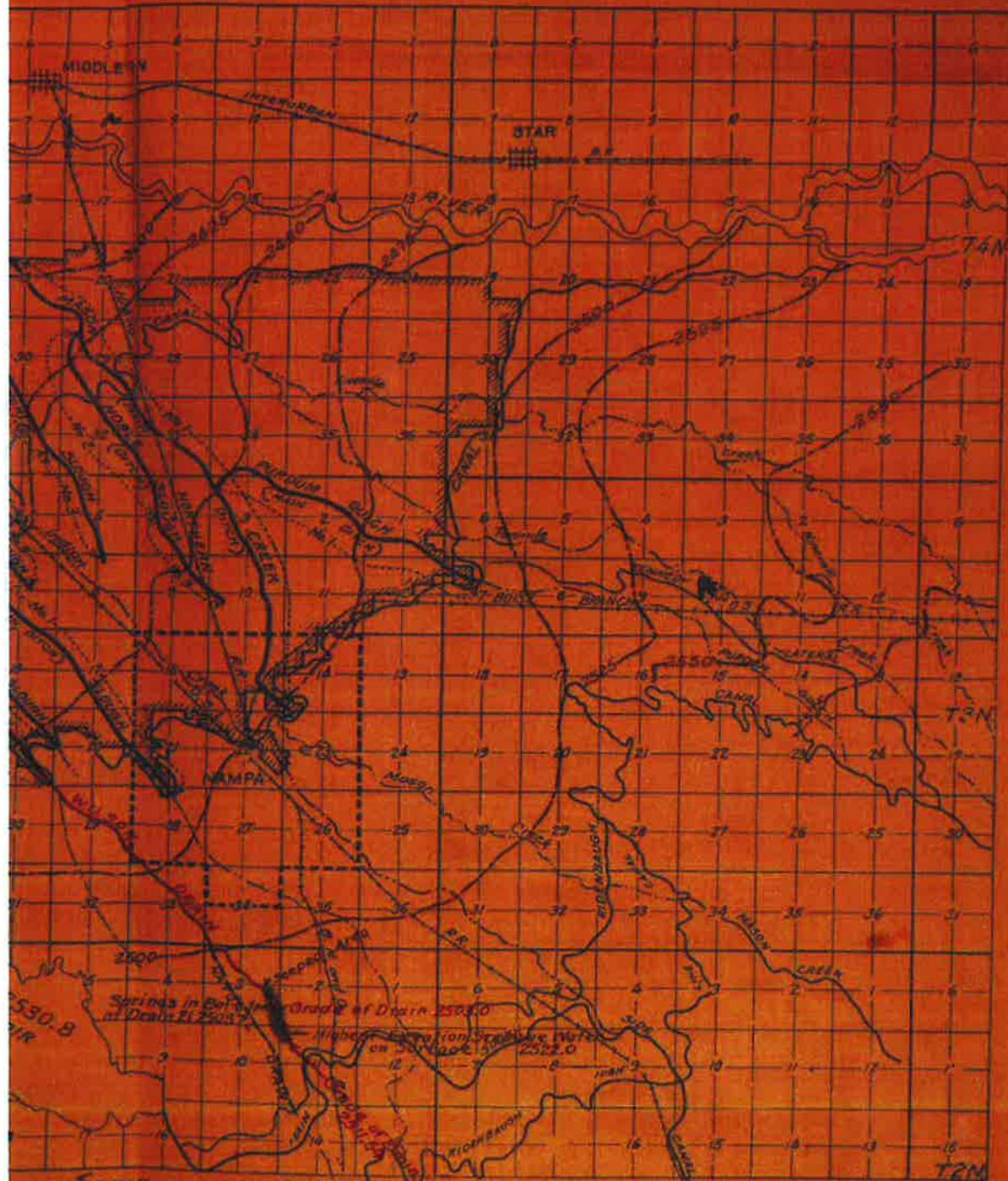


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Spring in bottom of drain flows about 25% with little seasonal variation

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During its April 8, 1919 meeting, the NMID Board of Directors authorized NMID's Secretary to meet with USBR to discuss the "seepage conditions of the property near the Wilson Drain in sections 2, 3, 10 and 11, T.2N., R.2W., . . . and make arrangements if possible to co-operate with the owners of the land affected and with [USBR] to relieve the lands above described of the seepage water affecting them." (**Attachment 4.**)

In a June 25, 1919 letter (**Attachment 5**), the Drainage Engineer for USBR wrote the following regarding "seepage development on the Upper Wilson Drain south of Nampa."

1219
Seepage on the Upper Wilson Drain is very much worse than in previous years and probably over one hundred acres is now badly affected. In the study of existing ground water data, it seems probable that the seepage water is an accumulation of irrigation and canal losses on the higher surrounding areas and that the Deer Flat Reservoir losses have little or no effect on this area. The deep percolating seepage water finds its way into the porous lava beds which underlie the higher areas as well as in the immediate vicinity of the seeped tract and causes water-logging by direct upward pressure.

The Drainage Engineer explained the rationale for drilling wells to provide drainage for the seepage:

It seems probable that no relief could be afforded by ordinary drainage means since the present water-logged condition extends to the banks of the present deep drain and the proposed method of drilling deep wells under the lava rock is believed to be a proper method of accomplishing drainage. It seems probable that a considerable flow can be developed by such wells since there is available at grade elevations of the Wilson drain approximately a maximum head of 20 feet. This head is understood to be some 5 to 8 feet greater than existed on the wells in the Twin Falls area, which has been successfully drained by wells and where flows of from 25 to 50 inches were developed in 6-inch deep wells. Contracts have been let for drilling wells in this area and it is understood that \$600 is available for the work.

rationale
for
drilling
wells

Enclosed with the June 25, 1919 letter was a 1912 map of the drainage system, including the Wilson Drain, as it was proposed prior to construction. The 1912 map was modified to indicate the approximate location of the "Seepage on Upper Wilson Drain."

The District's engineer, John Sharp, recently reviewed the aforementioned correspondence and maps, and confirms that the elevation drop from the Ridenbaugh Canal to the seeped area is sufficient to cause seepage from the Canal to produce water-logging in the seeped area by direct upward pressure through the lava rock, as explained by the USBR Drainage Engineer in 1919. It is Mr. Sharp's opinion that this seepage has continued to be the source of ground water in the seeped area, including the ground water diverted by the Patterson Wells.

NMID's
Seepage

Efforts to drain the seeped area by drilling three 6-inch wells began as early as 1919, as explained in an August 16, 1919 USBR letter regarding "seepage conditions of upper end of Wilson

Drain.” (**Attachment 6**.) The locations of the wells are depicted in a map enclosed with the letter. In the wells, lava rock was encountered a short distance below the surface, and a large water-bearing seam was encountered at a depth of 45 to 65 feet. The combined flow of the wells was approximately 6.5 cfs.

The drilling of the three wells was discussed in the 1919 “Annual Project History of Boise Project.” (**Attachment 7**.) Improvement in the wet condition of the area was observed. The 1919 irrigation season was very dry, and little irrigation water was applied in the area after the end of August. Flow from the wells diminished significantly thereafter in September and October.

The 1920 “Annual Project History” (**Attachment 8**) contains the following discussion of seepage conditions at the head of the Wilson Drain:

As mentioned in the 1919 Project History, since the construction of the Wilson Drain by the Government for the Nampa & Meridian Irrigation District, a portion of the land adjacent to the upper end of the drain remained water-logged. Despite the fact that three flowing wells were drilled in the area in the early fall of 1919, and four more in the spring of 1920, the seepage conditions remained bad. Five more wells were drilled in the late fall of 1920, and these five at the present time are flowing more than the seven previously drilled. At the end of the year all of the wells were flowing a total of 10 cubic feet per second. It will take some time to see what effect the additional wells have in draining this area.

The flow of these wells is into the constructed Wilson Drain, from which a feeder canal diverts at the lower end to water the lands of the Notus extension. Thus, if the constructed flowing wells are not effective in draining the seeped area referred to, they will be put to beneficial use in the irrigation of new lands. If they do drain this area, they will serve the double purpose of drainage and irrigation.

The seeped area continued to be water logged during the ensuing decades. In 1961, Allen Hosack, a well driller, acquired the portion of the seeped area in section 11, T2N, R2W, B.M., south of East Locust Lane. During the late 1950s and early 1960s, Mr. Hosack drilled several wells on his property, including the two wells which later came to be known as the Patterson Wells, to drain his water-logged land into NMID’s drainage and water delivery system. NMID agreed to share the costs of drilling these wells and carry the drained seepage water in its irrigation and delivery system.

→ The hydrology and hydrogeology of this area in terms of ground water supply have not changed appreciably since 1916. The Ridenbaugh and New York Canals remain approximately 40 feet higher in elevation a short distance to the southeast of the “seeped area,” much of which is where the Nampa Fish Hatchery and Wilson Ponds are now located. Water seeps from these unlined canals and delivery laterals, and from NMID lands, into the aquifer through porous lava rock formations. The elevation differential between these large canals and the IDFG property creates pressure, resulting in what have sometimes been referred to as “artesian” ground water flows. The drilling of wells and the installation and use of pumps by Anderson and IDFG, as well as the construction and operation of the Nampa Fish Hatchery and the Wilson Ponds, has reduced and

where
is info
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controlled the seepage conditions that have been observed since 1916, so that productive use is made of the land in the "seeped area."

2. 1962-Present: Quantity

The Hosacks' land was water logged by seepage. Minutes of the June 6, 1962 meeting of NMID's Board of Directors indicate that Mr. Hosack and NMID had been working together for some time prior to the meeting to drill and maintain drainage wells on Mr. Hosack's property:

Allen Hosack requested the Board to do further drainage work on his property located on South Power Line Road south of Nampa. He stated that some of the wells need attention and that he would pay the cost of drilling more wells if the District would pay for the necessary material and fuel. The Board promised to meet with him at a later time and look it over. (**Attachment 9.**)

Minutes of the July 2, 1963 meeting of the NMID Board of Directors show that Mr. Hosack again discussed existing and proposed drainage wells on the Hosack property:

Mr. A.E. Hosack asked the District to pay one half the cost of about a half dozen more wells in his property in NW1/4 Section 11, Township 2 North Range 1 West. Mr. Barker suggested that, if the whole Board is willing, the District reimburse him for half the cost of one more well or \$250.00 on one well, whichever amount is the smaller. — the size of the well to be 16" the same as the one just drilled. Mr. Wymer expressed his doubt that wells are the answer and Mr. Patterson suggested that the District agree to one more well but no more unless good result is experienced.

Mr. Wymer moved that the District pay Mr. Hosack \$250.00 as its share of the cost of drilling another 16" inch well and that if that does no good the District will do nothing further toward drainage in the NW1/4 NW1/4 Section 11 Township 2 North Range 1 West. Mr. Patterson seconded this motion and it was passed unanimously. (**Attachment 9.**)

Mr. Hosack filed with IDWR well driller reports for four wells he drilled in the NWNW of section 11, T2N R 2W, B.M. (**Attachment 10.**) The report for the Patterson Wells describes two 16" wells, 99 feet deep and **producing a total of 9,100 gpm or 20.22 cfs**. As with the wells drilled by USBR in 1919, the report shows that Mr. Hosack encountered lava rock at relatively shallow depths, and encountered "broken lava rock" from 60 to 99 feet where he encountered "flowing water." The report states that the wells flowed into the Bray Lateral.

Mr. Hosack filed two other well driller's reports for two deeper drainage wells in the NWNW sec. 11 T 2N R 2W to much deeper depths, one producing 2,500 gpm (5.56 cfs), and one producing 2,000 gpm (4.44 cfs).

Prior to the construction of a fish farm by the Andersons during the early 1970s, IDFG's predecessors-in-interest, the Patterson Wells discharged directly into the Bray Lateral. The approximate location of the pipeline and discharge to the Bray Lateral are shown in **Attachment 11**.

In 1964, Mr. Hosack transferred ownership of the Patterson Wells and the land on which they are located to NMID. To protect the flow of water from the Patterson Wells to NMID, the deed transferring ownership to NMID contained the following provision:

[Hosacks] covenant and agree not to construct, or permit the flow nor extraction of water from, any well in the northwest quarter of the northwest quarter of section 11, Township 2 North, Range 2 West, Boise Meridian, outside the area hereinbefore conveyed, which shall reduce the flow from either of the two wells on the area hereinbefore conveyed and this covenant shall be a covenant running with said described premises . . . (**Attachment 12.**)

Drainage from the Patterson Wells and other locations in the seeped area (likely some of the additional wells drilled by USBR, Hosack and others) was recovered by NMID in the Bray Lateral, and measured at the current point of measurement west of South Powerline Road. The ground water supply was ample enough for NMID to discontinue diverting water from the Ridenbaugh Canal into the Bray Lateral.

As was the case in 1919, the 1960s efforts to drain the seeped area were not entirely successful. Mr. Hosack appeared before the NMID Board again in September of 1966 to request more drainage work on his property. (**Attachment 9.**)

NMID records from the 1960s show flows of up to 1054 miner's inches (21.08 cfs) from these sources measured in the Bray Lateral at the current weir located a short distance west of the South Powerline Road and the Nampa Fish Hatchery property. (**Attachment 14.**) The 1973 License Agreement between NMID and the Andersons documents 800 miner's inches (16 cfs) from the Patterson Wells and 1200 miner's inches (24 cfs) collectively from the Patterson Wells and other locations.

The following evidence substantiates a total of 24 cfs from the Patterson Wells, the IDFG Wells and the and other locations in the seeped area identified in IDWR's Amended Recommendation:

Well driller's report for the Patterson Wells, showing total production in 1965 of 20.22 cfs (**Attachment 10.**)

October 6, 1965 Application for Permit filed by NMID for Patterson wells for 17.82 cfs, explaining that the "wells are now flowing into Bray Pick Up Lateral." The application was approved October 26, 1970, and was withdrawn August 14, 1970. (**Attachment 13.**)

1966 Bray Lateral measurements showing flows up to 1054 miner's inches (21.08 cfs). (**Attachment 14.**)

1973 Bray Lateral measurements showing flows up to 917 miner's inches (18.34 cfs). (**Attachment 14.**) *may 1966?*

September 22, 1973 plans entitled "Trout Farm, Byron V. Anderson - Meridian, Idaho", showing 800 miner's inches (16 cfs) from NMID. (**Attachment 15.**)

Undated draft License Agreement between NMID and Andersons, page 4, containing the following sentence: "In that regard, the parties understand and agree that the District heretofore has utilized said Wilson Drain for the transmission of approximately 800 miners' [sic] inches [16 cfs] of drainage water flowing from the Patterson Wells." (Note: the reference to the Wilson Drain should be to the Bray Lateral.) (**Attachment 16.**)

October 29, 1973 letter from William F. Ringert to Joseph C. Voight, NMID Secretary, explaining change in draft License agreement between NMID and Andersons: "The last paragraph on page 4 has been revised to increase the District's capacity from 800 miners inches [16 cfs] to 1200 miners inches [24 cfs] and to provide that water from other sources, as well as from the Patterson Wells, is included in that 1200 inches [24 cfs]." (**Attachment 17.**)

December 18, 1973 License Agreement between NMID and the Andersons, page 6 stating that "the parties understand and agree that the District heretofore has utilized said Bray lateral for the transmission of as much as 1200 miners' [sic] inches [24 cfs] of drainage water flowing *from?* the Patterson Wells and from other sources," and Exhibit A, showing 800 miner's inches (16 cfs) from NMID. (**Attachment 18.**)

1980 Bray Lateral measurements *from?* showing flows up to 1192 miner's inches (23.64 cfs). (**Attachment 14.**)

1987 Bray Lateral measurements showing flows up to 1054 miner's inches (21.08 cfs). (**Attachment 14.**)

1989 Bray Lateral measurements showing flows up to 1125 miner's inches (22.50 cfs). (**Attachment 14.**)

2006 Bray Lateral measurements showing flows up to 1150 miner's inches (23.00 cfs). (**Attachment 14.**)

3. The 1973 License Agreement

Drainage and use of the seeped area identified by USBR in 1919 was fundamentally altered by construction of a fish farm by IDFG's predecessors-in-interest, Byron and Sonya Anderson.

In 1973, Byron Anderson planned to build a fish hatchery on his land bordered by South Power Line Road to the west, Locust Lane to the south, and the Bray Lateral running diagonally from the southeast to the northwest. He asked NMID for permission to use water from the Patterson Wells before it discharged to the Bray Lateral, he proposed to drill additional wells within a few hundred feet of the Patterson Wells, and he asked for permission to discharge all the water he used to the Bray Lateral. The plans he submitted to NMID show water requirements of 1,200 miner's inches (24 cfs) to 1,800 miner's inches (36 cfs). (**Attachment 15.**) The plans show that an estimated 800 miner's inches (16 cfs) would come from NMID's Patterson Wells, and 400 to 1,000 miner's inches would come from his proposed "new wells." The plans show water flowing from the wells, through raceways, discharge of a "fish pond," and then discharged from the pond to the Bray Lateral to the east (misabeled in the plans as the Wilson Drain) and under South Powerline Road to the west.

NMID and the Andersons entered a License Agreement on December 18, 1973 based on the plans Mr. Anderson submitted. (**Attachment 18.**) A version of the plans is attached as Exhibit A. The License Agreement permitted Anderson to use all of the water produced by the Patterson Wells for fish propagation (*Id.* at 3-4). NMID authorized the Andersons to discharge into the Bray Lateral the water they would use in their fish farm, including water from the Patterson Wells and new wells to be drilled by the Andersons. *Id.*, at 5. The Andersons agreed that NMID has the right to use water produced by the Anderson wells after the Andersons' use of that water. *Id.* at 8.

The Agreement confirmed NMID's use of the water for the benefit of its landowners:

Anderson understands and agrees that the water flowing from the Patterson Wells is delivered by the District to its water users for irrigation purposes, from time to time, and that **it is essential that the quantity of water flowing from the Patterson Wells must not be diminished, except for evaporation, by reason of being diverted into Anderson's fish propagation facilities.** *Id.* at 5 (emphasis added).

Regarding the quantity of water flowing in the Bray Lateral, the License Agreement states: "the parties understand and agree that the District heretofore has utilized said Bray lateral for the transmission of as much as 1200 miners' [sic] inches [24 cfs] of drainage water flowing from the Patterson Wells and from other sources." Because Mr. Anderson's plans called for a flow of up to 36 cfs through his hatchery, the License Agreement requires him to increase the capacity of the Bray Lateral as necessary to carry flow over 24 cfs. (*Id.* at 6).

from ?

Like the 1964 Deed from Hosack, the Agreement includes conditions to maintain and protect the continued flow of water to the Bray Lateral for delivery to NMID's landowners:

1. the Andersons' use is required to be nonconsumptive (*id.* at 4);
2. the Andersons are required to discharge into NMID's Bray Lateral the same quantity of water as the Andersons divert from the Patterson Wells (*id.*);
3. the wells drilled by the Andersons shall not diminish the flow of water from the Patterson Wells (*id.*);
4. if the flow of water from the Patterson Wells is diminished when the Anderson wells

- 
- are producing, the Andersons are required to provide NMID sufficient water to make up for the reduction (*id.*);
5. NMID retained the right to control the flow of water from the Patterson Wells (*id.*);
 6. during the irrigation season, if the quantity of water discharged into the Bray Lateral is less than the quantity from the Patterson Wells, then NMID has to right to adjust the Andersons' diversion works to increase the flow to the Bray Lateral (*id.* at 5);
 7. the construction, maintenance and repair of Anderson's water diversion, transmission and discharge facilities shall "not interrupt or interfere with the flow of drainage or irrigation water in Bray Lateral or with the delivery of irrigation water by the District to any of its landowners" (*id.* at 9).

The Andersons agreed to "indemnify and keep indemnified the district from all claims of any of its landowners from damages from the impairment of the flow of drainage or irrigation water in Bray Lateral which may be caused by said facilities of Anderson . . ." *Id.* at 9.

During 1973, the year the License Agreement was executed, Bray Lateral measurements were as high as 18.34 cfs. (**Attachment 14.**)

4. 1973-1982, Anderson's Permit Applications & Well Drilling

On October 4, 1973, while the terms of the 1973 License Agreement were being finalized, Mr. Anderson filed with IDWR an application for permit for 5 wells to divert 25 cfs for fish propagation. (**Attachment 19.**) The application identified the "two Patterson drainage wells" as "other water rights use for the same purposes as described above." In support of the application, Mr. Anderson referenced and submitted to IDWR a draft of the License Agreement. (**Attachment 19.**) IDWR approved the permit on November 9, 1973 and assigned it no 62-7879.

Mr. Anderson began drilling wells in 1974, encountering similar lava rock and broken lava rock subsurface conditions that had been encountered by USBR in 1919, and by Mr. Hosack during the 1950s and 1960s. (**Attachment 19**, well driller's reports.) A well interference complaint was filed shortly after the wells were drilled (but not controlled), demonstrating the impact of the Anderson wells on local ground water levels. Mr. Anderson completed drilling in 1976.

On November 14, 1978, Mr. Anderson submitted to IDWR proof of beneficial use showing use of 25 cfs from the 5 wells he drilled. (**Attachment 19.**) Mr. Anderson referenced NMID's use of the water discharged from the raceways and the retention pond he built. As shown in the plans for his fish farm, water was discharged directly from his retention pond to the Bray Lateral through an outlet at the northeast corner of the pond.

On December 8, 1978, Mr. Anderson filed a second application for an additional well in the SWSW Sec 2, T2N, R2W to divert an additional 5 cfs, in which he again referenced the 1973 License Agreement with NMID. IDWR approved the application, and assigned it no. 63-9194. (**Attachment 20.**)

Two years later, during 1980, Bray Lateral measurements were as high as 23.64 cfs (1182 miner's inches).

5. 1982 IDFG Acquisition of the Anderson Fish Farm

In 1982, Mr. Anderson assigned the permits to Rainbow Farms, Inc., which then conveyed the fish farm property and facilities to IDFG by warranty deed dated April 7, 1982. (**Attachment 19.**) An addendum to the deed includes all rights of the Andersons to the 1973 License Agreement, "for the nonconsumptive use of certain water from the [NMID's] Patterson Wells and of certain physical facilities owned by said district," and water right permit nos. 63-7879 and 63-9194. The addendum also states that the conveyance is subject to: "Terms and conditions of Contracts between United States of America and [NMID]; and said district and individual owners pertaining to water rights for irrigation."

6. 1989 Supplemental License Agreement

In 1989, after the Idaho Department of Fish and Game (IDFG) purchased Mr. Anderson's property, IDFG entered a Supplement to the 1973 License Agreement to authorize IDFG to install pumps in the Patterson Wells "in order to increase the discharge from the wells during periods of low artesian flow, which occur during certain portions of the year." (**Attachment 21** at 1-2.)

The Supplemental License Agreement provides:

1. "Unless otherwise expressly provided herein, all terms, conditions and requirements of the 1973 License Agreement remain in full force and effect and control the operation of the Patterson Wells and the use of the water from the Patterson Wells." (*Id.* at 2, ¶5.)
2. "The pumps shall be installed, operated, repaired and replaced in such manner as not to interfere in any way or to any extent with the flow of water from the wells at such times as the pumps, or either of them, are not in operation, in order to insure that the District shall receive the full quantity of water required by it for delivery to its landowners served by the Bray lateral and to insure that the drainage function of the wells is carried out properly." (*Id.* at 3, ¶7.)
4. "The combined discharge of the pumps shall not exceed 600 miners inches [12 cfs] and the separate discharge from each pump shall not exceed 300 miners inches [6 cfs]." (*Id.* at 3, ¶9.)
5. "The parties acknowledge and agree that the wells constitute part of the integrated irrigation and drainage system of the District, and that there may be times when the needs of the Department with respect to the use of water from the wells might not coincide with the drainage requirements or irrigation requirements of the District. For that reason, the Department agrees that it shall not operate the pumps at any time or in any manner when the effect of such pumping would not conform to the

irrigation or drainage requirements of the District. The District disavows any purpose or intention to authorize the extraction of water from either well except in accordance with the District's irrigation and drainage requirements." (*Id.* at 3-4, ¶10.)

6. "The pumps shall be installed at such times and in such seasons and in such manner so as not to interrupt or interfere with the flow of drainage or irrigation water in Bray Lateral or with the delivery of irrigation water by the District to any of its landowners." (*Id.* at 4-5, ¶12.)
7. "[T]he Department agrees to indemnify and keep indemnified the District from all claims of any of its landowners for damages from the impairment of drainage or impairment of the flow of irrigation water in the Bray Lateral which may be caused by the installation, operation, repair or replacement of the pumps Furthermore, the department acknowledges its responsibility fairly to compensate any landowner in the District for damages to the landowner's crops, livestock or property resulting from reduction in the flow or discharge of water from the Patterson Wells caused by the installation, operation, repair or replacement of the pumps." (*Id.* at 5, ¶13.)

The above-quoted paragraph limiting the combined discharge of the Patterson Well pumps to 12 cfs was not intended to diminish the total supply of water to the Bray Lateral from the Patterson Wells and the IDFG wells below 24 cfs. This paragraph pertains only the discharge of the pumps, which were intended "to increase the discharge from the wells during periods of low artesian flow, which occur during certain portions of the year." This paragraph does not limit the total discharge from the Patterson Wells, nor does it limit the total flow of water from the Patterson and IDFG wells to the Bray Lateral which, during 1989, the year the Supplement to the 1973 agreement was entered, was as high as 22.50 cfs. (**Attachment 14.**) As with the 1973 License Agreement, this paragraph reflects concern that the discharge of water to the Bray Lateral not exceed its capacity.

7. 1991 Beneficial Use Field Exam for Permit Nos. 63-7879 and 63-9194

IDWR conducted a beneficial use field examination for permit nos. 63-7879 and 63-9194 on June 4, 1991. The examiner (Mel Shulte) found IDFG diverting and using water from eight wells, six on the IDFG property and NMID's two Patterson Wells. (**Attachments 19, 20.**)

None of the eight wells was individually measured. Included with the report are descriptions of each of the eight pumps. The combined horsepower of the Patterson Wells pumps is 60, roughly equal to the combined 62.5 horsepower of the pumps for the other six wells. A diagram shows water diverted from the Patterson Wells conveyed to two towers, from which the water is conveyed through a concrete channel that also received water from IDFG "well #3" with one of the smaller pumps. The examiner measured flow through that channel to be 16.2 cfs, and also measured flow through a channel that conveyed water diverted from the five other IDFG wells to be 15.68 cfs. It is not possible to determine from the report whether and to what extent well #3 contributed to the 16.2 cfs flow at the time of measurement.

At the same time, IDFG measured the discharge from the raceways. IDWR measured a total flow through the facility of 31.88 cfs, and IDFG measurements showed 35.41 cfs. These measurements represented the total flow from the 6 IDFG wells plus NMID's Patterson Wells. Based on these measurements, the examiner recommended the permitted amounts of 25 cfs for water right no. 63-7879 and 5 cfs for water right no. 63-9194.

In his report, the examiner identified the Patterson wells as well #1 and well #2. The report gives no indication that the examiner understood that the Patterson Wells and the water diverted from the Patterson Wells were owned and used by NMID, or that the examiner took account of the 1973 License Agreement. The report states that permit nos. 63-7879 and 63-9194 "use the same sources," including the Patterson Wells. In fact, neither permit identified the Patterson Wells as points of diversion. As previously mentioned, the permit application identified the "Patterson drainage wells" to "[d]escribe any other water rights use for the same purposes as described above." The report narrative states: "Permits 63-9194 and 63-7879 will be amended to add all eight P/D's to each permit." There is no indication in the report that NMID would be notified of the examiner's proposal to include the Patterson Wells as points of diversion for the IDFG rights.

8. 1994 Permit Amendment and Licensure

Consistent with the beneficial use field report, License Review Checklists prepared nearly three years later on March 31, 1994 call for permit nos. 63-7879 and 63-9194 to be amended to add the Patterson Wells as points of diversion for IDFG's rights. There is no indication in the checklists that NMID would be contacted regarding the proposed amendment of the IDFG permits.

On April 11, 1994, IDWR sent IDFG applications to amend permit nos. 63-7879 and 63-9194 to add the Patterson Wells as points of diversion for IDFG's rights. IDFG signed the applications to amend its permits on April 29, 1994, and IDWR approved them ten days later on May 9th, 1994. On that same day, May 9th, IDWR issued license nos. 63-7879 and 63-9194 to IDFG, including the Patterson Wells as points of diversion. The licenses make no mention of NMID's ownership of the Patterson Wells or the water diverted from it, or the 1973 License Agreement. There is no indication that NMID was notified at any time that the permit amendment had been filed or approved, or that licenses had been issued, and there is no indication that notice of the amendment had been published. (**Attachments 19, 20.**)

9. 1990-Present, Wilson Ponds

On February 20, 1990, IDFG filed with IDWR a permit application for 50 cfs to provide water for proposed recreational fishing ponds to be located directly across South Powerline Road from the Nampa Fish Hatchery. (**Attachment 22.**) The ponds were to be located in the northwesterly portion of the seeped area identified by USBR in 1919. A drawing that accompanied the application shows a "marsh" which continued to exist because of the historically documented seepage from nearby canals.

The application originally identified the source of the water as "Pond Discharge" from the Nampa Fish Hatchery. This was crossed out and replaced by the words "Wilson Drain Springs."

Notwithstanding this nominal change, the application's description and delivery system diagram explain and show that the primary water supply for the ponds would come from the Nampa Fish Hatchery settling pond. The application identifies the 30 cfs from permit nos. 63-7879 and 63-9194 as other water rights used for the same proposed public fishing ponds. The application explains that NMID approval was required for the application to be approved by IDWR, and that after flowing through the proposed ponds, the water would be discharged either to the Wilson Drain or to the Bray Lateral.

During 1990, IDFG submitted plans for the proposed fish ponds to NMID for approval. (**Attachment 23.**) The plans show that water discharged directly to the Bray Lateral from the northeast side of the Nampa Fish Hatchery settling pond would instead be discharged through a pipe at the northwest side of the settling pond through a pipe running under South Powerline Road into the proposed fish ponds, with overflow discharging to NMID's Wilson Drain. The plans do not include any means of diverting water from the Wilson Drain into the proposed ponds, and none has ever been installed. This would require pumping, as the Wilson Drain water level is several feet below the elevation of the ponds.

On November 13, 1990, NMID attorney sent a letter to IDWR in reference to the IDFG permit application, in which he explained:

As is the case with several of the drains and drainage wells of [NMID], the water from the Patterson Wells is regarded as part of the District's original appropriations of water from the Boise River, Claims nos. A-63-00199B and A63-00200B, with is recaptured by the District within its boundaries. (**Attachment 22.**)

On September 24, 1991, NMID and IDFG entered a License Agreement to allow IDFG to move the discharge of water from the Nampa Fish Hatchery to NMID's Bray Lateral from the direct discharge on northeast side of the settling pond to the discharge at the northwest end of the proposed recreational fish ponds, to become known as the "Wilson Ponds." (**Attachment 24.**) The License Agreement allowed IDFG a make a second use of the water diverted from the Patterson Wells and the IDFG wells, first through the fish hatchery, and then through the Wilson Ponds, before the water was ultimately discharged into the Bray Lateral, with overflow discharged to the Wilson Drain. The primary source of water for NMID's Bray Lateral continued to be the Patterson Wells and the IDFG wells. To protect NMID's water supply for the Bray Lateral, NMID may terminate the License Agreement if IDFG's operation of the Wilson Ponds adversely affects the supply of water to the Bray Lateral. (**Attachment 24** at 11-12, ¶ 8.)

On November 12, 1991, IDFG submitted the License Agreement to IDWR in support of its application.

IDWR issued permit no. 63-11256 to IDFG on February 12, 1992.

IDFG submitted proof of beneficial use to IDWR on February 1, 1993, claiming use of 50 cfs from "springs."

IDWR conducted a beneficial use field examination on May 10, 1994. The Beneficial Use Field Report incorrectly identifies the source as “Wilson Drain Springs” tributary to “Indian Creek Wilson Drain.” Nonetheless, the system description narrative, diagram and photographs clearly show that the source of water for the fish ponds is the discharge from the Nampa Fish Hatchery.

A series of man-made ponds and enhanced marshy areas has been developed as a public recreation area (Aka Wilson Ponds) adjacent to the new Fish and Game Region III office. The diversion is a concrete control structure on Wilson Drain which is situated to collect discharge flows from the Nampa Hatchery. The hatchery is located across the road to the east, and flows cross the road through a buried culvert before entering the diversion structure, hence, flows have entered the drainage and source is Wilson Drain.

At the diversion structure, a 4' regulated culvert discharges to the ponds and there is a 6' culvert overflow to Wilson Drain. Springs in the ponds provide an unknown proportion of additional flows. Flows are routed through a small pool and marsh, then separated into two separate stocked pools. Exit flows from the pools pass through concrete spillways and are returned to Wilson Drain approximately 2000 feet downstream from the diversion.

In the preceding excerpt, the examiner incorrectly stated that flows from the hatchery entered Wilson Drain prior to entering the Wilson Ponds. This has never been the case. As previously stated, the Wilson Drain is several feet below the level of the diversion structure. While overflow discharges to Wilson Drain, no water from the hatchery enters the Wilson Drain before entering Wilson Ponds.

The examiner derived and recommended a quantity of 31.07 cfs for the Wilson Ponds water right based on the flow through the Nampa Fish Hatchery. In her report she explained: “Approximated maximum flow through Wilson Ponds may be supported by the maximum flows found at the Nampa Hatchery, since these are the primary contributor to the flows in Wilson Ponds.”

On March 21, 1996, IDWR issued license no. 63-11256 to IDFG for 31.07 cfs from “Wilson Drain Springs” as recommended by the examiner.

After the completion of the Wilson Ponds in 1992/1993, there have been no additional modifications to the diversion, delivery and use of water from the Patterson Wells and the IDFG Wells by NMID and IDFG. IDFG continues to make use of the well water first in the Nampa Fish Hatchery and then through the Wilson Ponds before discharging the water to the Bray Lateral, with overflow discharging to the Wilson Drain. As was the case in 1919, the source of this water continues to be seepage from nearby canals and irrigated lands within NMID's boundaries.

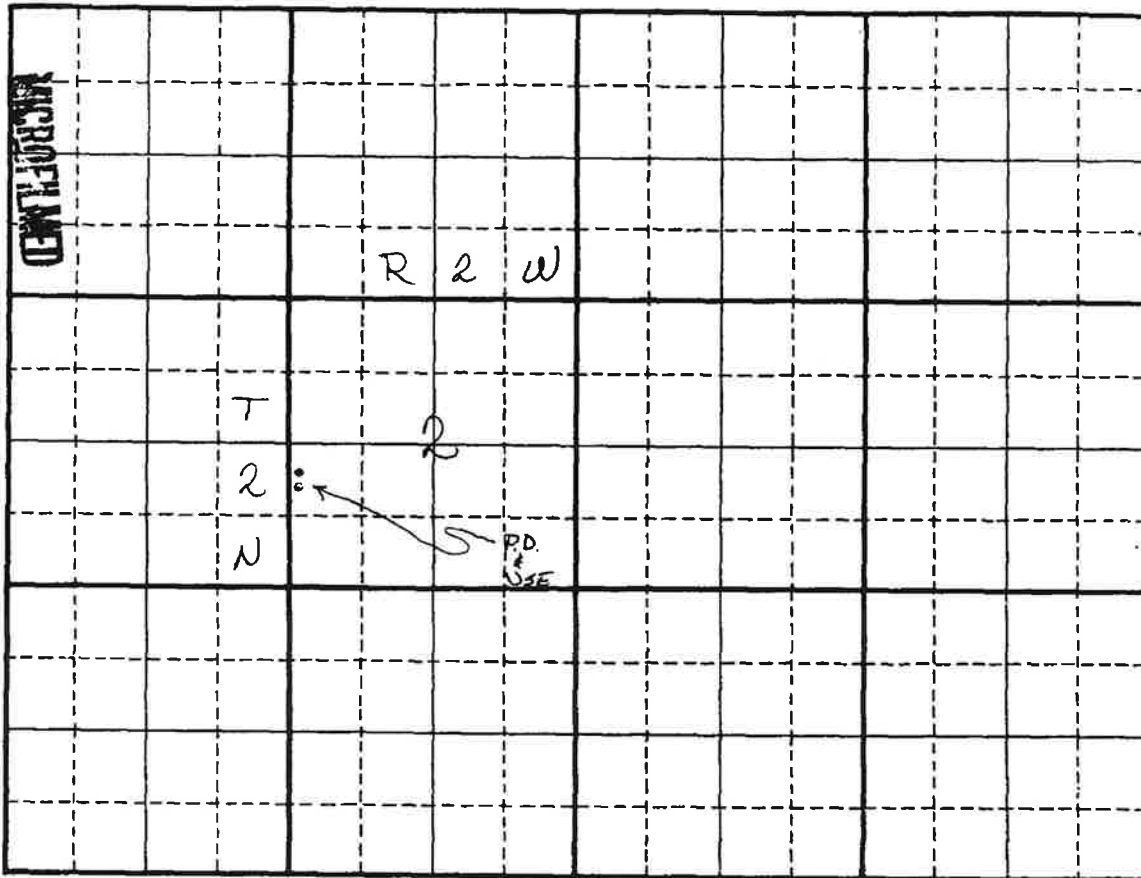
10. NMID Lands Served by the Bray Lateral

Approximately 404 acres within NMID receive water directly from the Bray Lateral. The Bray Lateral also provides water for the lower half of NMID's Edwards lateral system, for

approximately 759 acres. NMID delivers 1" to the acre while under river flow to all district lands. The minimum requirement for these 1163 acres is 1163 miner's inches, or 23.26 cfs. Water delivered through the Bray Lateral also supplements the Partridge Lateral and the Conley Lateral late in the irrigation season when NMID receives water from storage. In addition, NMID is mindful that lands which formerly received water from the Bray that have been excluded may be reinstated, requiring additional flow through the Bray.

(7) If you are claiming water as a member of an organization, list name of organization:

(8) Remarks _____



Scale: 2 Inches equal 1 mile.

Map should show the location of the point of diversion and the place of use of the water by 40-acre subdivisions, section, township and range of the public land survey system.

State of Idaho)
County of ADA) ss.

Be it known that the undersigned, being duly sworn, deposes and says that he, she, they subscribed the foregoing claim to a water right, together with all attached information, and that the matters and facts therein are true to the best of the affiant's knowledge.

Sworn to before me this 14 day of JUNE

Walfred E. Watkins
(Claimant)

19 83

Donald Shaff
Notary Public
Residing at BOISE, ID

My commission expires LIFE

FOR DEPARTMENT USE ONLY

Received by MM Date 6-16-83 Exception filed by: _____ Forwarded to _____ Date _____
Prelim. check by JG Date 6-22-83
\$30.00 fee received by JP Date 6/16/83 = 31051
Published in Boise Tribune
Dates 2/23 & 3/1/84

RECEIVED
JUL 18 1965

WELL LOG AND REPORT OF THE
STATE RECLAMATION ENGINEER OF IDAHO

Permit No. _____ Well No. _____ County _____
Owner _____
Address _____
Driller _____
Address _____
Well location _____ 1/4 Sec. _____ T. _____ N/S. R. _____ S/W
Size of drilled hole _____

Locate well in section

NW 1/4	NE 1/4
SW 1/4	SE 1/4

Total depth of well _____
Give depth to standing water from the ground _____ Water temp. _____ Fahr.
On "Pumping Test" delivery was _____ g.p.m. or _____ c.f.s. Drawdown was _____ feet.
Size of pump and motor used to make test _____
Length of time of test _____ hours _____ minutes.
If flowing well, give flow _____ c.f.s. or _____ g.p.m. and of shut off pressure _____
If flowing well, described control works _____
Water will be used for _____
Thickness of casing _____ Casing material _____
Diameter, length and location of casing _____
TYPE AND SIZE OF VALVE, ETC.
WEIGHT OF CASING PER LINEAL FOOT
STEEL CONCRETE WOOD ETC.
CASING 12 IN. DIAMETER OR LESS, GIVE INSIDE DIAMETER.
CASING OVER 12 IN. DIAMETER GIVE OUTSIDE DIAMETER.

CASING RECORD

Diam. Casing	From Feet	To Feet	Length	Remarks—seals, grouting, etc.
-----------------	--------------	------------	--------	-------------------------------

Number and size of perforations _____ located _____ feet to _____ feet from ground

Date of commencement of well _____

Date of completion of well _____

W.R.S.

USE TYPEWRITER OR
BALL POINT PEN

Department of Water Administration

WELL DRILLER'S REPORT

State law requires that this report be filed with the State Reclamation Engineer within 30 days after completion or abandonment of the well.

[illegible]

USE ADDITIONAL SHEETS IF NECESSARY

FORWARD THE WHITE, BLUE, AND PINK COPIES TO THE DEPARTMENT

State of Idaho
Department of Water Administration

State law requires that this report be filed with the State Reclamation Engineer within 30 days after completion or abandonment of the well.

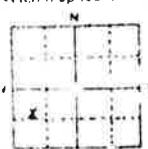
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USE TYPEWRITER OR
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State of Idaho
Department of Water Resources
WELL DRILLER'S REPORT

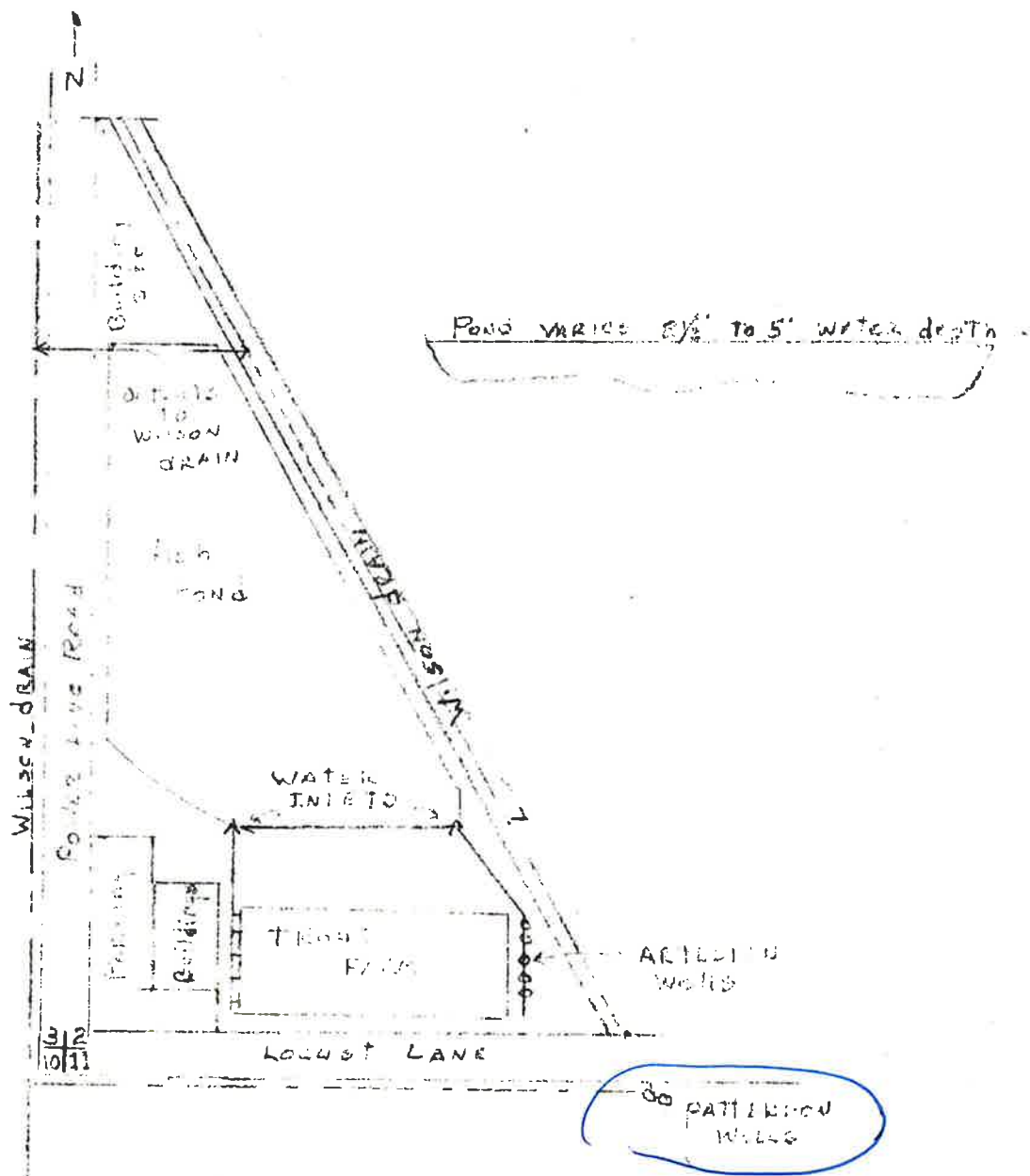
State law requires that this report be filed with the Director, Department of Water Resources within 30 days after the completion or abandonment of the well.

1. WELL OWNER Name: <u>John Dillon</u> Address: <u>Rampa</u> Owner's Permit No. _____	7. WATER LEVEL Static water level: <u>34</u> feet below land surface Flowing: ☐ Yes ☒ No G.P.M. Box _____ Temperature: _____ F Quality: _____ Artesian closed or pressure: _____ p.s.f. Controlled by: ☐ Valve ☐ Cap ☐ Plug																																																									
2. NATURE OF WORK ☒ New Well ☐ Deepened ☐ Replacement ☐ Abandoned (Describe method of abandonment)	8. WELL TEST DATA ☐ Pump ☐ Blower ☐ Other <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>Discharge G.P.M.</th> <th>Draw Down</th> <th>Hours Pumped</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> </tbody> </table>	Discharge G.P.M.	Draw Down	Hours Pumped																																																						
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3. PROPOSED USE ☒ Domestic ☐ Irrigation ☐ Test ☐ Other (Specify type) _____ ☐ Municipal ☐ Industrial ☐ Stock ☐ Waste Disposal or Injection	9. LITHOLOGIC LOG <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th rowspan="2">Well Depth</th> <th colspan="2">Depth</th> <th rowspan="2">Material</th> <th rowspan="2">Remarks</th> </tr> <tr> <th>From</th> <th>To</th> </tr> </thead> <tbody> <tr><td>0</td><td>0</td><td>6"</td><td>Top soil</td><td></td></tr> <tr><td>6"</td><td>19"</td><td>19"</td><td>Smooth lava</td><td></td></tr> <tr><td>18"</td><td>18"</td><td>18"</td><td>Solid Lava</td><td>✓</td></tr> <tr><td>12'</td><td>15'</td><td>15'</td><td>Lava crevices</td><td></td></tr> <tr><td>15'</td><td>22'</td><td>22'</td><td>Solid lava</td><td>✓</td></tr> <tr><td>22'</td><td>36'</td><td>36'</td><td>Lava with crevices</td><td></td></tr> <tr><td>36'</td><td>74'</td><td>74'</td><td>Solid lava</td><td></td></tr> <tr><td>74'</td><td>76'</td><td>76'</td><td>Loose clay crevices</td><td></td></tr> <tr><td>76'</td><td>79'</td><td>79'</td><td>Brown sandy clay</td><td>✓</td></tr> <tr><td>79'</td><td>80'</td><td>80'</td><td>Coarse sand & gravel</td><td></td></tr> </tbody> </table>	Well Depth	Depth		Material	Remarks	From	To	0	0	6"	Top soil		6"	19"	19"	Smooth lava		18"	18"	18"	Solid Lava	✓	12'	15'	15'	Lava crevices		15'	22'	22'	Solid lava	✓	22'	36'	36'	Lava with crevices		36'	74'	74'	Solid lava		74'	76'	76'	Loose clay crevices		76'	79'	79'	Brown sandy clay	✓	79'	80'	80'	Coarse sand & gravel	
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5. WELL CONSTRUCTION Casing (if any): <u>6</u> inches Total depth: <u>80</u> feet Casing material: ☒ Steel ☐ Concrete <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>Thickness</th> <th>Diameter</th> <th>From</th> <th>To</th> </tr> </thead> <tbody> <tr><td>280 inches</td><td>6 inches</td><td>18 inches</td><td>40 feet</td></tr> <tr><td>18 inches</td><td>6 inches</td><td> </td><td> </td></tr> <tr><td>18 inches</td><td>6 inches</td><td> </td><td> </td></tr> <tr><td>18 inches</td><td>6 inches</td><td> </td><td> </td></tr> <tr><td>18 inches</td><td>6 inches</td><td> </td><td> </td></tr> </tbody> </table> Was spring drive shoe used? ☐ Yes ☒ No Was open bit used? ☐ Yes ☒ No Was bit used? ☐ Yes ☒ No Was perforated? ☐ Factory ☐ Knife ☐ Torch Perforation: _____ inches by _____ inches From _____ feet To _____ feet perforations _____ feet perforations _____ feet perforations _____ feet Well screen installed? ☐ Yes ☒ No Screen material: _____ Model No. _____ Slot size _____ feet to _____ feet Slot size _____ feet to _____ feet Is sand pack? ☐ Yes ☒ No Size of gravel _____ feet to _____ feet Surface seal depth: <u>20</u> Material used in seal ☐ Cement grout ☒ Pudding clay ☐ Well cuttings Sealing procedure used ☐ Slurry pit ☐ Temporary surface casing ☐ Overbore to seal depth	Thickness	Diameter	From	To	280 inches	6 inches	18 inches	40 feet	18 inches	6 inches			18 inches	6 inches			18 inches	6 inches			18 inches	6 inches																																				
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6. LOCATION OF WELL Sketch map location must agree with written location.  Subdivision Name: <u>Rampa Hill</u> Terrace: _____ Lot No. _____ Block No. _____ County: _____ Canyon: _____ N.W. 1/4 Sec. <u>2</u> T. <u>2</u> N.B. R. <u>2</u> B.N.	10. Work started <u>3/16/77</u> finished <u>3/20/77</u> 11. DRILLER'S CERTIFICATION Firm Name: <u>Davis Well Drilling</u> Firm No. <u>101</u> Address: <u>411 N. 2nd St. Rampa</u> Date: <u>3/20/77</u> Signed by (Firm Official): _____ and _____ (Operator): <u>Charles Davis</u>																																																									

USE ADDITIONAL SHEETS IF NECESSARY

FORWARD THE WHITE COPY TO THE DEPARTMENT

Proposed Trout Farm



Concrete Ponds

10' 3" x 60' x 2' 1/2

1 18' x 120' x 4'

2 16' x 180' x 4'

Water Requirements

For 800" Nampa, Idaho

400" to 1000" from New Wells

RAINBOW FARM, INC.

Byron V. Anderson

13.75 Acres in Sec. 2,

T. 2N. R. 2W, B. M.

10/21/73

P.O. Box 277

Nampa, Idaho

83651

COPY

SUPPLEMENT TO LICENSE AGREEMENT
between
NAMPA & MERIDIAN IRRIGATION DISTRICT
and
DEPARTMENT OF FISH AND GAME

5 July 1989
Instrument #8912645

ORIGINAL

COPY

SUPPLEMENT TO LICENSE AGREEMENT

The parties to this Supplement to License Agreement are NAMPA & MERIDIAN IRRIGATION DISTRICT, an irrigation district organized and existing under and by virtue of the laws of the State of Idaho (the "District"), and the DEPARTMENT OF FISH & GAME OF THE STATE OF IDAHO (the "Department"), an agency of the State of Idaho.

RECITALS

1. On December 18, 1973, the District entered into a License Agreement with Byron V. Anderson and Sonya J. Anderson, husband and wife (the "1973 License Agreement"), which was recorded as Instrument No. 720649, records of Canyon County, Idaho, which authorized Anderson to utilize the water from two wells owned by the District and designated in the 1973 License Agreement and herein as the Patterson Wells or the wells, for fish production purposes on land owned by Anderson consisting of approximately 13.75 acres in the SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 2, Township 2 North, Range 2 West, B.M., in Canyon County, Idaho (the "Anderson property").

2. The Department has purchased the Anderson property and is the Licensee under the 1973 License Agreement.

3. The Department desires to install pumps in the Patterson Wells in order to increase the discharge from the wells during periods of low artesian flow, which occur during certain portions

of the year, and the District is willing to permit the installation and operation of such pumps upon the terms and conditions hereinafter stated.

OPERATIVE AGREEMENT

In consideration of the promises and of the covenants of the Department hereinafter set forth, the parties agree as follows:

4. This Agreement supplements the 1973 License Agreement and is hereinafter referred to as the 1989 Supplemental Agreement.

5. Unless otherwise expressly provided herein, all terms, conditions and requirements of the 1973 License Agreement remain in full force and effect and control the operation of the Patterson Wells and the use of the water from the Patterson Wells.

6. The Department is authorized to install a pump in each of the Patterson Wells. All costs and expenses of the acquisition, installation, operation, repair and replacement of those pumps shall be paid by the Department and the District shall never have any responsibility whatsoever for the costs and expenses of acquisition, installation, operation, repair or replacement of the pumps.

7. The pumps shall be installed, operated, repaired and replaced in such manner as not to cause any damage to the wells and not to affect the quality of the water flowing from the wells or discharged from the pumps. Installation of the pumps shall be

in accordance with the plans and specifications attached hereto as Exhibit A and made a part hereof. The pumps shall be installed, operated, repaired and replaced in such manner as not to interfere in any way or to any extent with the flow of water from the wells at such times as the pumps, or either of them, are not in operation, in order to insure that the District shall receive the full quantity of water required by it for delivery to its landowners served by the Bray Lateral and to insure that the drainage function of the wells is carried out properly.

8. The Department agrees that the work performed and the materials used in installing the pumps shall be subject to inspection by the District and by the engineers for the District, and that final acceptance of the construction and installation work shall not be made until all such work and materials shall have been expressly approved by the District.

9. The combined discharge of the pumps shall not exceed 600 miners inches (12 c.f.s.) and the separate discharge from each pump shall not exceed 300 miners inches (6 c.f.s.).

10. The parties acknowledge and agree that the wells constitute part of the integrated irrigation and drainage system of the District, and that there may be times when the needs of the Department with respect to the use of water from the wells might not coincide with the drainage requirements or the irrigation requirements of the District. For that reason, the Department agrees that it shall not operate the pumps at any time

or in any manner when the effect of such pumping would not conform to the irrigation or drainage requirements of the District. The District disavows any purpose or intention to authorize the extraction of water from either well except in accordance with the District's irrigation and drainage requirements.

11. If the installation, operation, repair or replacement of either pump causes damage to either well, the Department immediately shall commence such action as is necessary to repair the damage and restore the full flow of water from that well. If damage to either well causes a reduction in the flow of water therefrom during the irrigation season and the Board of Directors of the District determines that because of such reduction in flow crop damage will occur to landowners to whom water is delivered through the Bray Lateral, because the damage is such that repair in a timely manner is impossible, the Department shall cooperate fully with the District in notifying the affected landowners of the cause of the inadequate supply of water and of the Department's responsibility to compensate those landowners for the crop damage resulting from the reduction in their water supply.

12. The pumps shall be installed at such times and in such seasons and in such manner so as not to interrupt or interfere with the flow of drainage or irrigation water in Bray Lateral or with the delivery of irrigation water by the District to any of

its landowners.

13. Without limiting the extent and applicability of the indemnification provisions of the 1973 License Agreement, the Department agrees to indemnify and keep indemnified the District from all claims of any of its landowners for damages from the impairment of drainage or impairment of the flow of irrigation water in the Bray Lateral which may be caused by the installation, operation, repair or replacement of the pumps, and such indemnification shall include payment of any costs and attorney fees incurred by the District in processing or defending any such claims as well as reasonable compensation for the services of employees of the District required for the processing and administration of any such claims. Furthermore, the Department acknowledges its responsibility fairly to compensate any landowner in the District for damages to the landowner's crops, livestock or property resulting from reduction in the flow or discharge of water from the Patterson Wells caused by the installation, operation, repair or replacement of the pumps. The Department also acknowledges and agrees that its obligations and liabilities to the District and to any affected landowners of the District are contractual obligations and that the recovery of damages for breach of those obligations or arising from those liabilities is not limited by the Idaho Tort Claims Act, and such acknowledgment is an essential consideration without which the District would not enter into this Supplemental License

Agreement.

14. The Department acknowledges that the license herein granted is for its benefit, and not for the benefit of the District, and, for that reason, the Department agrees to pay any attorney fees or engineering fees charged by the attorney for the District or by the engineers for the District in connection with the preparation of this Supplemental License Agreement or in connection with negotiations covering the terms and conditions of this Supplemental License Agreement or in connection with the approval of plans or approval of the installation of the pumps.

15. The covenants, conditions and agreements herein contained shall constitute covenants to run with, and running with, all of the Anderson property as described in said Exhibit A of the 1973 License Agreement, and shall be binding on each of the parties hereto and on all parties and all persons claiming under them or either of them, and the advantages hereof shall inure to the benefit of each of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the District has hereunto caused its corporate name to be subscribed by its officers first thereunto duly authorized by resolution of its Board of Directors and the Department has hereunto caused its agency name to be subscribed by its officers first thereunto duly authorized by resolution of

its Board of Directors, all as of the day and year herein first above written.

NAMPA & MERIDIAN IRRIGATION DISTRICT

By



Its President

ATTEST:



Its Secretary

IDAHO DEPARTMENT OF FISH & GAME

By



Acting for Director

Date: June 30, 1989

ATTEST:

8912645

RECORDED

89 JUL 10 PM 12 08

NED J KERR

CANYON CNTY RECORDER

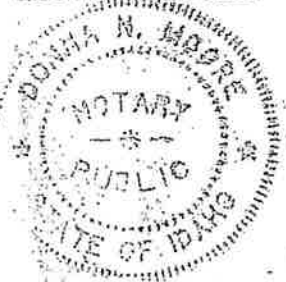
RY C. Smith

REQUEST Donna N. Moore
TYPE Mail FEE 34 2 3

STATE OF IDAHO)
) ss.
COUNTY OF CANYON)

On this 5th day of July, 1989, before me, the undersigned, a notary public in and for said state, personally appeared HENRY O. WEICK and DAREN COON, known to me to be the President and Secretary, respectively, of NAMPA & MERIDIAN IRRIGATION DISTRICT, the irrigation district that executed the foregoing instrument, and acknowledged to me that such irrigation 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.



Donna N. Moore
Notary Public for the State of Idaho
Residing at Caldwell, Idaho
My commission expires: 11/04/94

STATE OF IDAHO)
) ss.
COUNTY OF ADA)

On this 30th day of June, 1989, before me, the undersigned, a notary public in and for said state, personally appeared Tom Reinecker and JERRY M. Conley, known to me to be the Acting Director for and JERRY M. Conley, Director respectively, of the IDAHO DEPARTMENT OF FISH & GAME, the agency that executed the foregoing instrument, and acknowledged to me that such agency 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.



Dorothy Baker
Notary Public for the State of Idaho
Residing at Emmett, Idaho
My commission expires: 10/31/1991

COPY

LICENSE AGREEMENT

between

NAMPA & MERIDIAN IRRIGATION DISTRICT

and

BYRON V ANDERSON AND SONYA J ANDERSON

18 December 1973

Instrument No 720649

INSTRUMENT NO 720649

LICENSE AGREEMENT

COPY

77

LICENSE AGREEMENT, Made and entered into this 18th day of December, 1973, by and between NAMPA & MERIDIAN IRRIGATION DISTRICT, an irrigation district organized and existing under and by virtue of the laws of the State of Idaho, party of the first part, hereinafter referred to as the "District", and BYRON V ANDERSON and SONYA J ANDERSON, husband and wife, parties of the second part, hereinafter referred to in the singular as "Anderson";

W I T N E S S E T H:

WHEREAS, Anderson is the owner of the real property (burdened with the easement of the District hereinafter mentioned) situate in the County of Canyon, State of Idaho, particularly described as follows:

A portion of the Southwest Quarter of the Southwest Quarter of Section 2, Township 2 North, Range 2 West B.M. described as commencing at the Southwest corner of said Southwest Quarter of Section 2, Township 2 North, Range 2 West B.M., thence East along the South line of said Section to the center of the drain ditch as now located; thence Northwesterly along the center of said drain ditch a distance of 22 rods; thence East from the center of said drain ditch, as now located, a distance of 22 feet; thence Northwesterly and parallel with said drain ditch to a point 100 feet from the North boundary line of said Southwest Quarter of the Southwest Quarter of Section 2, Township 2 North, Range 2 West B.M., thence West to the West line of said Southwest Quarter of the Southwest Quarter; thence South along the West boundary line of said Southwest Quarter of the Southwest Quarter to the point of beginning, being approximately 13.75 acres.

and.

WHEREAS, the District is the owner of the ditch known as Bray Lateral, together with the easement therefor, including the easement to convey drainage and irrigation water in such ditch and the easement to operate, maintain and repair such ditch, and which ditch is an integral part of the irrigation and drainage works and system of the District and which ditch and the said easements therefor cross and intersect said described real property of Anderson as shown on Exhibit A attached hereto; and,

WHEREAS, the District owns two artesian wells (formerly known as the "Hosack Wells" but now generally known as, and hereinafter referred to as, the "Patterson Wells") which are located in the Northwest Quarter of the Northwest Quarter of Section 11, Township 2 North, Range 2 West, Boise Meridian, in Canyon County, Idaho, which the District uses for drainage purposes and to supply supplemental irrigation water, the water from said wells being discharged into said Bray Lateral to accomplish such drainage; and,

WHEREAS, the Patterson Wells were located along side the bank of the Bray Lateral, but a diversion from that point to the Wilson Drain was constructed by the District to receive the additional flow from the Patterson Wells at such time such flow could not be delivered through the Bray Lateral for irrigation use, and,

WHEREAS, all such references herein to use or development of additional discharge waters shall be consistent with and subservient to such diversion alterations between the aforementioned drain and lateral of the District, including whatever demands the

United States may make in conjunction with the use of the Wilson Drain, which is a part of its Boise Project drainage works; and,

WHEREAS, all references hereinafter appearing as the Bray Lateral shall be construed and interpreted to mean diversion under such circumstances and to either or both waterways as the District may from time to time determine to be convenient.

WHEREAS, Anderson desires to establish a fish farm on his lands hereinbefore described (which lands are hereinafter referred to as the "Anderson property") and desires to utilize the water flowing from said wells of the District to furnish a portion of the water required for such fish farm, and desires to drill five (5) artesian wells on the Anderson property to furnish the balance of the water required for such fish farm, and desires to utilize the said Bray Lateral for the purpose of draining from the Anderson property the water used in, upon and for said fish farm; and,

WHEREAS, the District is willing to give Anderson a license for the use of water from the said Patterson Wells and for the use of said Bray Lateral for drainage purposes, upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, for and in consideration of the premises and of the covenants, agreements and conditions hereinafter set forth, the parties hereto agree each with the other as follows:

Anderson shall have the right to use the water which shall from time to time flow from said Patterson Wells, for purposes of fish propagation on the Anderson property hereinbefore described

and shall have the right to construct at the said Patterson Wells and in the Bray Lateral on the said Anderson property such diversion and transmission facilities as shall be necessary to transmit the water from the Patterson Wells to the fish farm facilities.

Anderson expressly agrees that the use of water from the Patterson Wells shall not be a consumptive use and that Anderson shall discharge into the Bray Lateral at the lower end of Anderson's facilities the same quantity of water as Anderson diverts into his facilities from the Patterson Wells, diminished only by a normal evaporation loss.

Anderson agrees that the wells to be drilled by him on the fish farm shall not be operated in such manner as to interfere with, or diminish, the flow of water from the Patterson Wells. However, the District agrees that, in conjunction with the use of water from the wells to be drilled by Anderson, the flow from the Patterson Wells may be decreased at any time when the Anderson wells are producing, and discharging into the Bray Lateral, either directly or through the fish propagation facilities of Anderson, a quantity of water equivalent to the quantity by which the flow from the Patterson Wells is then decreased.

Anderson acknowledges and agrees that the District neither guarantees any flow of water from the Patterson Wells nor agrees to supply to Anderson any specific quantity of water from the Patterson Wells. Anderson's use rights under this agreement shall be limited to whatever quantity of water is being produced by the Patterson Wells at any particular time.

The right and authority to control flow of water from the Patterson Wells shall at all times be vested in the District, and it shall be Anderson's responsibility to request the water

superintendent of the District to make any changes desired by Anderson in the amount of water being discharged from the Patterson Wells.

Anderson understands and agrees that the water flowing from the Patterson Wells is delivered by the District to its water users for irrigation purposes, from time to time, and that it is essential that the quantity of water flowing from the Patterson Wells must not be diminished, except for evaporation losses, by reason of being diverted into Anderson's fish propagation facilities. Therefore, Anderson expressly agrees that if, at any time during any irrigation season, the quantity of water being discharged into the Bray Lateral from Anderson's fish propagation facilities is less than the amount of water flowing from the Patterson Wells, the District, upon one hour's notice to Anderson, given to Anderson or to his employees or agents at the said fish farm, shall have the right to adjust the control devices at Anderson's diversion facilities as may be required to increase the flow of water in the Bray Lateral to that quantity which is being discharged by the Patterson Wells. In that regard, it shall be Anderson's responsibility to have someone available at said fish farm at all times to receive such notices from the District.

Anderson agrees to pay the District the sum of \$100.00 annually to defray additional expenses incurred by provisions of this license agreement and such amount is to be paid on or before the 15th day of December each year and such amount will be subject to review or change at the request of Anderson

on the District at the first regular meeting of the Board of Directors of the District occurring within the month of payment.

Anderson shall have the right to discharge into the Bray Lateral the water used by Anderson in his fish farming operations on the Anderson property. In that regard, the parties understand and agree that the District heretofore has utilized said Bray Lateral for the transmission of as much as 1200 miners inches of drainage water flowing from the Patterson Wells and from other sources. It is further understood and agreed that Anderson shall be required to perform any work and furnish any materials which may be required to enlarge the Bray Lateral so as to carry any additional water that Anderson discharges into the Bray Lateral, over and above the quantity of water heretofore conveyed by the District in the Bray Lateral. Any such enlargement of the Bray Lateral, and any other work done by Anderson under the license herein granted, shall be accomplished by Anderson at his own expense and without any expense whatsoever to the District.

If additional easements are required for the purpose of carrying additional water in the Bray Lateral, over and above the quantity of water that can be accommodated by the rights of way of the District, those easements shall be obtained by Anderson and any expense involved in establishing or acquiring such easements shall be paid by Anderson.

The parties understand and agree that the Bray Lateral runs northwesterly from Patterson Wells, along the northeasterly boundary line of the fish farm, and that Anderson will construct

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diversion facilities below those of the fish farm to operate in the same manner as that now existing at the Patterson Wells site and provide the District its option of diversion at such location. Anderson shall construct his discharge facilities in such manner as not to cause any erosion of the banks, sides or bottom of the Bray Lateral.

No diversion, transmission or discharge facilities shall be constructed by Anderson under the rights herein granted until the plans and specifications for such diversion facilities or such transmission or discharge facilities have been examined by, and approved by, the Board of Directors of the District and the engineers for the District. Any construction by Anderson shall be in accordance with such approved plans and specifications and no water from the Patterson Wells shall be diverted by Anderson until the completed construction of the diversion, transmission, and discharge facilities has been approved by the District and by its engineers.

Anderson agrees that he shall construct his facilities and conduct his fish farming operations in such manner as to insure that no pollutants, solid waste materials or any materials detrimental to soil, vegetation or livestock shall be discharged into the Bray Lateral. In that regard, Anderson expressly understands and agrees that in the event of a controversy between the parties regarding the discharge of pollutants, solid waste materials or any materials detrimental to soil, vegetation or livestock, it shall be Anderson's burden to prove that pollutants or solid waste materials are not

being discharged into Bray Lateral, and to prove that any other material being discharged into the Bray Lateral is not detrimental to soil, vegetation or livestock.

Anderson agrees that the District shall have the right to utilize, for irrigation purposes, the water produced by the wells to be drilled on the said Anderson property by Anderson, after such water has been used by Anderson in his fish farming operations, and that such right shall be prior and superior to the rights of any other persons claiming, under Anderson, the right to use said water from the Anderson wells.

All facilities constructed or used by Anderson under the license herein granted shall be constructed, maintained and kept in repair and kept clean at all times, by Anderson, and at the cost and expense of Anderson, and the conduit between the Patterson Wells and the Bray Lateral shall be maintained and kept in repair and kept clean at all times for the full flow of water therein, by Anderson, and at the cost and expense of Anderson.

Anderson agrees to construct and maintain his diversion, transmission and discharge facilities in a safe condition, all to the end that said facilities shall not constitute a hazard to any person or persons, and to indemnify and keep indemnified the District from all claims for damages arising out of any hazard or negligence in the construction, operation, maintenance and repair of said facilities or the failure of Anderson to keep the same in safe condition.

The construction, maintenance and repair of such diversion, transmission and discharge facilities shall be accomplished by Anderson at such times and in such seasons, and in such manner so as not to interrupt or interfere with the flow of drainage or irrigation water in Bray Lateral or with the delivery of irrigation water by the District to any of its landowners.

Anderson agrees to indemnify and keep indemnified the District from all claims of any of its landowners for damages from the impairment of the flow of drainage or irrigation water in Bray Lateral which may be caused by said facilities of Anderson, or any use or condition thereof at any time or from the impairment of the flow of drainage or irrigation water therein from the failure of Anderson to maintain and keep in repair the said facilities of Anderson or to maintain and keep clean the conduit in said facilities of Anderson for the full flow of irrigation water through said facilities of Anderson.

Nothing herein contained shall be construed to impair the easement and right of way of the District in the Bray Lateral and all uses of said Bray Lateral and the said facilities of Anderson to be constructed and used, and the license herein provided therefor, shall remain inferior and subservient to the rights of the District in the Patterson Wells and to the use of said Bray Lateral for the transmission of drainage and delivery of irrigation water.

The District reserves the right, at its option, to remove any impediment to the flow of water through said facilities of Anderson and any hazards to persons or property which may arise by reason of the construction or condition of said facilities of Anderson at any time, and Anderson agrees to pay to the District, on demand, the costs which shall be reasonably expended for such purposes. If Anderson shall fail in any respect to properly maintain and repair such facilities of Anderson, then the District, at its option, and without impairing or in anywise affecting its other rights and remedies hereunder, shall have the right to perform the necessary maintenance and repairs and Anderson agrees to pay to the District, on demand, the cost which shall be reasonably expended for such purposes.

The parties hereto understand and agree that the District has no right to in any respect impair the uses and purposes of the irrigation and drainage works and system of the District, by this contract, nor to grant any rights in its irrigation and drainage works and system incompatible with the uses to which such irrigation and drainage works and system are devoted and dedicated and that this contract shall be at all times construed according to such principles.

In the event of the failure, refusal or neglect of Anderson to comply with all of the terms and conditions of this contract, then the license of Anderson under the terms hereof may be terminated by the District, and all structures in or over said Patterson

Wells and said Bray Lateral, and the rights of way therefor, which may impede or restrict the maintenance and operation of such wells or such ditch by the District with its equipment for the maintenance of its system may be removed by the District.

The covenants, conditions and agreements herein contained shall constitute covenants to run with, and running with, all of the lands of Anderson hereinbefore described and shall be binding on each of the parties hereto and on all parties and all persons claiming under them or either of them, and the advantages hereof shall inure to the benefit of each of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the District has hereunto caused its corporate name to be subscribed by its officers first thereunto duly authorized by resolution of its Board of Directors and Byron V Anderson and Sonya J Anderson, husband and wife, have hereunto subscribed their names, all as of the day and year herein first above written.

NAMPA & MERIDIAN IRRIGATION DISTRICT

By Clarence L Gharring
Clarence L Gharring, President

ATTEST:

Joseph C Voight
Joseph C Voight, Secretary

Byron V Anderson
Byron V Anderson

Sonya J Anderson
Sonya J Anderson



STATE OF IDAHO

COUNTY OF CANYON

ss

On this 18th day of December, 1973, before me, the undersigned, a Notary Public in and for said State, personally appeared CLARENCE L GHARRING and JOSEPH C VOIGHT, respectively, known to me to be the President and Secretary, respectively, of the irrigation district that executed the foregoing instrument, and acknowledged to me that such irrigation 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.



Gladys L. Schaffer
Notary Public for the State of Idaho
Residing at Nampa, Idaho

STATE OF IDAHO

COUNTY OF CANYON

ss

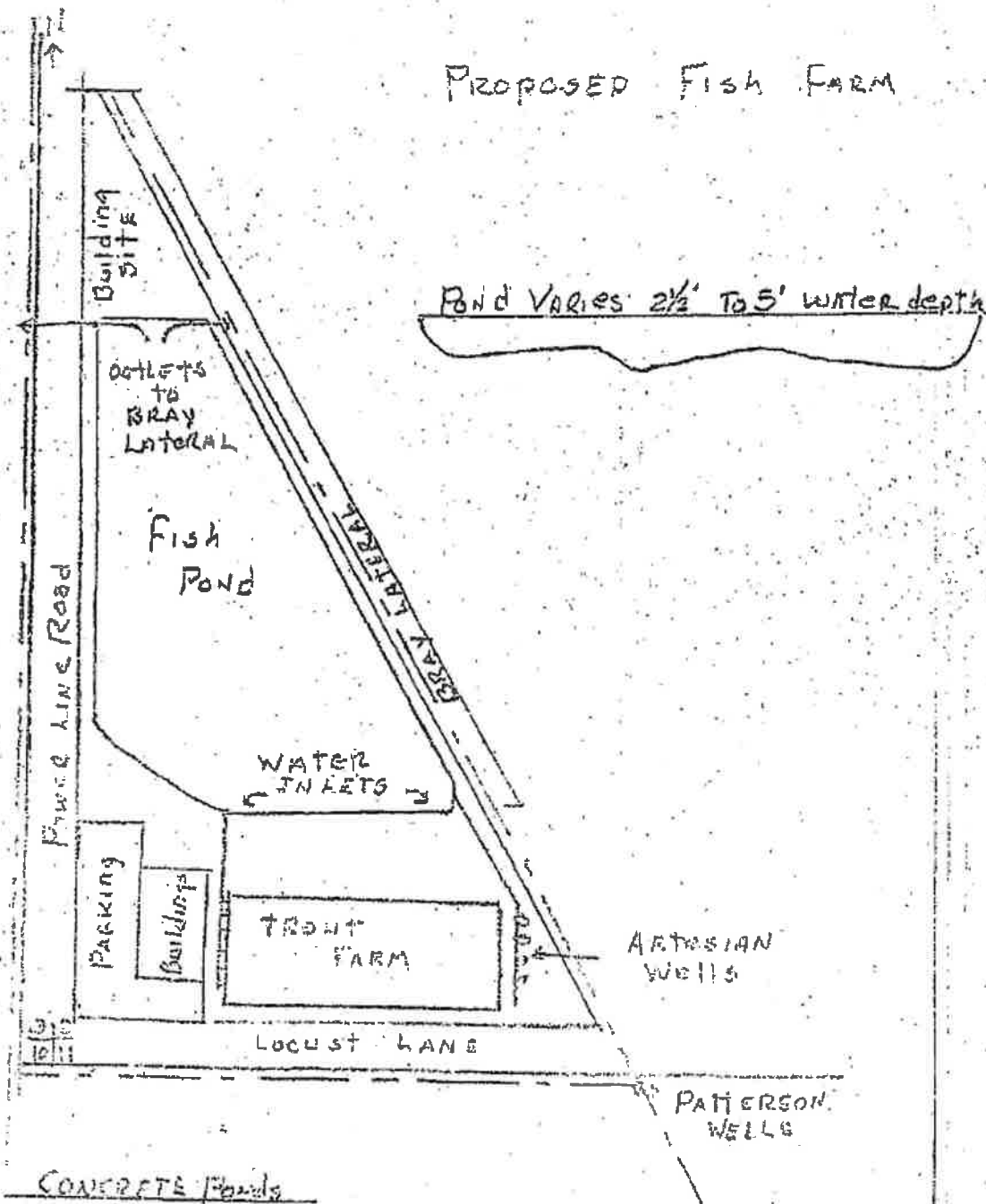
On this 18th day of December, 1973, before me, the undersigned, a Notary Public in and for said State, personally appeared BYRON V ANDERSON and SONYA J ANDERSON, husband and wife, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

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



Joseph C. Voight
Notary Public for the State of Idaho
Residing at Nampa, Idaho

9 A 2057



CONCRETE Ponds

- 10- 3' x 60' x 3 1/2'
- 4 13' x 120' x 4'
- 2- 18' x 135' x 4'

WATER REQUIREMENTS

App 800' Nampa Meridian
400' to 1200' from NEW WELLS

RAINBOW FARM, INC.

Byron V. Anderson
13.45 ACRES 7th Sec 2
T-2N. R.2W. B.M.
11/27/73
PO Box 277
NANDA 74410

EXHIBIT A

copy

LICENSE AGREEMENT

between

NAMPA & MERIDIAN IRRIGATION DISTRICT

and

BYRON V ANDERSON AND SONYA J ANDERSON

18 December 1973

Instrument No 720649

INSTRUMENT NO 720649

LICENSE AGREEMENT

COPY

7/7

LICENSE AGREEMENT, Made and entered into this 18th day of December, 1973, by and between NAMPA & MERIDIAN IRRIGATION DISTRICT, an irrigation district organized and existing under and by virtue of the laws of the State of Idaho, party of the first part, hereinafter referred to as the "District", and BYRON V ANDERSON and SONYA J ANDERSON, husband and wife, parties of the second part, hereinafter referred to in the singular as "Anderson";

W I T N E S S E T H:

WHEREAS, Anderson is the owner of the real property (burdened with the easement of the District hereinafter mentioned) situate in the County of Canyon, State of Idaho, particularly described as follows:

A portion of the Southwest Quarter of the Southwest Quarter of Section 2, Township 2 North, Range 2 West B.M. described as commencing at the Southwest corner of said Southwest Quarter of Section 2, Township 2 North, Range 2 West B.M., thence East along the South line of said Section to the center of the drain ditch as now located; thence Northwesterly along the center of said drain ditch a distance of 22 rods; thence East from the center of said drain ditch, as now located, a distance of 22 feet; thence Northwesterly and parallel with said drain ditch to a point 100 feet from the North boundary line of said Southwest Quarter of the Southwest Quarter of Section 2, Township 2 North, Range 2 West B.M., thence West to the West line of said Southwest Quarter of the Southwest Quarter; thence South along the West boundary line of said Southwest Quarter of the Southwest Quarter to the point of beginning, being approximately 13.75 acres.

and.

WHEREAS, the District is the owner of the ditch known as Bray Lateral, together with the easement therefor, including the easement to convey drainage and irrigation water in such ditch and the easement to operate, maintain and repair such ditch, and which ditch is an integral part of the irrigation and drainage works and system of the District and which ditch and the said easements therefor cross and intersect said described real property of Anderson as shown on Exhibit A attached hereto; and,

WHEREAS, the District owns two artesian wells (formerly known as the "Hosack Wells" but now generally known as, and hereinafter referred to as, the "Patterson Wells") which are located in the Northwest Quarter of the Northwest Quarter of Section 11, Township 2 North, Range 2 West, Boise Meridian, in Canyon County, Idaho, which the District uses for drainage purposes and to supply supplemental irrigation water, the water from said wells being discharged into said Bray Lateral to accomplish such drainage; and,

WHEREAS, the Patterson Wells were located along side the bank of the Bray Lateral, but a diversion from that point to the Wilson Drain was constructed by the District to receive the additional flow from the Patterson Wells at such time such flow could not be delivered through the Bray Lateral for irrigation use, and,

WHEREAS, all such references herein to use or development of additional discharge waters shall be consistent with and subservient to such diversion alterations between the aforementioned drain and lateral of the District, including whatever demands the

United States may make in conjunction with the use of the Wilson Drain, which is a part of its Boise Project drainage works; and,

WHEREAS, all references hereinafter appearing as the Bray Lateral shall be construed and interpreted to mean diversion under such circumstances and to either or both waterways as the District may from time to time determine to be convenient.

WHEREAS, Anderson desires to establish a fish farm on his lands hereinbefore described (which lands are hereinafter referred to as the "Anderson property") and desires to utilize the water flowing from said wells of the District to furnish a portion of the water required for such fish farm, and desires to drill five (5) artesian wells on the Anderson property to furnish the balance of the water required for such fish farm, and desires to utilize the said Bray Lateral for the purpose of draining from the Anderson property the water used in, upon and for said fish farm; and,

WHEREAS, the District is willing to give Anderson a license for the use of water from the said Patterson Wells and for the use of said Bray Lateral for drainage purposes, upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, for and in consideration of the premises and of the covenants, agreements and conditions hereinafter set forth, the parties hereto agree each with the other as follows:

Anderson shall have the right to use the water which shall from time to time flow from said Patterson Wells, for purposes of fish propagation on the Anderson property hereinbefore described

and shall have the right to construct at the said Patterson Wells and in the Bray Lateral on the said Anderson property such diversion and transmission facilities as shall be necessary to transmit the water from the Patterson Wells to the fish farm facilities.

Anderson expressly agrees that the use of water from the Patterson Wells shall not be a consumptive use and that Anderson shall discharge into the Bray Lateral at the lower end of Anderson's facilities the same quantity of water as Anderson diverts into his facilities from the Patterson Wells, diminished only by a normal evaporation loss.

Anderson agrees that the wells to be drilled by him on the fish farm shall not be operated in such manner as to interfere with, or diminish, the flow of water from the Patterson Wells. However, the District agrees that, in conjunction with the use of water from the wells to be drilled by Anderson, the flow from the Patterson Wells may be decreased at any time when the Anderson wells are producing, and discharging into the Bray Lateral, either directly or through the fish propagation facilities of Anderson, a quantity of water equivalent to the quantity by which the flow from the Patterson Wells is then decreased.

Anderson acknowledges and agrees that the District neither guarantees any flow of water from the Patterson Wells nor agrees to supply to Anderson any specific quantity of water from the Patterson Wells. Anderson's use rights under this agreement shall be limited to whatever quantity of water is being produced by the Patterson Wells at any particular time.

The right and authority to control flow of water from the Patterson Wells shall at all times be vested in the District, and it shall be Anderson's responsibility to request the water

superintendent of the District to make any changes desired by Anderson in the amount of water being discharged from the Patterson Wells.

Anderson understands and agrees that the water flowing from the Patterson Wells is delivered by the District to its water users for irrigation purposes, from time to time, and that it is essential that the quantity of water flowing from the Patterson Wells must not be diminished, except for evaporation losses, by reason of being diverted into Anderson's fish propagation facilities. Therefore, Anderson expressly agrees that if, at any time during any irrigation season, the quantity of water being discharged into the Bray Lateral from Anderson's fish propagation facilities is less than the amount of water flowing from the Patterson Wells, the District, upon one hour's notice to Anderson, given to Anderson or to his employees or agents at the said fish farm, shall have the right to adjust the control devices at Anderson's diversion facilities as may be required to increase the flow of water in the Bray Lateral to that quantity which is being discharged by the Patterson Wells. In that regard, it shall be Anderson's responsibility to have someone available at said fish farm at all times to receive such notices from the District.

Anderson agrees to pay the District the sum of \$100.00 annually to defray additional expenses incurred by provisions of this license agreement and such amount is to be paid on or before the 15th day of December each year and such amount will be subject to review or change at the request of Anderson

on the District at the first regular meeting of the Board of Directors of the District occurring within the month of payment.

Anderson shall have the right to discharge into the Bray Lateral the water used by Anderson in his fish farming operations on the Anderson property. In that regard, the parties understand and agree that the District heretofore has utilized said Bray Lateral for the transmission of as much as 1200 miners inches of drainage water flowing from the Patterson Wells and from other sources. It is further understood and agreed that Anderson shall be required to perform any work and furnish any materials which may be required to enlarge the Bray Lateral so as to carry any additional water that Anderson discharges into the Bray Lateral, over and above the quantity of water heretofore conveyed by the District in the Bray Lateral. Any such enlargement of the Bray Lateral, and any other work done by Anderson under the license herein granted, shall be accomplished by Anderson at his own expense and without any expense whatsoever to the District.

If additional easements are required for the purpose of carrying additional water in the Bray Lateral, over and above the quantity of water that can be accommodated by the rights of way of the District, those easements shall be obtained by Anderson and any expense involved in establishing or acquiring such easements shall be paid by Anderson.

The parties understand and agree that the Bray Lateral runs northwesterly from Patterson Wells, along the northeasterly boundary line of the fish farm, and that Anderson will construct

INSTRUMENT NO 720649

LICENSE AGREEMENT

COPY

7/7

LICENSE AGREEMENT, Made and entered into this 18th day of December, 1973, by and between NAMPA & MERIDIAN IRRIGATION DISTRICT, an irrigation district organized and existing under and by virtue of the laws of the State of Idaho, party of the first part, hereinafter referred to as the "District", and BYRON V ANDERSON and SONYA J ANDERSON, husband and wife, parties of the second part, hereinafter referred to in the singular as "Anderson";

W I T N E S S E T H:

WHEREAS, Anderson is the owner of the real property (burdened with the easement of the District hereinafter mentioned) situate in the County of Canyon, State of Idaho, particularly described as follows:

A portion of the Southwest Quarter of the Southwest Quarter of Section 2, Township 2 North, Range 2 West B.M. described as commencing at the Southwest Corner of said Southwest Quarter of Section 2, Township 2 North, Range 2 West B.M., thence East along the South line of said Section to the center of the drain ditch as now located; thence Northwesterly along the center of said drain ditch a distance of 22 rods; thence East from the center of said drain ditch, as now located, a distance of 22 feet; thence Northwesterly and parallel with said drain ditch to a point 100 feet from the North boundary line of said Southwest Quarter of the Southwest Quarter of Section 2, Township 2 North, Range 2 West B.M., thence West to the West line of said Southwest Quarter of the Southwest Quarter; thence South along the West boundary line of said Southwest Quarter of the Southwest Quarter to the point of beginning, being approximately 13.75 acres.

and,

WHEREAS, the District is the owner of the ditch known as Bray Lateral, together with the easement therefor, including the easement to convey drainage and irrigation water in such ditch and the easement to operate, maintain and repair such ditch, and which ditch is an integral part of the irrigation and drainage works and system of the District and which ditch and the said easements therefor cross and intersect said described real property of Anderson as shown on Exhibit A attached hereto; and,

WHEREAS, the District owns two artesian wells (formerly known as the "Hosack Wells" but now generally known as, and herein-after referred to as, the "Patterson Wells") which are located in the Northwest Quarter of the Northwest Quarter of Section 11, Township 2 North, Range 2 West, Boise Meridian, in Canyon County, Idaho, which the District uses for drainage purposes and to supply supplemental irrigation water, the water from said wells being discharged into said Bray Lateral to accomplish such drainage; and,

WHEREAS, the Patterson Wells were located along side the bank of the Bray Lateral, but a diversion from that point to the Wilson Drain was constructed by the District to receive the additional flow from the Patterson Wells at such time such flow could not be delivered through the Bray Lateral for irrigation use, and,

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United States may make in conjunction with the use of the Wilson Drain, which is a part of its Boise Project drainage works; and,

WHEREAS, all references hereinafter appearing as the Bray Lateral shall be construed and interpreted to mean diversion under such circumstances and to either or both waterways as the District may from time to time determine to be convenient.

WHEREAS, Anderson desires to establish a fish farm on his lands hereinbefore described (which lands are hereinafter referred to as the "Anderson property") and desires to utilize the water flowing from said wells of the District to furnish a portion of the water required for such fish farm, and desires to drill five (5) artesian wells on the Anderson property to furnish the balance of the water required for such fish farm, and desires to utilize the said Bray Lateral for the purpose of draining from the Anderson property the water used in, upon and for said fish farm; and,

WHEREAS, the District is willing to give Anderson a license for the use of water from the said Patterson Wells and for the use of said Bray Lateral for drainage purposes, upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, for and in consideration of the premises and of the covenants, agreements and conditions hereinafter set forth, the parties hereto agree each with the other as follows:

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and shall have the right to construct at the said Patterson Wells and in the Bray Lateral on the said Anderson property such diversion and transmission facilities as shall be necessary to transmit the water from the Patterson Wells to the fish farm facilities.

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The right and authority to control flow of water from the Patterson Wells shall at all times be vested in the District, and it shall be Anderson's responsibility to request the water

superintendent of the District to make any changes desired by Anderson in the amount of water being discharged from the Patterson Wells.

Anderson understands and agrees that the water flowing from the Patterson Wells is delivered by the District to its water users for irrigation purposes, from time to time, and that it is essential that the quantity of water flowing from the Patterson Wells must not be diminished, except for evaporation losses, by reason of being diverted into Anderson's fish propagation facilities. Therefore, Anderson expressly agrees that if, at any time during any irrigation season, the quantity of water being discharged into the Bray Lateral from Anderson's fish propagation facilities is less than the amount of water flowing from the Patterson Wells, the District, upon one hour's notice to Anderson, given to Anderson or to his employees or agents at the said fish farm, shall have the right to adjust the control devices at Anderson's diversion facilities as may be required to increase the flow of water in the Bray Lateral to that quantity which is being discharged by the Patterson Wells. In that regard, it shall be Anderson's responsibility to have someone available at said fish farm at all times to receive such notices from the District.

Anderson agrees to pay the District the sum of \$100.00 annually to defray additional expenses incurred by provisions of this license agreement and such amount is to be paid on or before the 15th day of December each year and such amount will be subject to review or change at the request of Anderson

or the District at the first regular meeting of the Board of Directors of the District occurring within the month of payment.

Anderson shall have the right to discharge into the Bray Lateral the water used by Anderson in his fish farming operations on the Anderson property. In that regard, the parties understand and agree that the District heretofore has utilized said Bray Lateral for the transmission of as much as 1200 miners' inches of drainage water flowing from the Patterson Wells and from other sources. It is further understood and agreed that Anderson shall be required to perform any work and furnish any materials which may be required to enlarge the Bray Lateral so as to carry any additional water that Anderson discharges into the Bray Lateral, over and above the quantity of water heretofore conveyed by the District in the Bray Lateral. Any such enlargement of the Bray Lateral, and any other work done by Anderson under the license herein granted, shall be accomplished by Anderson at his own expense and without any expense whatsoever to the District.

If additional easements are required for the purpose of carrying additional water in the Bray Lateral, over and above the quantity of water that can be accommodated by the rights of way of the District, those easements shall be obtained by Anderson and any expense involved in establishing or acquiring such easements shall be paid by Anderson.

The parties understand and agree that the Bray Lateral runs northwesterly from Patterson Wells, along the northeasterly boundary line of the fish farm, and that Anderson will construct

diversion facilities below those of the fish farm to operate in the same manner as that now existing at the Patterson Wells site and provide the District its option of diversion at such location. Anderson shall construct his discharge facilities in such manner as not to cause any erosion of the banks, sides or bottom of the Bray Lateral.

No diversion, transmission or discharge facilities shall be constructed by Anderson under the rights herein granted until the plans and specifications for such diversion facilities or such transmission or discharge facilities have been examined by, and approved by, the Board of Directors of the District and the engineers for the District. Any construction by Anderson shall be in accordance with such approved plans and specifications and no water from the Patterson Wells shall be diverted by Anderson until the completed construction of the diversion, transmission, and discharge facilities has been approved by the District and by its engineers.

Anderson agrees that he shall construct his facilities and conduct his fish farming operations in such manner as to insure that no pollutants, solid waste materials or any materials detrimental to soil, vegetation or livestock shall be discharged into the Bray Lateral. In that regard, Anderson expressly understands and agrees that in the event of a controversy between the parties regarding the discharge of pollutants, solid waste materials or any materials detrimental to soil, vegetation or livestock, it shall be Anderson's burden to prove that pollutants or solid waste materials are not

being discharged into Bray Lateral, and to prove that any other material being discharged into the Bray Lateral is not detrimental to soil, vegetation or livestock.

Anderson agrees that the District shall have the right to utilize, for irrigation purposes, the water produced by the wells to be drilled on the said Anderson property by Anderson, after such water has been used by Anderson in his fish farming operations, and that such right shall be prior and superior to the rights of any other persons claiming, under Anderson, the right to use said water from the Anderson wells.

All facilities constructed or used by Anderson under the license herein granted shall be constructed, maintained and kept in repair and kept clean at all times, by Anderson, and at the cost and expense of Anderson, and the conduit between the Patterson Wells and the Bray Lateral shall be maintained and kept in repair and kept clean at all times for the full flow of water therein, by Anderson, and at the cost and expense of Anderson.

Anderson agrees to construct and maintain his diversion, transmission and discharge facilities in a safe condition, all to the end that said facilities shall not constitute a hazard to any person or persons, and to indemnify and keep indemnified the District from all claims for damages arising out of any hazard or negligence in the construction, operation, maintenance and repair of said facilities or the failure of Anderson to keep the same in safe condition.

The construction, maintenance and repair of such diversion, transmission and discharge facilities shall be accomplished by Anderson at such times and in such seasons and in such manner so as not to interrupt or interfere with the flow of drainage or irrigation water in Bray Lateral or with the delivery of irrigation water by the District to any of its landowners.

Anderson agrees to indemnify and keep indemnified the District from all claims of any of its landowners for damages from the impairment of the flow of drainage or irrigation water in Bray Lateral which may be caused by said facilities of Anderson, or any use or condition thereof at any time or from the impairment of the flow of drainage or irrigation water therein from the failure of Anderson to maintain and keep in repair the said facilities of Anderson or to maintain and keep clean the conduit in said facilities of Anderson for the full flow of irrigation water through said facilities of Anderson.

Nothing herein contained shall be construed to impair the easement and right of way of the District in the Bray Lateral and all uses of said Bray Lateral and the said facilities of Anderson to be constructed and used, and the license herein provided therefor, shall remain inferior and subservient to the rights of the District in the Patterson Wells and to the use of said Bray Lateral for the transmission of drainage and delivery of irrigation water.

The District reserves the right, at its option, to remove any impediment to the flow of water through said facilities of Anderson and any hazards to persons or property which may arise by reason of the construction or condition of said facilities of Anderson at any time, and Anderson agrees to pay to the District, on demand, the costs which shall be reasonably expended for such purposes. If Anderson shall fail in any respect to properly maintain and repair such facilities of Anderson, then the District, at its option, and without impairing or in anywise affecting its other rights and remedies hereunder, shall have the right to perform the necessary maintenance and repairs and Anderson agrees to pay to the District, on demand, the cost which shall be reasonably expended for such purposes.

The parties hereto understand and agree that the District has no right to in any respect impair the uses and purposes of the irrigation and drainage works and system of the District, by this contract, nor to grant any rights in its irrigation and drainage works and system incompatible with the uses to which such irrigation and drainage works and system are devoted and dedicated and that this contract shall be at all times construed according to such principles.

In the event of the failure, refusal or neglect of Anderson to comply with all of the terms and conditions of this contract, then the license of Anderson under the terms hereof may be terminated by the District, and all structures in or over said Patterson

Wells and said Bray Lateral, and the rights of way therefor, which may impede or restrict the maintenance and operation of such wells or such ditch by the District with its equipment for the maintenance of its system may be removed by the District.

The covenants, conditions and agreements herein contained shall constitute covenants to run with, and running with, all of the lands of Anderson hereinbefore described and shall be binding on each of the parties hereto and on all parties and all persons claiming under them or either of them, and the advantages hereof shall inure to the benefit of each of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the District has hereunto caused its corporate name to be subscribed by its officers first thereunto duly authorized by resolution of its Board of Directors and Byron V Anderson and Sonya J Anderson, husband and wife, have hereunto subscribed their names, all as of the day and year herein first above written.

NAMPA & MERIDIAN IRRIGATION DISTRICT

By Clarence L Gharring
Clarence L Gharring, President

ATTEST:

Joseph C Voight
Joseph C Voight, Secretary

Byron V Anderson
Byron V Anderson

Sonya J Anderson
Sonya J Anderson



STATE OF IDAHO)
) ss
COUNTY OF CANYON)

On this 18th day of December, 1973, before me, the undersigned, a Notary Public in and for said State, personally appeared CLARENCE L GHARRING and JOSEPH C VOIGHT, respectively, known to me to be the President and Secretary, respectively, of the irrigation district that executed the foregoing instrument, and acknowledged to me that such irrigation 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.


Gladys L. Schaffer
Notary Public for the State of Idaho
Residing at Nampa, Idaho

STATE OF IDAHO)
) ss
COUNTY OF CANYON)

On this 18th day of December, 1973, before me, the undersigned, a Notary Public in and for said State, personally appeared BYRON V ANDERSON and SONYA J ANDERSON, husband and wife, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

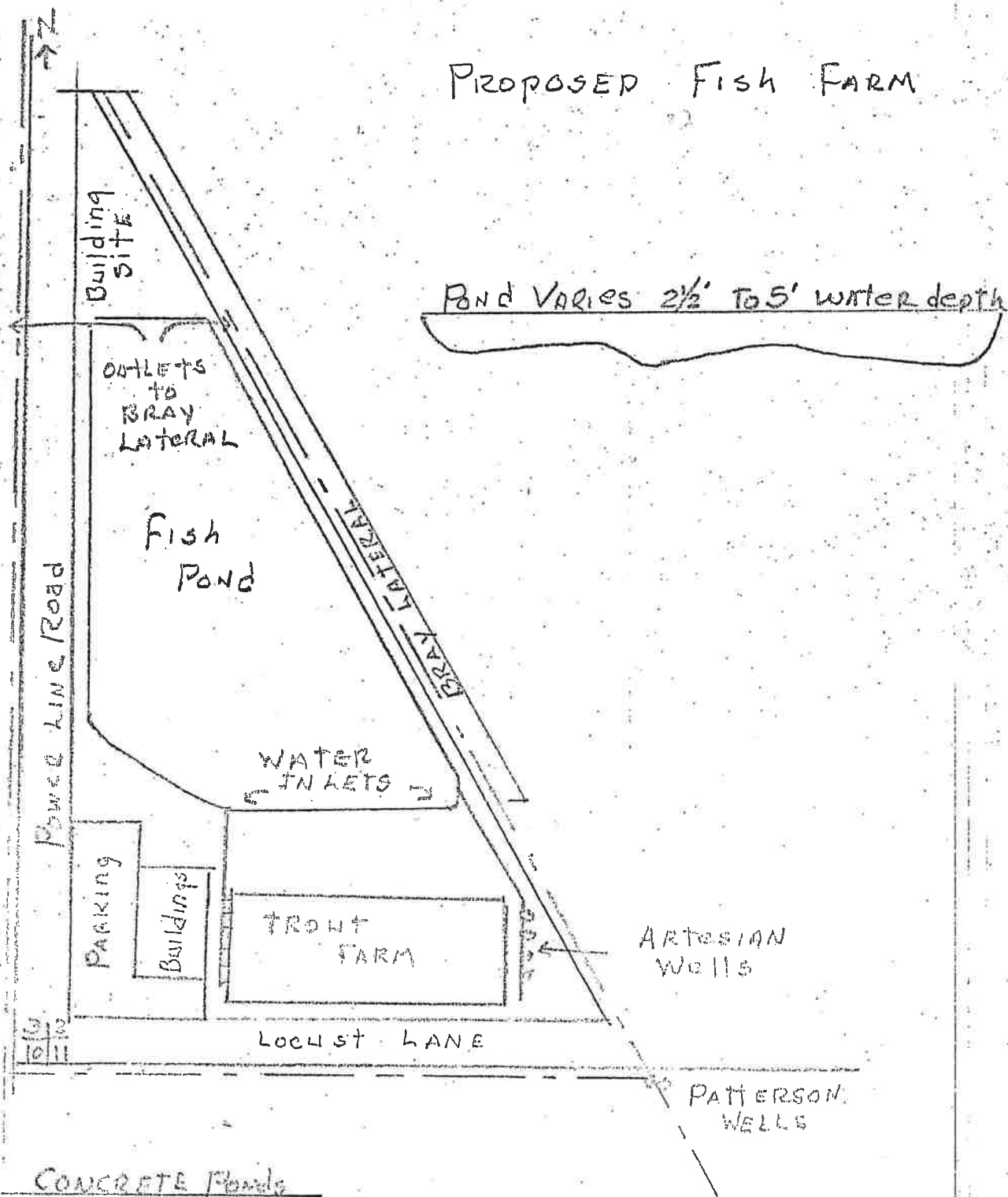
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.


Joseph C. Voight
Notary Public for the State of Idaho
Residing at Nampa, Idaho

Handwritten notes and signatures:
- Vertical text: "BYRON V ANDERSON & SONYA J ANDERSON"
- Vertical text: "BYRON V ANDERSON"
- Vertical text: "SONYA J ANDERSON"
- Vertical text: "12-18-73"
- Vertical text: "2 + 3"
- Vertical text: "17-3-1"

150248

PROPOSED FISH FARM



CONCRETE Ponds

- 10- 3' X 60' X 3 1/2'
- 4 18' X 120' X 4'
- 2- 18' X 180' X 4'

WATER REQUIREMENTS

App 800' Nampa Meridian
400' to 1200' FROM NEW WELLS

RAINBOW FARMS, INC.

Byron V. Anderson
13.15 ACRES T1N 50R 2
+ 2N. R 2W. B.M.

11/27/73

P.O. Box 277
Nampa, Idaho

EXHIBIT A

LICENSE AGREEMENT

between

NAMPA & MERIDIAN IRRIGATION DISTRICT

and

DEPARTMENT OF FISH & GAME OF THE STATE OF IDAHO

24 September 1991
Instrument #9119419

34/1

9119419

RECORDED

'91 SEP 30 PM 2 49

NED J. KERR

CANYON CNTY RECORDER

BY *C. Smith* *clerk*

REQUEST *Meridian Irrigation*
TYPE *Std* *THE 36-11*
LICENSE AGREEMENT

COPY

LICENSE AGREEMENT, made and entered into this 24th day of September, 1991, by and between NAMPA & MERIDIAN IRRIGATION DISTRICT, an irrigation district organized and existing under and by virtue of the laws of the State of Idaho, party of the first part, hereinafter referred to as the "District", and

DEPARTMENT OF FISH & GAME OF THE STATE OF IDAHO,
an agency of the State of Idaho

party or parties of the second part, hereinafter referred to as the "Licensee",

W I T N E S S E T H:

WHEREAS, the Licensee is the owner of the real property (burdened with the easement of the District hereinafter mentioned) particularly described in the "Description of Licensee's Lands" attached hereto as Exhibit A and by this reference made a part hereof; and,

WHEREAS, the District is the owner of the irrigation ditch or canal known as BRAY LATERAL together with the easement therefor, including the easement to convey irrigation water in such ditch or canal and the easement to operate, maintain and repair such ditch or canal, and includes an easement of ingress and egress for those purposes, and which ditch or canal is an integral part of the irrigation works and system of the District and which ditch or canal and the said easements therefor cross and intersect said described real property of the Licensee as shown on Exhibit B attached hereto and by this reference made a part hereof; and,

WHEREAS, the Licensee desires a license to alter or modify said ditch or canal, or to change the location of said ditch or canal in its course across the lands of the Licensee in the manner hereinafter appearing and under the terms and conditions hereinafter set forth;

NOW, THEREFORE, for and in consideration of the premises and of the covenants, agreements and conditions hereinafter set forth, the parties agree each with the other as follows:

1. The Licensee shall have the right to alter, modify or change the location of said ditch or canal in the manner specified in the "Purpose of License" attached hereto as Exhibit C and by this reference made a part hereof.

Any alteration, modification or change in location of said ditch or canal by the Licensee shall be performed in accordance with the "Special Conditions" stated in Exhibit D, attached hereto and by this reference made a part hereof.

2. Any facilities constructed by the Licensee in altering, modifying or changing the location of said ditch or canal shall be constructed, maintained and kept in repair and kept clean at all times, by the Licensee, and at the cost and expense of the Licensee, and the conduit therein shall be maintained and kept in repair and kept clean at all times, for the full flow of water therein, by the Licensee, and at the cost and expense of the Licensee.

3. The Licensee agrees to construct and maintain any facilities constructed by the Licensee in said ditch or canal pursuant to this agreement in a safe condition to the end that the ditch or canal shall not constitute a hazard to any person or persons, and to indemnify and keep indemnified the District from all claims for damages arising out of any hazard or negligence in the construction, operation, maintenance and repair of said facilities or the failure of the Licensee to keep the same in safe condition.

4. The alteration, modification or change in location of said ditch or canal shall be accomplished by the Licensee at such times and in such seasons and in such manner so as not to interrupt or interfere with the flow of irrigation water in said ditch or canal, or with the delivery of irrigation water by the District to any of its landowners.

5. The Licensee agrees to indemnify and keep indemnified the District from all claims of any of its landowners for damages from the impairment of the flow of irrigation water in said ditch or canal which may be caused by said alteration, modification or change in location of said ditch or canal, or any use or condition of any such facilities constructed by the Licensee at any time, or from the impairment of the flow of irrigation water therein from the failure of the Licensee to maintain and keep in repair the said ditch or canal and such facilities or to maintain and keep clean the conduit in said facilities for the full flow of irrigation water through said ditch or canal and the facilities, if any, constructed therein by the Licensee.

6. The District reserves the right, at its option, to remove any impediment to the flow of water through said ditch or canal and any facilities installed therein by the Licensee, and to remove any hazards to person or property which may arise by reason of the alteration, modification or change in location made by the Licensee, at any time, and the Licensee agrees to pay to the District, on demand, the costs which shall be reasonably expended by the District for such purposes. If the Licensee shall fail in any respect to properly maintain and repair such altered, modified or relocated portion of said ditch or canal, then the District, at its option, and

without impairing or in anywise affecting its other rights and remedies hereunder, shall have the right to perform the necessary maintenance and repairs and the Licensee agrees to pay to the District, on demand, the cost or expense which shall be reasonably expended or incurred by the District for such purposes.

7. The Licensee agrees that the work performed and the materials used in altering, modifying or changing the location of said ditch or canal, at all times shall be subject to inspection by the District and by the engineers for the District, and that final acceptance of the construction work shall not be made until all such work and materials shall have been expressly approved by the District.

8. The Licensee agrees that the District shall not be liable for any damages which shall occur to any plants, structures or any other improvements of any kind or nature whatsoever which the Licensee shall place, raise, construct or install on the said easement area of the District, in the reasonable exercise of the rights of the District in the course of performance of maintenance or repair of said ditch or canal. The Licensee further agrees to suspend its use of the said easement area when the use of the easement area is required by the District for maintenance or repair under this or any other paragraph of this agreement.

9. The Licensee acknowledges that its use of its said property hereinbefore described might, either now or at some future time, cause an increase in the amount of surface water or ground water draining or wasting into said ditch or canal or some other ditch or canal of the District. The Licensee understands and agrees that it has no right to drain or waste into said facilities of the District more surface or ground water than drains or wastes from said property of the Licensee in its present state and condition. The Licensee expressly agrees that it shall not cause, suffer or permit any such additional surface or ground water to drain or waste into said facilities of the District unless the Licensee shall have (1) obtained all necessary rights of way or easements for the draining or wasting of such additional water and (2) created the necessary additional carrying capacity in the ditches, pipelines or other facilities through which such additional water is to be carried and (3) complied with all statutes, regulations, ordinances, and other laws regarding the discharge of drainage or waste water into surface streams, whether natural or artificial, and into aquifers or other bodies of ground water and (4) removed all pollutants, contaminants, debris and other foreign material which in any manner have been placed in or mixed with such additional water while on the said property of the Licensee, and in the event of any dispute as to the source of such pollutants, contaminants, debris or other foreign material, the burden shall be upon the Licensee to show that the pollutants, contaminants, debris or foreign material do not come from the Licensee's said property. The Licensee expressly agrees that the District shall be entitled to enforce compliance with the provisions of this paragraph by injunction and that violation of the provisions of this paragraph shall be

sufficient cause for issuance of a preliminary or permanent injunction. The right to such injunctive relief, and any other remedies set forth herein, shall be cumulative of any other remedies available to the District under the laws of the State of Idaho. If the Licensee shall cause, suffer or permit any such additional water to drain or waste into said ditch or canal or into any other facility of the District without having complied with the requirements of this paragraph, the District shall have the right to stop such additional water from draining or wasting into said ditch or canal or any other facility of the District, and the Licensee agrees to reimburse the District on demand for the costs and expenses expended or incurred by the District in stopping such drainage or wasting.

10. Should either party incur costs or attorney fees in connection with efforts to enforce the provisions of this agreement, whether by institution of suit or not, the party rightfully enforcing or rightfully resisting enforcement of the provisions of this agreement, or the prevailing party in case suit is instituted, shall be entitled to reimbursement for its costs and reasonable attorney fees from the other party.

11. The parties hereto understand and agree that the Licensee has no right to in any respect impair the uses and purposes of the irrigation works and system of the District, by this contract, nor to grant any rights in its irrigation works and system incompatible with the uses to which such irrigation works and system are devoted and dedicated and that this contract shall be at all times construed according to such principles.

12. Nothing herein contained shall be construed to impair the easement and right of way of the District in the said ditch or canal and all uses of said ditch or canal and the said altered, modified or changed location of said ditch or canal and the license herein provided therefor shall remain inferior and subservient to the rights of the District to the use of said ditch or canal for the transmission and delivery of irrigation water.

13. In the event of the failure, refusal or neglect of the Licensee to comply with all of the terms and conditions of this contract, then the license of the Licensee under the terms hereof may be terminated by the District, and all structures in or over said ditch or canal, and the right of way therefor, which may impede or restrict the maintenance and operation of such ditch or canal by the District with its equipment for the maintenance of its said ditch or canal may be removed by the District.

14. The Licensee acknowledges that the license herein granted is for his or its benefit, and not for the benefit of the District, and, for that reason, the Licensee agrees to pay any attorney fees or engineering fees charged by the attorney for the District or by the engineers for the District in connection with the preparation of this License Agreement or in connection with

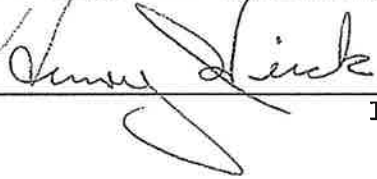
negotiations covering the terms and conditions of this License Agreement.

15. The word "Licensee", if used in the neuter in this agreement, includes the masculine and feminine genders, the singular number includes the plural, and the plural number includes the singular.

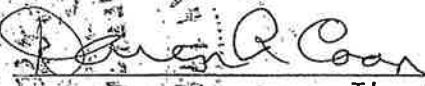
The covenants, conditions and agreements herein contained shall constitute covenants to run with, and running with, all of the lands of the Licensee described in said Exhibit A, and shall be binding on each of the parties hereto and on all parties and all persons claiming under them or either of them, and the advantages hereof shall inure to the benefit of each of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the District has hereunto caused its corporate name to be subscribed by its officers first hereunto duly authorized by resolution of its Board of Directors and the Licensee has hereunto subscribed his name, or if a corporation, has hereunto caused its corporate name to be subscribed and its seal to be affixed by its officers first thereunto duly authorized by resolution of its Board of Directors, all as of the day and year herein first above written.

NAMPA & MERIDIAN IRRIGATION DISTRICT

By 
Its President

ATTEST:


Its Secretary

DEPARTMENT OF FISH & GAME
OF THE STATE OF IDAHO

By 

ATTEST:

STATE OF IDAHO)
) ss:
County of Canyon)

On this 24th day of September, 1991, before me, the undersigned, a Notary Public in and for said State, personally appeared Henry Weick and Daren R. Coon, known to me to be the President and Secretary, respectively, of NAMPA & MERIDIAN IRRIGATION DISTRICT, the irrigation district that executed the foregoing instrument and acknowledged to me that such irrigation 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.

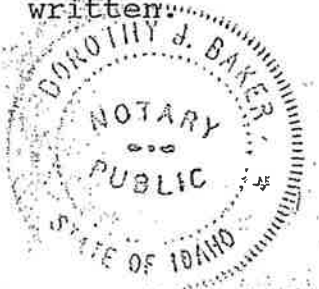


Donna N. Moore
Notary Public for Idaho
Residing at Caldwell, Idaho
My Commission Expires: 11/04/94

STATE OF IDAHO)
) ss:
County of Ada)

On this 30th day of August, 1991, before me, the undersigned, a Notary Public in and for said State, personally appeared Kenneth D. Norrie and Planning Administrator, known to me to be the Assistant Director and Planning Administrator respectively, of DEPARTMENT OF FISH & GAME OF THE STATE OF IDAHO, the corporation that executed the foregoing instrument and acknowledged to me that such corporation 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.



Dorothy J. Baker
Notary Public for Idaho
Residing at Boise, Idaho Emmett Idaho
My Commission Expires: 10/31/1991

EXHIBIT A

Legal Description

NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 3, Township 2 North, Range 2 West, B.M., Canyon
County, Idaho.

EXHIBIT B

There is no Exhibit B attached to this agreement.

EXHIBIT C

Purpose of License

The purpose of this License Agreement is to permit Licensee to:

1. Deposit water into Bray Lateral at a different location in Bray Lateral from the previous location.
2. Cross Bray Lateral with pipes or culverts at three different locations.
3. Place a fence on the District's right of way along Bray Lateral parallel to and west of South Power Line Road.

The site is known as Wilson Springs Pond Development and is generally located northwest of the intersection of South Power Line Road and Locust Lane, Canyon County, Idaho.

EXHIBIT D

Special Conditions

1. Construction shall be accordance with certain plans consisting of one sheet entitled "Wilson Springs Pond Development Project for Idaho Department of Fish & Game, Site Plan", sheet 4 of 14, dated March 1990, prepared by J-U-B Engineers, Inc. Such plans are in the possession of the District's water superintendent at his offices and are hereby incorporated by this reference.

2. Crossings of Bray Lateral by Licensee are as follows:

a. Two 8" pipelines to be placed no less than 4 feet under Bray Lateral to serve Licensee's fire hydrants.

b. Culvert (bridge) crossing over Bray Lateral.

c. Squash pipe (bridge) crossing over Bray Lateral.

3. The fence to be installed by Licensee shall be located as depicted in the plans incorporated by reference in par. 1 above.

4. The District has prior to this agreement entered its right of way along Bray Lateral at a point at or near the intersection of Bray Lateral and South Power Line Road. To accommodate Licensee and its construction and activity in this area, the District agrees to enter Licensee's property at a point at the southeast corner of Licensee's property as the property is depicted in the plans or map referred to in par. 1 above. Licensee hereby grants the District an easement to enter Licensee's property from South Power Line Road at such location shown on said plans or map in the southeast corner thereof with the reference to "12' wide gate." Licensee shall install a 12' gate at such location, which gate shall be subject to the District's control and the

District's lock. Licensee shall construct a 12' roadway north from such point of entry which shall lie immediately west of and parallel to the fence along South Power Line Road referred to above. Such roadway and the right to its use by the District to reach Bray Lateral and for operation and maintenance in connection with irrigation district purposes is and shall constitute a perpetual easement from Licensee to the District for such purposes. As part of such easement, Licensee hereby grants to the District a right to the use of Licensee's property immediately south of Bray Lateral and immediately west of South Power Line Road, referred to and located in said plans or map as "100' Diamr Turnaround," for purposes of turning vehicles around and for other vehicular activity.

5. Licensee shall construct and install a spillway satisfactory to the District at a location in the area of Ponds B and C, as Ponds B and C are shown in said plans or map, to be designated more particularly by the District.

6. The District shall have the right in its sole discretion to require that Licensee install walkways on the upstream sides of the check board guides at the outlet structures of Ponds B and C.

7. Ultimate control of the flow of water into and in Bray Lateral shall be in the District. Licensee shall adhere to the directions of the District in that regard.

8. Licensee's construction and activity on its property as it affects the District entails creation of a system of ponds for use in connection with fish and fishing. This construction and activity affects the District's operation of its irrigation system in the area

of Licensee's described property. The District is not certain that Licensee's implementation of its pond system will permit satisfactory operation of the District's irrigation system. The District therefore reserves the right, should the flow of water in Bray Lateral be disrupted or should the operation and function of its irrigation system otherwise be adversely affected, in the sole judgment of the District, by Licensee's construction and activities on its property or by implementation of the terms of this agreement, to terminate this agreement or any provision thereof after reasonable notice under the circumstances to Licensee.

9. Nothing in this agreement shall affect the terms and conditions of that certain Supplement to License Agreement entered into by the parties hereto dated July 5, 1989.

10. Licensee shall notify the water superintendent of the District prior to and immediately after construction so that he or the District's engineers may inspect and approve construction. If the District's engineers perform such inspection, Licensee shall pay the District's engineers any fee charged in connection therewith.

11. Licensee shall place no structures of any kind above ground on the District's easement area except as referred to in this agreement or exhibits thereto without the prior written consent of the District. The District's easement along this section of Bray Lateral is 55 feet, 30 feet left looking downstream, 25 feet right.

AGREEMENT CONCERNING
OPERATION OF ANY NEW PONDS,
ETC. W/NMID & F&G.
No WTR. RT. INFO.

Copy

LICENSE AGREEMENT

between

NAMPA & MERIDIAN IRRIGATION DISTRICT

and

DEPARTMENT OF FISH & GAME OF THE STATE OF IDAHO

24 September 1991
Instrument #9119419

34/1

9119419

RECORDED

91 SEP 30 PM 2 49

NED J. KERR

CANYON CNTY RECORDER

BY *C. Smith* *clerk*

REQUEST *Transfer Meridian*
TYPE *Sub* FILE *36-1-10*
LICENSE AGREEMENT

COPY

LICENSE AGREEMENT, made and entered into this 24th day of September, 1991, by and between NAMPA & MERIDIAN IRRIGATION DISTRICT, an irrigation district organized and existing under and by virtue of the laws of the State of Idaho, party of the first part, hereinafter referred to as the "District", and

DEPARTMENT OF FISH & GAME OF THE STATE OF IDAHO,
an agency of the State of Idaho

party or parties of the second part, hereinafter referred to as the "Licensee",

W I T N E S S E T H:

WHEREAS, the Licensee is the owner of the real property (burdened with the easement of the District hereinafter mentioned) particularly described in the "Description of Licensee's Lands" attached hereto as Exhibit A and by this reference made a part hereof; and,

WHEREAS, the District is the owner of the irrigation ditch or canal known as BRAY LATERAL together with the easement therefor, including the easement to convey irrigation water in such ditch or canal and the easement to operate, maintain and repair such ditch or canal, and includes an easement of ingress and egress for those purposes, and which ditch or canal is an integral part of the irrigation works and system of the District and which ditch or canal and the said easements therefor cross and intersect said described real property of the Licensee as shown on Exhibit B attached hereto and by this reference made a part hereof; and,

WHEREAS, the Licensee desires a license to alter or modify said ditch or canal, or to change the location of said ditch or canal in its course across the lands of the Licensee in the manner hereinafter appearing and under the terms and conditions hereinafter set forth;

NOW, THEREFORE, for and in consideration of the premises and of the covenants, agreements and conditions hereinafter set forth, the parties agree each with the other as follows:

1. The Licensee shall have the right to alter, modify or change the location of said ditch or canal in the manner specified in the "Purpose of License" attached hereto as Exhibit C and by this reference made a part hereof.

Any alteration, modification or change in location of said ditch or canal by the Licensee shall be performed in accordance with the "Special Conditions" stated in Exhibit D, attached hereto and by this reference made a part hereof.

2. Any facilities constructed by the Licensee in altering, modifying or changing the location of said ditch or canal shall be constructed, maintained and kept in repair and kept clean at all times, by the Licensee, and at the cost and expense of the Licensee, and the conduit therein shall be maintained and kept in repair and kept clean at all times, for the full flow of water therein, by the Licensee, and at the cost and expense of the Licensee.

3. The Licensee agrees to construct and maintain any facilities constructed by the Licensee in said ditch or canal pursuant to this agreement in a safe condition to the end that the ditch or canal shall not constitute a hazard to any person or persons, and to indemnify and keep indemnified the District from all claims for damages arising out of any hazard or negligence in the construction, operation, maintenance and repair of said facilities or the failure of the Licensee to keep the same in safe condition.

4. The alteration, modification or change in location of said ditch or canal shall be accomplished by the Licensee at such times and in such seasons and in such manner so as not to interrupt or interfere with the flow of irrigation water in said ditch or canal, or with the delivery of irrigation water by the District to any of its landowners.

5. The Licensee agrees to indemnify and keep indemnified the District from all claims of any of its landowners for damages from the impairment of the flow of irrigation water in said ditch or canal which may be caused by said alteration, modification or change in location of said ditch or canal, or any use or condition of any such facilities constructed by the Licensee at any time, or from the impairment of the flow of irrigation water therein from the failure of the Licensee to maintain and keep in repair the said ditch or canal and such facilities or to maintain and keep clean the conduit in said facilities for the full flow of irrigation water through said ditch or canal and the facilities, if any, constructed therein by the Licensee.

6. The District reserves the right, at its option, to remove any impediment to the flow of water through said ditch or canal and any facilities installed therein by the Licensee, and to remove any hazards to person or property which may arise by reason of the alteration, modification or change in location made by the Licensee, at any time, and the Licensee agrees to pay to the District, on demand, the costs which shall be reasonably expended by the District for such purposes. If the Licensee shall fail in any respect to properly maintain and repair such altered, modified or relocated portion of said ditch or canal, then the District, at its option, and

without impairing or in anywise affecting its other rights and remedies hereunder, shall have the right to perform the necessary maintenance and repairs and the Licensee agrees to pay to the District, on demand, the cost or expense which shall be reasonably expended or incurred by the District for such purposes.

7. The Licensee agrees that the work performed and the materials used in altering, modifying or changing the location of said ditch or canal, at all times shall be subject to inspection by the District and by the engineers for the District, and that final acceptance of the construction work shall not be made until all such work and materials shall have been expressly approved by the District.

8. The Licensee agrees that the District shall not be liable for any damages which shall occur to any plants, structures or any other improvements of any kind or nature whatsoever which the Licensee shall place, raise, construct or install on the said easement area of the District, in the reasonable exercise of the rights of the District in the course of performance of maintenance or repair of said ditch or canal. The Licensee further agrees to suspend its use of the said easement area when the use of the easement area is required by the District for maintenance or repair under this or any other paragraph of this agreement.

9. The Licensee acknowledges that its use of its said property hereinbefore described might, either now or at some future time, cause an increase in the amount of surface water or ground water draining or wasting into said ditch or canal or some other ditch or canal of the District. The Licensee understands and agrees that it has no right to drain or waste into said facilities of the District more surface or ground water than drains or wastes from said property of the Licensee in its present state and condition. The Licensee expressly agrees that it shall not cause, suffer or permit any such additional surface or ground water to drain or waste into said facilities of the District unless the Licensee shall have (1) obtained all necessary rights of way or easements for the draining or wasting of such additional water and (2) created the necessary additional carrying capacity in the ditches, pipelines or other facilities through which such additional water is to be carried and (3) complied with all statutes, regulations, ordinances, and other laws regarding the discharge of drainage or waste water into surface streams, whether natural or artificial, and into aquifers or other bodies of ground water and (4) removed all pollutants, contaminants, debris and other foreign material which in any manner have been placed in or mixed with such additional water while on the said property of the Licensee, and in the event of any dispute as to the source of such pollutants, contaminants, debris or other foreign material, the burden shall be upon the Licensee to show that the pollutants, contaminants, debris or foreign material do not come from the Licensee's said property. The Licensee expressly agrees that the District shall be entitled to enforce compliance with the provisions of this paragraph by injunction and that violation of the provisions of this paragraph shall be

sufficient cause for issuance of a preliminary or permanent injunction. The right to such injunctive relief, and any other remedies set forth herein, shall be cumulative of any other remedies available to the District under the laws of the State of Idaho. If the Licensee shall cause, suffer or permit any such additional water to drain or waste into said ditch or canal or into any other facility of the District without having complied with the requirements of this paragraph, the District shall have the right to stop such additional water from draining or wasting into said ditch or canal or any other facility of the District, and the Licensee agrees to reimburse the District on demand for the costs and expenses expended or incurred by the District in stopping such drainage or wasting.

10. Should either party incur costs or attorney fees in connection with efforts to enforce the provisions of this agreement, whether by institution of suit or not, the party rightfully enforcing or rightfully resisting enforcement of the provisions of this agreement, or the prevailing party in case suit is instituted, shall be entitled to reimbursement for its costs and reasonable attorney fees from the other party.

11. The parties hereto understand and agree that the Licensee has no right to in any respect impair the uses and purposes of the irrigation works and system of the District, by this contract, nor to grant any rights in its irrigation works and system incompatible with the uses to which such irrigation works and system are devoted and dedicated and that this contract shall be at all times construed according to such principles.

12. Nothing herein contained shall be construed to impair the easement and right of way of the District in the said ditch or canal and all uses of said ditch or canal and the said altered, modified or changed location of said ditch or canal and the license herein provided therefor shall remain inferior and subservient to the rights of the District to the use of said ditch or canal for the transmission and delivery of irrigation water.

13. In the event of the failure, refusal or neglect of the Licensee to comply with all of the terms and conditions of this contract, then the license of the Licensee under the terms hereof may be terminated by the District, and all structures in or over said ditch or canal, and the right of way therefor, which may impede or restrict the maintenance and operation of such ditch or canal by the District with its equipment for the maintenance of its said ditch or canal may be removed by the District.

14. The Licensee acknowledges that the license herein granted is for his or its benefit, and not for the benefit of the District, and, for that reason, the Licensee agrees to pay any attorney fees or engineering fees charged by the attorney for the District or by the engineers for the District in connection with the preparation of this License Agreement or in connection with

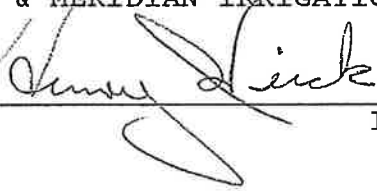
negotiations covering the terms and conditions of this License Agreement.

15. The word "Licensee", if used in the neuter in this agreement, includes the masculine and feminine genders, the singular number includes the plural, and the plural number includes the singular.

The covenants, conditions and agreements herein contained shall constitute covenants to run with, and running with, all of the lands of the Licensee described in said Exhibit A, and shall be binding on each of the parties hereto and on all parties and all persons claiming under them or either of them, and the advantages hereof shall inure to the benefit of each of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the District has hereunto caused its corporate name to be subscribed by its officers first hereunto duly authorized by resolution of its Board of Directors and the Licensee has hereunto subscribed his name, or if a corporation, has hereunto caused its corporate name to be subscribed and its seal to be affixed by its officers first thereunto duly authorized by resolution of its Board of Directors, all as of the day and year herein first above written.

NAMPA & MERIDIAN IRRIGATION DISTRICT

By  Its President

ATTEST:


Its Secretary

DEPARTMENT OF FISH & GAME
OF THE STATE OF IDAHO

By 

ATTEST:

STATE OF IDAHO)
) ss:
County of Canyon)

On this 24th day of September, 1991, before me, the undersigned, a Notary Public in and for said State, personally appeared Henry Weick and Daren R. Coon, known to me to be the President and Secretary, respectively, of NAMPA & MERIDIAN IRRIGATION DISTRICT, the irrigation district that executed the foregoing instrument and acknowledged to me that such irrigation 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.

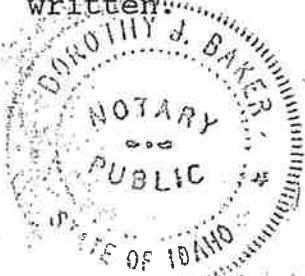


Donna N. Moore
Notary Public for Idaho
Residing at Caldwell, Idaho
My Commission Expires: 11/04/94

STATE OF IDAHO)
) ss:
County of Ada)

On this 30th day of August, 1991, before me, the undersigned, a Notary Public in and for said State, personally appeared Kenneth D. Norrie and Assistant Director and Planning Administrator, known to me to be the ASSISTANT DIRECTOR AND PLANNING ADMINISTRATOR respectively, of DEPARTMENT OF FISH & GAME OF THE STATE OF IDAHO, the corporation that executed the foregoing instrument and acknowledged to me that such corporation 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.



Dorothy J. Baker
Notary Public for Idaho
Residing at Boise, Idaho Emmett Idaho
My Commission Expires: 10/31/1991

EXHIBIT A

Legal Description

NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 3, Township 2 North, Range 2 West, B.M., Canyon
County, Idaho.

EXHIBIT B

There is no Exhibit B attached to this agreement.

EXHIBIT C

Purpose of License

The purpose of this License Agreement is to permit Licensee to:

1. Deposit water into Bray Lateral at a different location in Bray Lateral from the previous location.
2. Cross Bray Lateral with pipes or culverts at three different locations.
3. Place a fence on the District's right of way along Bray Lateral parallel to and west of South Power Line Road.

The site is known as Wilson Springs Pond Development and is generally located northwest of the intersection of South Power Line Road and Locust Lane, Canyon County, Idaho.

EXHIBIT D

Special Conditions

1. Construction shall be accordance with certain plans consisting of one sheet entitled "Wilson Springs Pond Development Project for Idaho Department of Fish & Game, Site Plan", sheet 4 of 14, dated March 1990, prepared by J-U-B Engineers, Inc. Such plans are in the possession of the District's water superintendent at his offices and are hereby incorporated by this reference.

2. Crossings of Bray Lateral by Licensee are as follows:

a. Two 8" pipelines to be placed no less than 4 feet under Bray Lateral to serve Licensee's fire hydrants.

b. Culvert (bridge) crossing over Bray Lateral.

c. Squash pipe (bridge) crossing over Bray Lateral.

3. The fence to be installed by Licensee shall be located as depicted in the plans incorporated by reference in par. 1 above.

4. The District has prior to this agreement entered its right of way along Bray Lateral at a point at or near the intersection of Bray Lateral and South Power Line Road. To accommodate Licensee and its construction and activity in this area, the District agrees to enter Licensee's property at a point at the southeast corner of Licensee's property as the property is depicted in the plans or map referred to in par. 1 above. Licensee hereby grants the District an easement to enter Licensee's property from South Power Line Road at such location shown on said plans or map in the southeast corner thereof with the reference to "12' wide gate." Licensee shall install a 12' gate at such location, which gate shall be subject to the District's control and the

District's lock. Licensee shall construct a 12' roadway north from such point of entry which shall lie immediately west of and parallel to the fence along South Power Line Road referred to above. Such roadway and the right to its use by the District to reach Bray Lateral and for operation and maintenance in connection with irrigation district purposes is and shall constitute a perpetual easement from Licensee to the District for such purposes. As part of such easement, Licensee hereby grants to the District a right to the use of Licensee's property immediately south of Bray Lateral and immediately west of South Power Line Road, referred to and located in said plans or map as "100' Diamr Turnaround," for purposes of turning vehicles around and for other vehicular activity.

5. Licensee shall construct and install a spillway satisfactory to the District at a location in the area of Ponds B and C, as Ponds B and C are shown in said plans or map, to be designated more particularly by the District.

6. The District shall have the right in its sole discretion to require that Licensee install walkways on the upstream sides of the check board guides at the outlet structures of Ponds B and C.

7. Ultimate control of the flow of water into and in Bray Lateral shall be in the District. Licensee shall adhere to the directions of the District in that regard.

8. Licensee's construction and activity on its property as it affects the District entails creation of a system of ponds for use in connection with fish and fishing. This construction and activity affects the District's operation of its irrigation system in the area

of Licensee's described property. The District is not certain that Licensee's implementation of its pond system will permit satisfactory operation of the District's irrigation system. The District therefore reserves the right, should the flow of water in Bray Lateral be disrupted or should the operation and function of its irrigation system otherwise be adversely affected, in the sole judgment of the District, by Licensee's construction and activities on its property or by implementation of the terms of this agreement, to terminate this agreement or any provision thereof after reasonable notice under the circumstances to Licensee.

9. Nothing in this agreement shall affect the terms and conditions of that certain Supplement to License Agreement entered into by the parties hereto dated July 5, 1989.

10. Licensee shall notify the water superintendent of the District prior to and immediately after construction so that he or the District's engineers may inspect and approve construction. If the District's engineers perform such inspection, Licensee shall pay the District's engineers any fee charged in connection therewith.

11. Licensee shall place no structures of any kind above ground on the District's easement area except as referred to in this agreement or exhibits thereto without the prior written consent of the District. The District's easement along this section of Bray Lateral is 55 feet, 30 feet left looking downstream, 25 feet right.

May 24, 2011

RECEIVED

MAY 25 2011

WATER RESOURCES
WESTERN REGION

BY HAND DELIVERY

Jan Shurte
Idaho Department of Water Resources
Western Region
2735 Airport Way
Boise, ID 83705-5082

RE: Water Right No. 63-32695 claimed by Nampa & Meridian Irrigation District
(District); Wells known as the "Patterson Wells."

Dear Jan:

Thank you for meeting with us on April 13, 2011 to discuss your recommended denial of the District's claim for water right no. 63-32695.

You have explained that your denial was based upon your belief that a well drillers report dated June 15, 1970 demonstrates that the Patterson Wells were drilled in 1965, two years after the permitting and licensing requirement of I.C. § 42-229 became effective on July 1, 1963. During our meeting, we discussed that report and provided additional evidence showing that the wells were drilled and in use prior to 1963, and that, in any case, I.C. § 42-228 exempts the Patterson Wells from the permitting and licensing requirement of I.C. § 42-229.

This letter provides a written summary of the information we discussed on April 13th to assist in your reconsideration of your recommendation to deny the District's claim.

1. No Water Right Permit Was Required for the Patterson Wells

NOT THE REASON - Mr. Hosack's failure to obtain a water right permit for the Patterson Wells is not a basis for denying the District's water right claim.

As originally enacted in 1951, I.C. § 42-228 exempted drainage and recovery wells from all of the requirements Ground Water Act. **Exhibit F**, 1951 Session Laws, § 3. I.C. § 42-228 provides:

F

Laura E. Burri
Adam S. Christenson
Jeffrey R. Christenson
David P. Claiborne
S. Bryce Farris
Jon C. Gould
David Hammerquist
Charles L. Honsinger **
James P. Kaufman
Jennifer Reid Mahoney
James G. Reid *
Daniel V. Steenson

The excavation and opening of wells and the withdrawal of water therefrom for the sole purpose of improving or preserving the utility of land by draining them shall not be forbidden or governed by this act, and, likewise, there shall be excepted from the provisions of this act the excavation and opening of wells and withdrawal of water therefrom by canal companies, irrigation districts, and other owners of irrigation works for the sole purpose of recovering ground water resulting from irrigation under such irrigation works for further use on or drainage of lands to which appurtenant; providing that the drilling of such wells shall be subject to the licensing provisions of section, 42-238, Idaho Code.

Section 4 of the 1951 Act (currently I.C. § 42-229) provided that ground water rights could be appropriated either by beneficial use or by the permit and license procedure of the Act. **Exhibit F** F. I.C. § 42-229 was amended in 1963 to require ground water appropriators to comply with the permit and license procedure of the Ground Water Act. **Exhibit H** H. No change has ever been made to I.C. § 42-228 or any other portion of the Ground Water Act that would require drillers of drainage and recovery wells to comply with I.C. § 42-229 and the permit and license requirements of the Ground Water Act.

All of the evidence discussed in this letter (the NMID Board minutes, the 1964 Deed, and the Well Driller's Reports) confirms that the Patterson wells were drilled and have been used for drainage and recovery of water for use by NMID landowners.

2. Facts

The Patterson Wells are located in Nampa, Idaho, in the NWNW of section 11, T2N, R. 2W, B.M., on the south side of Locust Lane, east of the intersection of Locust Lane and South Powerline Road. The Nampa Fish Hatchery, owned by the Idaho Department of Fish and Game (IDFG), is located on the north side of Locust Lane, in the SWSW of Section 2, T2N, R. 2W, B.M. See

Exhibit A.

a. Early Well Development on the Hosack Property

The property where the Patterson Wells are located was owned by Allen E. Hosack and Charlotte M. Hosack from May 2, 1961 until July 13, 1972, (sold after Mr. Hosack passed away).

See **Exhibit B.** The land is part of NMID for irrigation water delivery and drainage purposes. Several NMID water delivery and drainage facilities cross or are located nearby these properties, including the Bray Lateral, the Partridge Lateral, the Ridenbaugh Canal, and the Wilson Drain.

The Hosacks' land was water-logged by seepage from NMID's nearby canals. Apparently, the Wilson Drain did not provide adequate drainage. Mr. Hosack was a well driller. A well drillers report prepared by Mr. Hosack in 1970 indicates that he began drilling drainage wells on the property as early as 1955 before he owned it. **Exhibit E.** Minutes of the June 6, 1962 meeting of NMID's

Well driller

E

board of directors (**Exhibit C**) indicate that Mr. Hosack and NMID had been working together for some time prior to the meeting to drill and maintain drainage wells on Mr. Hosack's property:

Allen Hosack requested the Board to do further drainage work on his property located on South Power Line Road south of Nampa. He stated that some of **the wells** need attention and that he would pay the cost of drilling **more wells** if the District would pay for the necessary material and fuel. The Board promised to meet with him at a later time and look it over.

Drainage from the wells discharged into NMID's drainage system through the Bray Lateral and/or the Wilson Drain, where it became available for use by NMID land owners. This June 6, 1962 reference to drainage wells on the Hosack property is the basis for the priority date claimed by NMID for Water Right No. 63-32695.

Minutes of the July 2, 1963 meeting of the NMID board of directors (**Exhibit C**) show that Mr. Hosack again discussed existing and proposed drainage wells on the Hosack property:

Mr. A.E. Hosack asked the District to pay one half the cost of about **a half dozen more wells** in his property in NW1/4 Section 11, Township 2 North Range 1 West. Mr. Barker suggested that, if the whole Board is willing, the District reimburse him for half the cost of **one more well** or \$250.00 on one well, whichever amount is the smaller. — **the size of the well to be 16" the same as the one just drilled.** Mr. Wymer expressed his doubt that wells are the answer and **Mr. Patterson** suggested that the District agree to one more well but no more unless good result is experienced.

Mr. Wymer moved that the District pay Mr. Hosack \$250.00 as its share of the cost of drilling **another 16" inch well** and that if that does no good the District will do nothing further toward drainage in the NW1/4 NW1/4 Section 11 Township 2 North Range 1 West. Mr. Patterson seconded this motion and it was passed unanimously.

These minutes confirm that, prior to July 2, 1963, Mr. Hosack and NMID had developed and used several drainage wells on the Hosack property, one of which was a 16" well. As of July 2, 1963, the wells were not adequately draining the property for Mr. Hosack's purposes, and they agreed to drill another 16" well.

b. 1964 Deed Conveying the Patterson Wells to NMID

By a Deed dated September 21, 1964, the Hosacks conveyed to the District the Patterson Wells, a parcel of land where the wells are located, and the right to use the water produced by the wells. **Exhibit D.** The Deed also ensured that the Hosacks and their successors would not drill additional

wells that would diminish the flow of water from the Patterson Wells:

[The Hosacks] grant, bargain, sell, convey and confirm unto the [District] all of the following described real estate . . .

Together with the two artesian wells situate thereon and the water therefrom and the right to the use thereof.

The [Hosacks] covenant and agree not to construct or permit the flow nor extraction of water from, any well in the northwest quarter of the northwest quarter of Section 11, Township 2 North, Range 2 West, Boise Meridian, outside the area hereinbefore conveyed, which shall reduce the flow from either of the two wells on the area hereinbefore conveyed, and this covenant shall be a covenant running with all said described premises and shall bind the [Hosacks] and their successors in interest and shall inure to the benefit of the [District] and its successors in interest.

The Deed was recorded in Canyon County. The Deed is conclusive evidence that the Patterson Wells in use before September 21, 1964. The above-quoted provision to protect the flow of water from the wells also demonstrates the District's reliance upon the wells for water supply in addition to drainage.

c. Hosack's 1970 Well Driller's Reports

In June of 1970, Mr. Hosack prepared and filed with IDWR three well driller's reports for wells he drilled many years earlier on the Hosacks' property in the NWNW of Section 11. **Exhibit E.** Together the reports indicate the drilling of 3 or 4 wells in the NWNW of Section 11. 

The reports appear to have been signed on two or three different dates (June, 1970, June 15, 1970, and June 19, 1970). Mr. Hosack identified his well driller's number as 27 in two of the reports and as 520A in one of the reports.¹ It is difficult from the copies we have to decipher the dates the reports were received by the Reclamation Department.

Each report is on an IDWR form which states that: "State law requires that this report be filed with the State Reclamation Engineer within 30 days after completion or abandonment of the well." Obviously, the filing of the reports in 1970 could not have complied with the 30 day requirement. The reports do not explain why Mr. Hosack chose to file the reports years after the drilling occurred.

¹ Lee Sisco, an NMID Director and former Water District 63 Watermaster, knew Mr. Hosack and recalls that he may have had two drilling rigs, one that may have been operated by his son, and that this may be the reason for the two well driller's numbers.

In judging the accuracy of the statements in the well driller's reports, it must be kept in mind that Mr. Hosack was describing drilling that, according to the reports, occurred either 5 or 15 years before the reports were prepared in 1970. Also, Mr. Hosack was near the end of his life, as indicated by the fact that the Hosack property was conveyed by Mr. Hosack's estate July 3, 1972.

i. IDWR Request for Reports & Modification of the Ground Water Act

It appears that Mr. Hosack was not aware of the reporting requirement when he drilled the wells. Like many other well drillers, during the 1960s and 1970s he was encouraged by IDWR to file reports for all previously drilled wells in response to changes to the Ground Water Act.

Norm Young and Lee Sisco suggested this possibility to us. Mr. Sisco, a current NMID Board member and former Water District 63 Watermaster who knew Mr. Hosack, worked at IDWR while he was in college during the late 1960s. Mr. Sisco recalls that, in response to IDWR's request that well drillers turn in logs for all wells they had drilled, IDWR received several hundred reports. Mr. Sisco reviewed the reports filed by Mr. Hosack and recalls that they are the same form he reviewed in the late 1960s. It appears that IDWR's request was made as a result of changes to the Ground Water Act.

Lee Sisco advised us that Mr. Hosack drilled many wells in southern Idaho, and that he specialized in large irrigation wells. His well drilling work may have started before the 1951 Ground Water Act, through which the State began regulating ground water use and well drilling. As previously mentioned, the 1951 Act exempted drainage and recovery wells from all of the requirements Ground Water Act. **Exhibit F**, 1951 Session Laws, § 3. Section 13 of the 1951 Act (currently I.C. § 42-238(11)) required well drillers to keep logs and to submit them to the Reclamation Engineer (IDWR) within 30 days after completion. *Id.* That section was amended in 1953 to add drainage and recovery wells to the reporting requirement. **Exhibit G**, 1953 Session Laws, § 22. No cross reference to the reporting requirement has ever been included in I.C. § 42-228. Perhaps because of these changes, Mr. Hosack was not aware of the reporting requirement when he drilled the drainage wells on his property during the 1950s and early 1960s.

In 1967 I.C. § 42-238 was repealed and reenacted to require well drillers to obtain licenses from the Reclamation Engineer (IDWR). **Exhibit I**. Section 22 of the 1953 Act was incorporated into the new I.C. § 42-238 as subsection 3 under the heading "Well Driller's Report." The reference that had previously made the reporting requirement applicable to domestic wells and drainage and recovery wells was erroneously changed from "including wells excepted under Sections 42-227 and 42-228," to "including wells excepted under Sections 42-201 and 42-202 of this title. Thus, as of July 1, 1967, the reporting requirement no longer applied to drainage and recovery wells.

In 1970, the legislature corrected the error of the 1967 legislation by changing the reference in I.C. § 42-238 from 42-201 and 42-202 back to 42-227 and 42-228. **Exhibit J**. As a result, the reporting requirement of I.C. § 42-238 again applied to drainage and recovery wells. The legislature

also included in I.C. § 42-228 the provision that drilling drainage and recovery wells "shall be subject to the licensing provision of section 42-238, Idaho Code." This is the only time the I.C. § 42-228 was modified to indicate that drainage and recovery wells are subject to any of the Ground Water Act's requirements. The legislation included an emergency clause, which made it effective as of March 13, 1970.

The anecdotal history from Norm Young and Lee Sisco, as well as the legislative history of I.C. §§ 42-228 and 42-238 suggest that: (1) Mr. Hosack did not know that the reporting requirement applied to drainage and recovery wells when he drilled them; (2) there was no obligation to report the drilling between 1967 and 1970, and (3) Mr. Hosack filed the three reports in 1970 in response to IDWR's request that well drillers file such reports after legislative changes that required reporting and licensed drilling of drainage and recovery wells.

E ii. June 15, 1970 Report: Two 16 Inch Wells

Mr. Hosack signed one of the three reports for wells in the NWNW of Section 11 on June 15, 1970. **Exhibit E**. You recommended denial of the District's claim for water right no. 63-32695 based on your belief that this report shows that the Patterson Wells were not drilled until 1965. As we discussed on April 13th, this report does not itself establish the date the Patterson Wells were drilled or put in use.

The description of the wells in this report is generally consistent with the Patterson Wells and the other information we have discussed. In section 1 of the report, Mr. Hosack identified NMID as the owner of the wells. This is consistent the Hosacks conveyance of ownership of the wells to NMID in September of 1964. Like the 1964 deed, in section 7 of the report Mr. Hosack described the wells as artesian. Consistent with the discussions between Mr. Hosack and the NMID board in 1962 and 1963, in sections 3 and 9 Mr. Hosack identified drainage as the purpose of the wells, and in section 6 he explained that water from the wells flows into NMID's Bray Lateral.

In sections 5 and 9 of the report he described two 16" wells, 99 feet deep and producing a total of 9,100 gpm or 20.3 cfs. This quantity is generally consistent with 1973 License Agreement between NMID and the Andersons (predecessors in interest to IDFG), which states that NMID receives 24 cfs from the Patterson Wells and other sources **Exhibit K**, p. 6. *K*

In section 10, Mr. Hosack identified the date the work started as "June 15" without identifying the year. June 15th is also the date in 1970 that Mr. Hosack signed the Report. The report identifies the finish date as 1965 with no month or date.

On its face, this report does not provide reliable evidence of when the Patterson Wells were drilled. The drilling dates are incomplete and correspond with the date the report was signed ("June 15"). The time that had elapsed between the drilling of the wells and the preparation of the report and Mr. Hosack's age at the time it was prepared raise additional doubt about the accuracy of the

indicated drilling date. Since no water right permit application was required for the Patterson Wells, Mr. Hosack did not have such records to help him confirm the date of drilling. The reason and context of the report are also significant. Like other drillers, Mr. Hosack was likely responding to an IDWR request to document all wells he had drilled. The existence, location and specifications for the well would have been the most significant information, rather than the precise date of drilling.

Most importantly, the indication in the report that the drilling of the wells was completed in 1965 cannot be reconciled with Mr. Hosack's 1964 deed conveying the wells to NMID or the NMID minutes discussing the existing Hosack wells in 1962 and 1963.

For these reasons, the June 15, 1970 report cannot be used to not establish the date the Patterson Wells were drilled.

iii. June 19, 1970: One 16 Inch Well

Four days later, on June 19, 1970, Mr. Hosack signed another report for a well constructed within the NWNW of Section 11. In this report, Mr. Hosack identified himself as the owner.

In sections 5 and 7, Mr. Hosack showed the well to be 260 feet, much deeper than the Patterson Wells, flowing 2,500 gpm. In section 6 Mr. Hosack showed the location of the well to be in virtually the same location as the Patterson Wells. In sections 2 and 9, Mr. Hosack described drainage as the purpose of this well, and explained that the water flowed to a drain ditch dug by himself. There is no reference to NMID, however, it is likely that water was delivered to NMID's drainage system to convey the water away from the area.

In section 10, Mr. Hosack identified the work start date as June 6, 1955, and the finish date as July 2, 1955. The 1955 dates are curious, because Mr. Hosack did not acquire the property where the wells were located until 1961. See **Exhibit B**. If the dates are incorrect, Mr. Hosack constructed the well and the drain ditch for the prior owner. The construction of a well in the NWNW of Section 11 is consistent with Mr. Hosack's discussion with the NMID Board on June 6, 1962, during which Mr. Hosack "requested the NMID Board to do further drainage work on his property," and explained "that some of the wells need attention." See **Exhibit C**.

It is difficult to draw conclusions regarding the Patterson Wells from this report. This report may or may not relate to either of the Patterson Wells, and it may or may not accurately indicate the drilling of a well in that location in 1955. It is consistent with drilling of multiple drainage wells on the Hosack property at the times Mr. Hosack discussed such wells with NMID in 1962 and 1963.

iv. June, 1970: One 12 Inch Well

The third report Mr. Hosack prepared for a well constructed within the NWNW of Section 11 was signed "June, 1970."

Jan Shurte
May 24, 2011
page 8

Sections 5 and 7 of this report describe a 12" well, 255 feet deep and flowing 2,000 gpm. Like the June 19, 1970 report, sections 2 and 9 of this report describe the purpose as drainage to a drain ditch dug by Mr. Hosack.

In section 10, Mr. Hosack reported that the work started "June 16 65" and finished "July 2, 1965." The start and finish months and dates are the same as those Mr. Hosack reported in the June 19, 1970 report, but ten years later.

Either individually or collectively, these three Well Driller's Reports do not provide reliable evidence of dates of construction of the Patterson Wells. The most reasonable interpretation of these reports is that, after receiving IDWR's request to file reports and learning of the legislature's 1970 amendment of the Ground Water Act to clearly require reporting and licensed drilling of drainage and recovery wells, Mr. Hosack prepared the reports to document the drilling of the wells several years earlier. In 1970, his recollection of the dates of construction was not clear or accurate, or essential to his purpose of documenting the construction of the wells.

The evidence we have provided shows that the 1965 reference in the June 15, 1970 report does not accurately reflect the date of construction. The Patterson Wells had been constructed and in use by the time Hosack conveyed them to the NMID in 1964. The NMID Board minutes show that, by 1962, Hosack, and possibly his predecessor in interest, had been working together for some time with NMID to drain the Hosack property through the use of wells. The 1970 Well Driller's reports verify that numerous drainage wells were constructed in an effort to reclaim the land. The water produced by those wells was drained through NMID's drainage system, and used by NMID landowners.

Please contact me if you have any questions regarding the information in this letter. I know you will be investigating further the quantity and additional points of diversion claimed by NMID. Please let me know when you want to visit the additional artesian wells with NMID's Water Superintendent, John Anderson.

In the meantime, I will contact David Stanish to discuss resolution of the NMID and IDFG claims and, hopefully, we will have an agreed-upon approach to present to the Special Master at the July 12th scheduling conference.

Yours very truly,

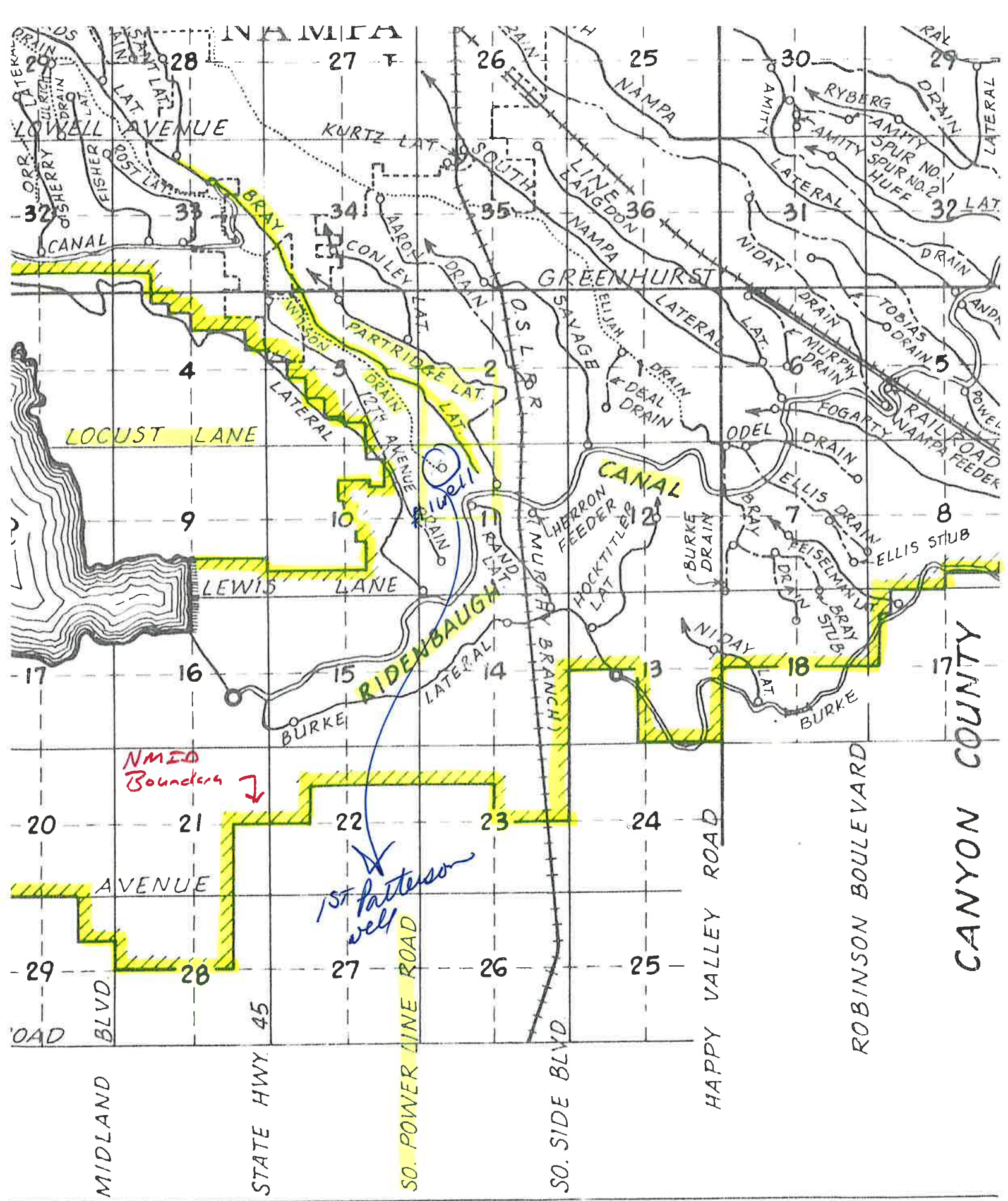


Daniel V. Steenson

Enclosures

cc: NMID
Andrea Courtney
David Stanish

EXHIBIT A



FOR LOCATION
OF WELLS

PROPOSED FISH FARM

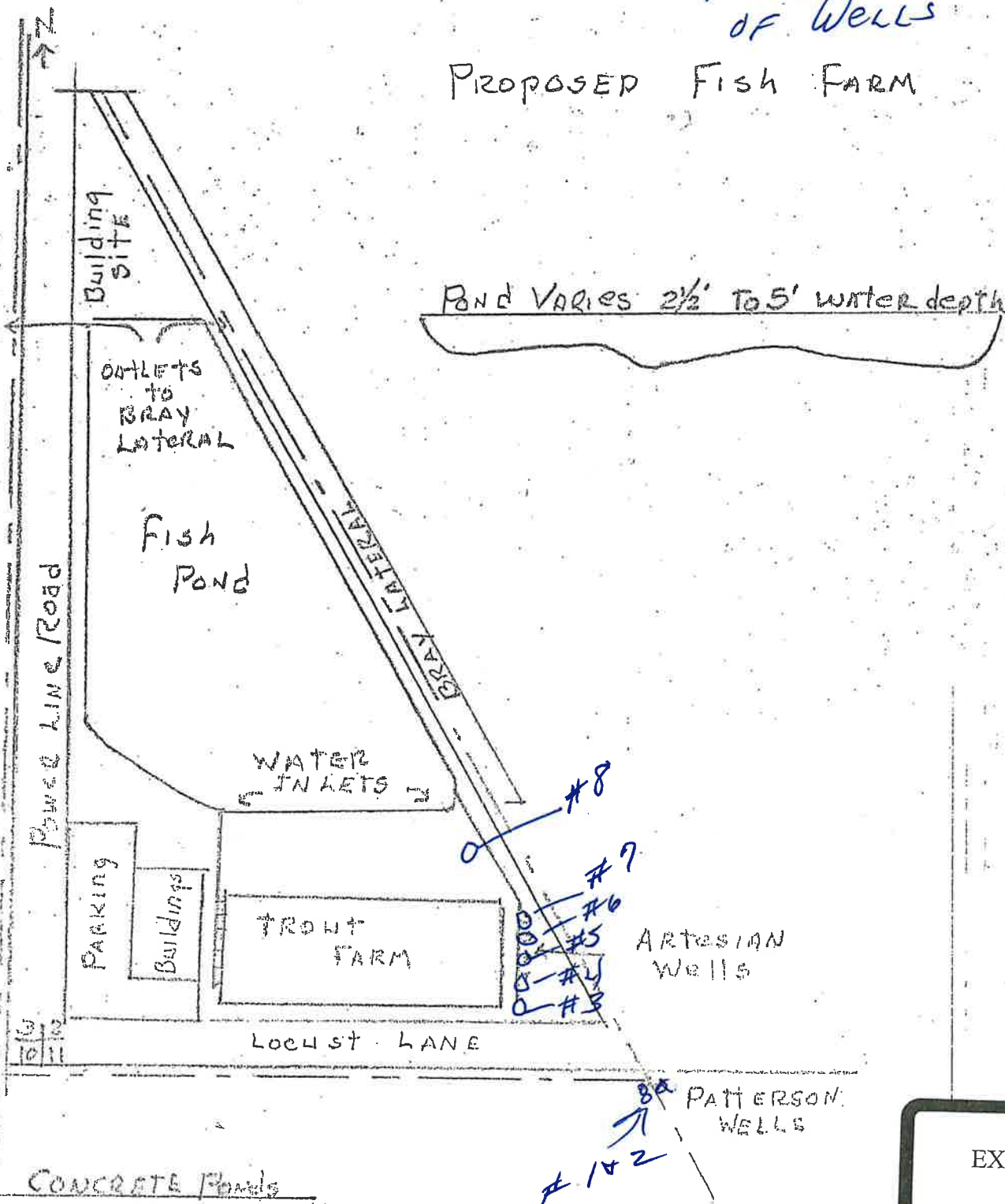


EXHIBIT A

CONCRETE Ponds

- 10- 3' x 60' x 3 1/2'
- 4 18' x 120' x 4'
- 8- 18' x 185' x 4'

WATER REQUIREMENTS

App 800' Nampa Meridian
400' to 1200' from new wells

RAINBOW FARMS, INC.

Byron V. Anderson
13.15 ACRES IN Sec 2
T2N. R2W. B.M.
11/27/73
P.O. Box 277
Nampa, Idaho

EXHIBIT A

EXHIBIT B

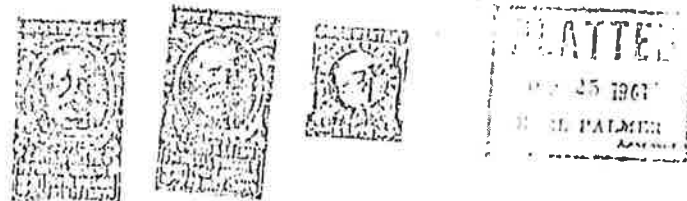
the part of the first part and ALLEN E. HOSACK and CHARLOTTE M. HOSACK,
husband and wife

County of Canyon, State of Idaho, the part 1st of the second part, SIX THOUSAND AND FIVE HUNDRED & NO/100 Dollars lawful money of the United States of America to him in hand paid by the part 1st of the second part, the receipt whereof is hereby acknowledged, has granted, bargained, sold, and by these presents, do's. Grant, bargain, sell and convey and confirm unto the said parties of the second part, and to their heirs and assigns, forever, all the following described real estate, situated in the State of Idaho, to-wit: _____, County of Canyon.

All of the NW¹ of the NW¹ of Section 11, Township 2 North, Range 2 West of the Boise Meridian, in Canyon County, State of Idaho.

Together with all appurtenant water, ditch and easement rights,
and subject to existing rights of way for roads, ditches and canals
along or upon said property.

The party of the first part does hereby covenant and warrant that during all times of ownership he has been, and now is, a single and unmarried man.



TOGETHER with all and singular the tenements, hereditaments and appurtenances therunto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, and rents, issues and profits thereof; and all estate, right, title and interest in and to the said property, as well in law as in equity of the said part — of the first part.

TO HAVE AND TO HOLD, all and singular the above mentioned and described premises together with the appurtenances unto the part 1/3 of the second part, and to their heirs and assigns forever. And the said part 2/3 of the first part, and his heirs, the said premises in the quiet and peaceable possession of the said part 1/3 of the second part, their heirs and assigns, against the said part 2/3 of the first part, and his heirs, and against all and every person and persons whomsoever, lawfully claiming or to claim the same shall and will warrant and by these presents forever defend.

IN WITNESS WHEREOF, the said part
and seal the day and year first above written.

Executed and Delivered in the Presence of

..[SEAL]

[SFL]

..[SEAL]

[SEAL]

EXHIBIT B

WARRANTY DEED

Form No. 100

TO
JAMES T. WATERS

of
Canyon

Dated
May 19 1961

STATE OF IDAHO

County of Canyon
I hereby certify this instrument
was filed for record at request of
JAMES T. WATERS, a single man
at _____ minutes past _____
o'clock of P.M., this _____ day of
May, 1961, in my
office, and duly entered in Book _____
at page _____

By _____
Notary Public for the State of Idaho.
Fees \$ _____
Mail to _____

51



STATE OF IDAHO, }
County of Canyon } ss.
On this 2nd day of May, 1961, before me
the undersigned _____
JAMES T. WATERS, a single man
known to me to be the person whose name is subscribed to the within instrument, and acknowledged
to me that he executed the same.
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal
the day and year in this certificate first above written.

Notary Public for the State of Idaho.
Residing at _____, Idaho.

WARRANTY DEED

For Value Received CLARENCE D. HARRIS, As Trustee of the Testamentary Trust created by the Last Will and Testament of Allen E. Hosack, deceased, of Rolling Hills, Los Angeles County, State of California,

the grantor, does hereby grant, bargain, sell and convey unto KENNETH D. PFEIFER and KRISTA L. PFEIFER, husband and wife, of ~~BOXX2XXXXXX~~ Canyon County, State of Idaho, 1625 Locust Lane, Nampa ID 83686

the grantees, the following described premises, situated in Canyon County, State of Idaho, to-wit:

The Northwest Quarter of the Northwest Quarter of Section 11, Township 2 North, Range 2 West of the Boise Meridian, Canyon County, Idaho, EXCEPTING THEREFROM:

A part of Section 11, Township 2 North, Range 2 West of the Boise Meridian, more particularly described as follows: COMMENCING At the Northwest corner of Section 11, Township 2 North, Range 2 West of the Boise Meridian; thence North 89° 57' East 749.7 feet along the North line of the said Section 11, to a point in the centerline of the pavement, the INITIAL POINT; thence continuing North 89° 57' East 49.7 feet to the centerline of the Bray Pick Up Lateral; thence continuing North 89° 57' East 49.7 feet, to a point; thence South 36° 24' East 70.6 feet parallel to and 40 feet from the centerline of the said Lateral to a point; thence South 53° 36' West 40 feet to a point in the centerline of the said Lateral; thence continuing South 53° 36' West 40 feet to a point; thence North 36° 24' West 129.4 feet, parallel to and 40 feet from the centerline of the said Lateral, to the INITIAL POINT; together with two artesian wells situate thereon and the water therefrom, and the right to the use thereof.

Together with all water and ditch rights and rights of way for water and ditches.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, their heirs and assigns forever. And the said Grantor do hereby covenant to and with the said Grantee, that he is the owner in fee simple of said premises; that said premises are free from all incumbrances

and that he will warrant and defend the same from all lawful claims whatsoever. Dated: July 13, 1972.

Clarence D. Harris

STATE OF IDAHO, COUNTY OF CANYON
On this 13th day of July, 1972
before me, a notary public in and for said State, personally appeared
CLARENCE D. HARRIS,

known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.
Clarence D. Harris
Notary Public, Idaho
Residing at Caldwell

STATE OF IDAHO, COUNTY OF
I hereby certify that this instrument was filed for record

REQUESTED BY
KENNETH D. PFEIFER - NAMPA
HED, KERR
CANYON COUNTY RECORDER
E. J. Kerr

RECORDED

'92 JUL 1 PM 4 33

9214756

EXHIBIT C

REGULAR MEETING

6 June 1962

The meeting was called to order at 10:11 a. m. in the office of the Board by President Wm. Wymer.

Present were: Mr. Wymer, Dan Barker, Sr., Ray Patterson, Directors; Oren Evans, Superintendent and Joseph C. Voight, Secretary of the Board.

Visitors were: Francis O'Hare of Great Falls, Montana; Robert Underkofler of Boise; Vernon Turner of Boise; Kenneth Jackson of Boise and Allen Hosack of Nampa. *see page 73*

The minutes of the previous meeting were read and were approved as read.

Claims, payable from the Ridenbaugh Maintenance Fund, for materials and supplies were read as follows:

Payable to	Service	Amount
Ada County Recorder	38 Redemption Dertificates	
	1 Tax Deed # 80-3	\$ 11.00
American Linen Supply Co	Linen Service - May	7.85
Barker, Dan Sr.	5 Additional Days	50.00
	Additional Mileage	2.50
Business Men's Assurance Co	June Premium	265.21
Campbell Tractor & Imp Co	Repairs for Mossing Disk	79.38
Canyon County Recorder	24 Redemption Certificates	6.00
Credit Bureau of Boise	Reporter Service	5.25
Gibbs Industrial Hardware	Repairs for Backhoes	2.56
Gibson-Welker Ford Sales	Repair Windshield Wipers '60 Ford	5.35
Goodman Oil Company	Service Trucks	7.90
Guffey, John D.	Telephone Adjustment - May	9.68
Hazzy's	Office Supplies - Type Erase Paper	7.80
Hudelson, Ford	Service & Parts '60 Ford	63.14
Idaho Blueprint Supply Co	Ada County Plats	19.76
Idaho Concrete Pipe Company	Tile	147.00
Idaho First National Bank	Federal Withholding - May	945.30
Idaho Hardware & Plumbing Co	Padlocks; Weed Hooks; Handles	131.86
Idaho Power Company	Electricity - Office	23.40
Idaho Power Company	Electricity - Warehouse	1.00
Idaho Power Company	Electricity - Burke Pump	68.71
Intermountain Gas Company	Gas to 17 May	32.86
Kalbus Office Supply	Office Supplies	20.21
Lubrication Engineers, Inc.	Grease	115.10
Mountain States T & T Co	888-2585	12.10
Mountain States T & T Co	385-7225; 385-7226	116.00
Nampa Lumber & Coal Co	Lumber	87.53

EXHIBIT C

reference to Mr. Anderson for working out contractual arrangements.

* Allen Hosack requested the Board to do further drainage work on his property located on South Power Line Road south of Nampa. He stated that some of the wells need attention and that he would pay the cost of drilling more wells if the District would pay for the necessary material and fuel. The Board promised to meet with him at a later time and look it over.

At 12:15 p. m. the meeting was recessed for lunch. It was called to order again at 1:10 p. m.

A letter from Eugene H. Anderson pertaining to Lucky Peak Reservoir water filings was read and was ordered filed. Mr. Wymer stated that he had authorized Mr. Anderson to look into the matter fully.

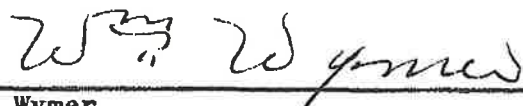
It was reported that the First Security Bank of Idaho - Nampa Branch has placed securities in the amount of \$250,000.00 to cover deposits of the District up to that amount.

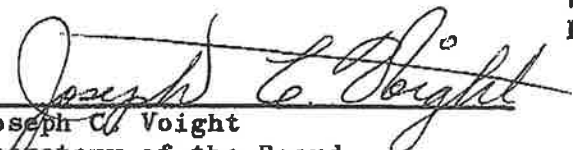
Mr. Evans reported that the larger caterpillar needed repair and he was making arrangements to have it done.

The Secretary reported that \$431.25 had been spent for gopher bounty during May 1962 and that in the same month of 1961, \$798.75 was spent.

The Secretary also reported that the entire cost of the New York Canal Rehabilitation Contract is being readied for charging to the individual accounts of the District. He explained that based on 39,389.57 project acres on the District's assessment roll and 1,122.13 project acres on the Nampa City Municipal roll, this charge would amount to \$13.40106685 to develop the total cost of \$542,900.

At 1:20 p. m. Mr. Barker moved for adjournment. A second was made by Mr. Patterson and it was so ordered by President Wymer.


Wm Wymer
President of the Board


Joseph C. Voight
Secretary of the Board

REGULAR MEETING

4th September 1962

The meeting was called to order at 10:05 a.m. in the office of the Board by President Wm. Wymer.

Present were: Directors - Mr. Wymer, Dan Barker, Sr. and Ray Patterson

Officers - Oren Evans, Manager
Joseph C. Voight, Secretary of the Board

Visitors: H. A. Showalter of Boise
Allen Hosack of Nampa *see pages 97 & 98*

The minutes of the previous meeting were read and were approved as read.

Claims, payable from the Ridenbaugh Maintenance Fund, for materials, supplies and other services were read as follows:

Payable to	Explanation	Amount
Ada County Recorder	178 Redemption Certificates	\$ 44.50
American Linen Supply	Linen Service	7.85
Canyon County Recorder	57 Redemption Certificates	
	1 Tax Deed	15.75
Barker, Dan Sr.	7 Additional Days	70.00
	Additional Mileage	5.00
Business Men's Assurance Co	September Premium	265.21
Credit Bureau of Boise	Reporter Service	5.25
Firestone Stores	Service & Recap Tires	68.00
General Electric Supply Co	Grease for Drainage Pumps	4.95
Goodman Oil Company	Grease International Truck	3.75
Guffey, John D.	Telephone Adjustment - August	9.68
Burke Hudelson-Ford	Service 1960 Ford	15.99
Idaho Blueprint & Supply Co	Plat	1.92
Idaho First National Bank	Federal Withholding Taxes	1,205.10
Idaho Industrial Supply Co	Wheels - Tax Roll File	217.80
Idaho Power Company	Electricity - Office	21.84
Idaho Power Company	Electricity - Burke Pump	89.17
Idaho Power Company	Electricity - Ellis Pump	183.93
Intermountain Gas Co	Gas Service to Sug	2.27
Kalbus Office Supply	Office Supplies	7.65
Mountain States T & T Co	888-2585	12.10
Mountain States T & T Co	466-7861; 466-7862	84.55
O. K. Rubber Welders	Tire	26.68
Patterson, Ray	2 Additional Days	20.00
Prudential Insurance Co	September Premium	44.66
Ramsey's Gara ge	Repair to Backhoe #2	108.68
R & V Oil Company	Oil	23.00

Salt Lake Hardware Co.	Pipe Wrench & Coupling, Oil Can	56.05
Strang Sand & Gravel, Inc.	Road Mix	12.50
Treasurer of District	District Cash Expense	230.20
Western Equipment Co	Brackets, Oil Filters, Pipe	50.56
Wymer, Wm	6 Additional Days	60.00
	Additional Mileage	3.50
Wood Co	Repairs - Mason Creek Pump	36.90
		<u>\$ 3,014.99</u>

The Pay Roll for the period of August 16-31, 1962 was read and the totals were:

Gross Earnings - - - - - \$5,607.63
Mileage - - - - - 533.09

Gross Roll - - - - - \$6,140.72

Deductions:

Federal Withholding Tax - - - - - 555.00
Idaho Withholding Tax - - - - - 83.25
FICA - - - - - 174.30
Insurance - - - - - 186.35

Net Pay Roll - - - - - 5,141.82

Total payable from the Ridenbaugh Maintenance Fund for
Claims and Pay Roll - - - - - \$ 8,156.81

Mr. Patterson moved that the claims and pay roll be allowed. Mr. Barker seconded his motion and thus the President and Secretary drew Ridenbaugh Maintenance Fund warrants numbered 23130 thru 23203.

Mr. H. A. Showalter appeared before the Board to protest paying the complete amount due on assessment number 125-20 which is presently being advertised for tax deed. The Secretary explained that the lot concerned had been segregated from the rest of Mr. Showalter's ownership because of a typographical on the reporter service received from the Credit Bureau of Boise. Thus the Board determined that additional amounts now due were not justified. Mr. Barker moved that Mr. Showalter be allowed to pay the amount of the assessment number which would have been assessed against the lot if it were not segregated, which amount would be \$1.77 for 1959, \$1.92 for 1960 and \$1.98 for 1961 and that all remaining assessments and fees be cancelled. Mr. Patterson seconded this motion and it was thus ordered.

Mr. Allen Hossack requested additional drainage on his property. Mr. Barker suggested that Oren check it over and give his opinions to the Board. Mr. Patterson questioned if anything could be accomplished. It was decided that Mr. Evans would meet with Mr. Patterson and

that they would look it over.

A letter from James L. Pline in which he protested payment of delinquent irrigation taxes of 1959 because he had not known of the requirement for irrigation taxes was read. The Board ordered this matter to be referred to Eugene H. Anderson.

Copy of a letter from Eugene H. Anderson to Lawyer A. L. Lyons in which Mr. Anderson stated that the terms of an agreement which Mr. Lyons had submitted on behalf of one of the Albertson corporations were unsatisfactory to the district, were read.

At 11:42 a. m. the meeting recessed for lunch and was resumed at 12:58 p. m.

It was moved by Mr. Patterson that a tax deed and the necessary lien clearances be approved to clear the deed and liens still showing for property described as lots 2, 5, and 7 Block 8 of Nampa Park Addition. Purpose of this clearance is to replace clearance by Tax Title Deed which was issued at page 2188 book-12 of the Minutes of the Board for May 5th, 1942 and which Tax Title Deed is now lost. The deed is to again be made to Vincent J. Domogolla and the Secretary is authorized to make the deed upon the payment of \$15.00 by the interested party or parties. Mr. Barker seconded Mr. Patterson's motion and thus the motion was passed.

The following reports of the August operation was given by the Secretary:

Allocation of Ridenbaugh Maintenance Fund Expenditures:

Total	Assessment Expense	District Drainage	U. S. Maintenance	Ridenbaugh Maintenance	Joint Maintenance
Diversion Works					
466.45				466.45	
Joint System Maintenance					
12,233.98					12,233.98
District Drainage Maintenance					
2,121.22		2,121.22			
Government Drainage Maintenance					
13.60			7.11	6.49	
Electric Power Pumping					
324.31		297.87			26.44
Directors Per Diem					
180.00		82.74		17.42	79.84
Directors Mileage, Elections, Etc.					
65.54		30.90		6.52	28.12
Office Expense					
1,857.59	1,128.26	55.98			673.35
Building Maintenance and Utilities					
295.98	72.30	19.88		18.83	184.97

REGULAR MEETING

2 July 1963

The meeting was called to order at 10:05 a. m. in the office of the Board by President Dan Barker, Sr.

Present were: Mr. Barker and Wm Wymer, Directors; Oren Evans, Water Superintendent and Joseph C. Voight, Secretary-Treasurer.
Mr. Patterson arrived at 10:40 a. m.

Visitors: W. R. Brown and A. E. Hossack *see page 226*

The minutes of the previous regular meeting and the special meeting held 24 June 1963 were read and were approved as read.

Claims, payable from the Ridenbaugh Maintenance Fund, were read as follows:

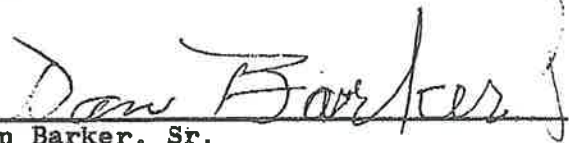
Payable to	Service	Amount
Ada County Recorder	18 Redemption Certificates	
	1 Tax Deed	\$ 6.00
Barker, Dan Sr.	8 Additional Days & Mileage	84.50
Businessmen's Assurance Co	July Premium - Policy No 22341	282.35
Campbell Tractor Company	Repairs for Mossing Disks 8	66.16
Canyon County Recorder	13 Redemption Certificates	3.25
Davis Well Drilling	Perry Kasel Well #3 (1/2 Cost)	162.25
Davis Well Drilling	Perry Kasel Well #4 (1/2 Cost)	209.00
Duro-Test Corporation	4 Power Twist Light Tubes	18.10
Firestone Stores	Repair Flats	9.70
First Security Bank	Safety Deposit Box Rent	4.40
Frankel Carbon & Ribbon Co	Special Carbon for Lein Books	15.00
Gibbs Industrial Hardware	Repairs for Mossing Chains	7.28
Guffey, John D.	Telephone Adjustment	9.68
Hall's Sport Store	Door Closer	32.32
Hudelson, Ford, Burke	Service	13.98
Idaho First National Bank	Federal Withholding - 2nd 1/4	1,012.20
Idaho Power Company	Power - Burke Pump	90.14
Idaho Power Company	Electricity - Warehouse	2.00
Intermountain Gas Co	Service to 19 June	16.20
Johnson Electric	Install 230 Volt Outlet	19.42
Kalbus Office Supply	Supplies	35.40
Mountain States T & T Co	466-7861	84.75
Nampa Auto Parts	Parts	7.08
Nampa Lumber Company	Check Boards	32.76
Nampa Sanitary Service	June Trash Service	6.00
Nordling Parts Company	Supplies for Shop	22.14
Patterson, Ray	Additional Days	10.00
Prudential Insurance Co	July Premium	48.72
Ramsey's Garage	Repairs to Trucks	83.33
R & V Oil Company, Inc.	Oil For Drainage Pumps	11.70

* Mr. A. E. Hosack asked the District to pay one half the cost of about a half dozen more wells in his property in NW¼ Section 11 Township 2 North Range 1 West. Mr. Barker suggested that, if the whole Board is willing, the District reimburse him for half the cost of one more well or \$250.00 on one well, whichever amount amount is the smaller. — the size of the well to be 16" the same as the one just drilled. Mr. Wymer expressed his doubt that wells are the answer and Mr. Patterson suggested that the District agree to one more well but no more unless good result is experienced.

Mr. Wymer moved that the District pay Mr. Hosack \$250.00 as its share of the cost of drilling another 16" inch well and that if that does no good the District will do nothing further toward drainage in the NW¼ NW¼ Section 11 Township 2 North Range 1 West. Mr. Patterson seconded this motion and it was passed unanimously.

Mr. Wymer moved that title be transferred to J. H. Harper with Irwin C. Hansen as Contract Purchaser for land described in the District's assessment number 1549A as N½ NE¼ SE¼ Section 30 Township 3 North Range 1 West for payment to the District Treasurer the amount of \$750.00. Mr. Patterson seconded this motion and thus the Treasurer was ordered to receipt this amount and clear all recorded liens of the District.

At 11:59 a. m. the meeting was recessed for lunch. At approximately 1:20 p.m. the Board returned and adjourned the meeting by motion of Patterson and second of Wymer.


Dan Barker, Sr.
President of the Board

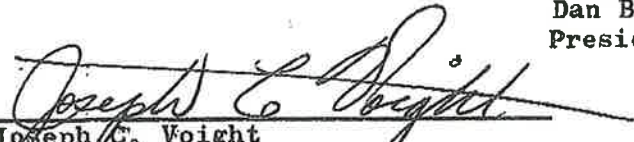

Joseph C. Voight
Secretary of the Board

EXHIBIT D

THIS INDENTURE, Made this 21st day of September, 1964, in the year of our Lord one thousand nine hundred and sixty-four, between ALLEN E. ROSACK and CHARLOTTE M. ROSACK, husband and wife, of Nampa, County of Canyon, State of Idaho, the parties of the first part, and Nampa and Meridian Irrigation District, an irrigation district organized under the laws of the State of Idaho and having its principal office at Nampa, County of Canyon, State of Idaho, the party of the second part.

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of TEN DOLLARS and other valuable consideration, lawful money of the United States of America, to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, have granted, bargained and sold, and by these presents do grant, bargain, sell, convey and confirm unto the said party of the second part, and to its heirs and assigns forever, all of the following described real estate, situated in the County of Canyon, State of Idaho, to-wit: A part of Section 11, Township 2 North, Range 2 West, Boise Meridian, more particularly described as follows, to-wit: Commencing at the Northwest corner of Section 11, Township 2 North, Range 2 West of the Boise Meridian; thence North 89°57' East 749.7 feet along the North line of the said Section 11, to a point in the centerline of the pavement, the INITIAL POINT; thence continuing North 89°57' East 49.7 feet to the centerline of the Bray Pick Up Lateral; thence continuing North 89°57' East 49.7 feet, to a point; thence South 36°24' East 70.6 feet parallel to and 40 feet from the centerline of the said Lateral to a point; thence South 53°36' West 40 feet to a point in the centerline of the said Lateral; thence continuing South 53°36' West 40 feet to a point; thence North 36°24' West 129.4 feet, parallel to and 40 feet from the centerline of the said Lateral, to the INITIAL POINT:

Together with the two artesian wells situate thereon and the water therefrom, and the right to the use thereof;

PLATTED
OCT 29 1964
LLOYD E. ALLISON

EXHIBIT D

TOGETHER, With all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all estate, right, title and interest in and to the said property, as well as in equity, of the said parties of the first part.

TO HAVE AND TO HOLD, All and singular the above mentioned and described premises, together with the appurtenances, unto the party of the second part, and to its heirs and assigns forever; and the parties of the first part, and their heirs, the said premises in the quiet and peace of the said party of the second part, its successors, heirs and assigns, against the said parties of the first part, and against all and every person and persons who shall claim or attempt to claim the same, full and well WARRANT and by these presents.

The parties of the first part covenant and agree not to construct, nor permit the flow nor extraction of water from, any well in the northwest quarter of the northwest quarter of Section 11, Township 2 North, Range 2 West, Boise Meridian, outside the area hereinbefore conveyed, which shall reduce the flow from either of the two wells on the land hereinbefore conveyed, and this covenant shall be a covenant running with all said described premises and shall bind the parties of the first part and their successors in interest and shall inure to the benefit of the party of the second part and its successors in interest.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands and seals the day and year first above written.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF

Allen E. Hosack [Seal]
 Allen E. Hosack
Charlotte M. Hosack [Seal]
 Charlotte M. Hosack
 [Seal]
 [Seal]

STATE OF IDAHO
 County of CANYON, ss.

On this 7th day of ~~September~~ October, 1964, before me
 the undersigned, a Notary Public

in and for said State, personally appeared Allen E. Hosack and Charlotte M. Hosack, husband and wife,

known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

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

James J. Fisher
 Notary Public for the State of Idaho,
 Residing at Nampa, Idaho

No documentary stamps required

RECORDED

INDEXED

Indian
 District

1964

Idaho

the instrument was filed

inman + Anderson

27 day

A. D. 1964

Recorded in Book 294

at page 316

Ex officio Recorder.

Deputy.

Idaho

EXHIBIT E

USE TYPEWRITER OR
BALL POINT PEN

State of Idaho
Department of Reclamation

WELL DRILLER'S REPORT

State law requires that this report be filed with the State Reclamation Engineer
within 30 days after completion or abandonment of the well.

RECEIVED

JUN 20 1965

Department of Reclamation

1. WELL OWNER Name <u>WILLIAMS & MERIDIAN</u> Address <u>1503 1st St Nampa</u> Owner's Permit No. _____		7. WATER LEVEL Static water level _____ feet below land surface Flowing? ☒ Yes ☐ No G.P.M. flow <u>4050</u> <u>Bar</u> Temperature <u>86</u> ° F. Quality <u>Good</u> Artesian closed-in pressure <u>3</u> p.s.i. Controlled by ☐ Valve ☒ Cap ☐ Plug																																	
2. NATURE OF WORK ☐ New well ☐ Deepened ☐ Replacement ☐ Abandoned (describe method of abandoning) _____		8. WELL TEST DATA ☐ Pump ☐ Baller ☐ Other Discharge G.P.M. _____ Draw Down _____ Hours Pumped _____																																	
3. PROPOSED USE ☐ Domestic ☐ Irrigation ☐ Test <u>Drainage</u> ☐ Municipal ☐ Industrial ☐ Stock		9. LITHOLOGIC LOG <u>Well No. 1 & 2</u> <u>31627</u> Hole Diam. _____ Depth _____ Material _____ Water _____ Yes No <table><tr><td>16</td><td>0</td><td>10</td><td>Soil</td><td></td></tr><tr><td>16</td><td>10</td><td>100</td><td>Loose Rock</td><td></td></tr><tr><td>16</td><td>100</td><td>99</td><td>Broken Lava Rock</td><td></td></tr></table> <u>Two 16" Wells</u> <u>Drilled to the</u> <u>same depth</u> <u>to drain well</u> <u>land</u> <u>Both wells flowing</u> <u>Total 9100 gpm</u> <u>Flowing water</u> <u>from top to 99 feet</u> <u>in large cracks</u> <u>in lava rock</u> <u>Entry cold water</u> <u>5th day</u> <u>well drilled 30 ft</u> <u>from each other</u> <u>Water flowed when drilled</u> <u>to 2 ft above paved road</u> <u>16" top 5 ft below top 16" pipe</u> <u>for weeks to flow water</u> <u>Drain ditch</u>		16	0	10	Soil		16	10	100	Loose Rock		16	100	99	Broken Lava Rock																		
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6. LOCATION OF WELL Sketch map location must agree with written location. <u>2 1/2" Well</u> <u>Drilled 30 ft</u> <u>apart</u> <u>Flowing in</u> <u>to body</u> <u>channel or small canals</u> County <u>Blaine</u> <u>N 1/4 Sec. 11 T. 2 N. R. 2 W</u>																																			
10. DRILLER'S CERTIFICATION This well was drilled under my supervision and this report is true to the best of my knowledge. <u>A E Hosack</u> <u>27</u> Driller's or Firm's Name _____ Number _____ Address <u>AD 5 Nampa</u> Signed By <u>A E Hosack</u> <u>June 15 70</u> Date _____																																			

EXHIBIT E

USE ADDITIONAL SHEETS IF NECESSARY

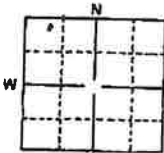
FORWARD THE WHITE, BLUE, AND PINK COPIES TO THE DEPARTMENT

**USE TYPEWRITER OR
BALL POINT PEN**

**State of Idaho
Department of Reclamation**

WELL DRILLER'S REPORT

State law requires that this report be filed with the State Reclamation Engineer within 30 days after completion or abandonment of the well.

1. WELL OWNER Name <u>A E Hosack</u> Address <u>RFD 5 Nampa Idaho</u> Owner's Permit No. _____	7. WATER LEVEL Static water level _____ feet below land surface Flowing? ☒ Yes ☐ No G.P.M. flow <u>3500</u> Temperature <u>56°</u> F. Quality <u>Good</u> Artesian closed-in pressure <u>2 1/2 p.s.i.</u> Controlled by ☐ Valve ☒ Cap ☐ Plug																																				
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USE ADDITIONAL SHEETS IF NECESSARY

**State of Idaho
Department of Reclamation**

RECEIVED
J.O.

JUL 13 1976

USE ADDITIONAL SHEETS IF NECESSARY

FORWARD THE WHITE, BLUE, AND PINK COPIES TO THE DEPARTMENT

EXHIBIT F

36-2312. DISPOSITION OF FINES. — All fines and penalties collected for the violation of any of the provisions of this act or any act with reference to the protection of the game and fish of this state, including fur-bearing animals and nongame birds, under sentence or judgment of any court, judge or justice, shall be paid over by such court, judge or justice within ten days after the receipt thereof, to the * * * county treasurer, who shall apportion one-fourth thereof to the county school fund, and one-fourth thereof to the current expense fund of such county and remit the remaining one-half thereof to the director of the fish and game department. Such court, judge or justice shall also send to the director of the fish and game department a statement setting forth the title of the court and of the cause for which such moneys were collected, the name and residence of the defendant or defendants, the nature of the offense and the fine and the sentence or judgment imposed and such moneys * * so received by the director shall be turned over to the state treasurer and by him credited to the state fish and game fund as in this act provided.

Approved March 19, 1951.

CHAPTER 199

(S. B. No. 120)

AN ACT

AMENDING SECTION 45-501, IDAHO CODE, TO GRANT PERSONS WHO GRADE, FILL IN, LEVEL, SURFACE, OR OTHERWISE IMPROVE LAND, THE RIGHT TO FILE A LIEN FOR SAID WORK.

Be It Enacted by the Legislature of the State of Idaho:

SECTION 1. That Section 45-501, Idaho Code, be and the same is hereby amended to read as follows:

45-501. RIGHT TO LIEN. — Every person performing labor upon, or furnishing materials to be used in the construction, alteration or repair of any mining claim, building, wharf, bridge, ditch, dike, flume, tunnel, fence, machinery, railroad, wagon road, aqueduct to create hydraulic power, or any other structure, or who grades, fills in, levels, surfaces or otherwise improves any land, or who performs labor in any mine or mining claim, has a lien upon the same for the work or labor done or materials furnished, whether done or furnished at the instance of the owner of the building or other improvement or his agent; and every contractor, subcontractor, architect, builder or any person having

EXHIBIT F

charge of any mining claim, or of the construction, alteration or repair, either in whole or in part, of any building or other improvement, as aforesaid, shall be held to be the agent of the owner for the purpose of this chapter: provided, that the lessee or lessees of any mining claim shall not be considered as the agent or agents of the owner under the provisions of this chapter.

Approved March 19, 1951.

CHAPTER 200

(S. B. No. 123)

AN ACT

RELATING TO THE UNDERGROUND WATER RESOURCES OF THE STATE; DEFINING SUCH WATERS AS GROUND WATERS AND DECLARING THEM TO BE SUBJECT TO APPROPRIATION FOR BENEFICIAL USE; CONFIRMING GROUND WATER RIGHTS HERETOFORE ACQUIRED; EXCEPTING CERTAIN WELLS USED FOR DOMESTIC PURPOSES AND PROVIDING FOR INSPECTION THEREOF; DRAINAGE AND RECAPTURE OF IRRIGATION WATER; ESTABLISHING METHODS OF APPROPRIATION OF GROUND WATER; DEFINING THE TERMS GROUND WATER, WELL, WELL DRILLER, DOMESTIC PURPOSES AND WATER RIGHT; PRESCRIBING ADDITIONAL DUTIES OF THE STATE RECLAMATION ENGINEER WITH RESPECT TO GROUND WATERS; PRESCRIBING A PROCEDURE FOR THE APPROPRIATION OF GROUND WATER THROUGH APPLICATION, PERMIT AND LICENSE; DECLARING THE BUSINESS OF DRILLING FOR GROUND WATER TO BE AFFECTED WITH THE PUBLIC INTEREST AND REQUIRING REPORTS FROM WELL DRILLERS TO THE STATE RECLAMATION ENGINEER; PROVIDING FOR THE INTERPRETATION OF THIS ACT IN HARMONY WITH EXISTING WATER LAWS; PROVIDING THAT THE PROVISIONS OF THIS ACT ARE SEPARABLE; AND REPEALING ALL LAWS IN CONFLICT HEREWITH.

Be It Enacted by the Legislature of the State of Idaho:

SECTION 1. GROUND WATERS ARE PUBLIC WATERS. — It is hereby declared that the traditional policy of the state of Idaho, requiring the water resources of this state to be devoted to beneficial use in reasonable amounts through appropriation, is affirmed with respect to the ground water resources of this state as said term is herein-after defined. All ground waters in this state are declared to be the property of the state, whose duty it shall be to

L. '51 c. 200
Sec. 1
Amended
L. '53 c. 122
Sec. 1, p. 278

supervise their appropriation and allotment to those diverting the same for beneficial use. All rights to the use of ground water in this state however acquired before the effective date of this act are hereby in all respects validated and confirmed.

SECTION 2. DRILLING AND USE OF WELLS FOR DOMESTIC PURPOSES EXCEPTED. — The excavation and opening of wells and the withdrawal of water therefrom for domestic purposes shall not be in any way affected by this act; providing such wells and withdrawal devices are subject to inspection by the department of reclamation and the department of public health. Rights to ground water for such domestic purposes may be acquired by withdrawal and use.

SECTION 3. DRILLING AND USE OF WELLS FOR DRAINAGE PURPOSES EXCEPTED. — The excavation and opening of wells and the withdrawal of water therefrom for the sole purpose of improving or preserving the utility of lands by draining them shall not be forbidden or governed by this act, and, likewise, there shall be excepted from the provisions of this act the excavation and opening of wells and withdrawal of water therefrom by canal companies, irrigation districts, and other owners of irrigation works for the sole purpose of recovering ground water resulting from irrigation under such irrigation works for further use on or drainage of lands to which the established water rights of the parties constructing the wells are appurtenant.

SECTION 4. METHODS OF APPROPRIATION. — The right to the use of ground water of this state may be acquired only by appropriation. Such appropriation may be perfected by means of diversion and application to beneficial use or by means of the application permit and license procedure in this act provided. All proceedings commenced prior to the effective date of this act for the acquisition of rights to the use of ground water under the provisions of chapter 2 of title 42, Idaho Code, may be completed under the provisions of said chapter 2 and rights to the use of ground water may be thereby acquired. But the administration of all rights to the use of ground water, whenever or however acquired or to be acquired, shall, unless specifically excepted therefrom, be governed by the provisions of this act.

SECTION 5. DEFINITIONS:

- (a) "Ground water" is all water under the surface of

the ground whatever may be the geological structure in which it is standing or moving.

- (b) "Well" is an artificial excavation or opening in the ground by which ground water is sought or obtained.
- (c) "Well Driller" is any person or group of persons who excavate or open a well or wells for compensation or otherwise upon the land of the well driller or upon other land.
- (d) "Domestic Purposes" is water for household use and livestock, and water used for all other purposes not in excess of 13,000 gallons per day.
- (e) "Water Right" is the legal right, however acquired, to the use of water for beneficial purposes.

SECTION 6. DUTIES OF THE STATE RECLAMATION ENGINEER. — In addition to other duties prescribed by law, it shall be the duty of the state reclamation engineer to conduct investigations, surveys and studies relative to the extent, nature and location of the ground water resources of this state; and to this end, the state reclamation engineer may, on behalf of the state of Idaho enter into cooperative investigations, researches, and studies with any agency or department of the government of the United States, or any other state or public authority of this state, or private agencies or individuals.

SECTION 7. APPLICATION TO APPROPRIATE GROUND WATER. — For the purpose of establishing by direct means the priority right to withdrawal and use of ground water, any person desiring to acquire the right to the beneficial use of ground water pursuant to this act may make application to the department of reclamation for a permit to make such appropriation. Such application shall set forth:

1. The name and postoffice address of the applicant.
2. The source, location and description of the water supply in so far as the same is known to the applicant.
3. The nature of the proposed use.
4. The location and description of the proposed well and ditch or other work, if any, and the amount or flow of water to be diverted and used.
5. The estimated time within which such well and ditch, or other work, if any, will be completed and the water withdrawn and applied to use.
6. In case the proposed right of use is for agricultural purposes, the application shall give the legal subdivisions of

L. '51 c. 200
Sec. 6
Amended
L. '53 c. 152
Sec. 2, p. 275

L. '51 c. 200
Sec. 7
Amended
L. '53 c. 152
Sec. 3, p. 27

land proposed to be irrigated, with the total acreage to be reclaimed as near as may be ascertained.

When any such application is made, the department of reclamation shall charge and collect from the applicant the fee provided for in Section 42-202, Idaho Code. All moneys received by the department of reclamation under the provisions of this act shall be deposited with the state treasurer, and such sums as may be necessary shall be available for the payment of the expenses of the department of reclamation incurred in carrying out the provisions of this act.

SECTION 8. EXAMINATION OF APPLICATION. — On receipt of application for permit to appropriate ground waters, it shall be the duty of the state reclamation engineer to make endorsement thereon of the date and hour of its receipt and to make a record of such receipt in some suitable book in his office. It shall be the duty of the state reclamation engineer to examine said application and ascertain if it is in due form, as above required. If, upon such examination the application is found defective, it shall be the duty of the state reclamation engineer to return the same for correction within thirty days from receipt of the application, and the date of such return with the reason therefor shall be endorsed on the application and a record made thereof in a book kept for recording the receipt of such applications. A like record shall be kept of the date of the return of corrected applications, but such corrected applications shall be returned to the state reclamation engineer within a period of sixty days from the date endorsed thereon by the state reclamation engineer; and if any such application be returned after such period of sixty days, such corrected application shall be treated in all respects as an original application. All applications which shall comply with the provisions of this act and with the regulations of the department of reclamation shall be numbered consecutively and shall be recorded in a suitable book kept for that purpose.

SECTION 9. TIME FOR COMPLETION OF WORK — PERMIT — CANCELLATION OF PERMIT. — Upon receipt of an application in due form as herein provided, the state reclamation engineer shall determine the time reasonably required to complete the proposed well and other works and apply such water to such proposed use which time, however, shall not be less than two years nor more than five years from the date of the permit; he shall then issue a permit pursuant to such application. The permit so issued by the state reclamation engineer shall be in a form pre-

L. c. 200
and 12
Sec. 182
and 182
Sec. 280

c. 200
Sec. 182
and 182
Sec. 280

c. 182
and 182
Sec. 280

c. 200

and 12
Sec. 182
and 182
Sec. 280

scribed by him and shall contain (1) the name and post-office address of the applicant; (2) the location and description of the proposed well; (3) the amount of flow or water to be diverted and used; (4) a description of the premises on which such water shall be used; and (5) the period of time within which such well shall be completed and such water applied to such use; provided that upon application by the permittee the state reclamation engineer may for good cause shown extend the time for such completion and application to use, but no such extension shall be for a period longer than five years.

If the work is not completed or the water applied to beneficial use as contemplated in the permit, the state reclamation engineer shall, thirty (30) days after the time limited therefor in the permit has expired, give notice by registered mail to the permittee at the address shown on his application, that unless the permittee appears within sixty (60) days after the mailing of such notice and shows the state reclamation engineer good cause why such permit shall not be canceled, then such permit will be canceled. Upon default of the permittee after such notice, or upon failure of the permittee to show good cause in accordance with said notice, the state reclamation engineer shall cancel such permit.

SECTION 10. PROOF OF COMPLETION OF WORKS AND APPLICATION TO BENEFICIAL USE. — Within thirty days after the expiration of the time limited in any permit issued under this section or at any time before such expiration, the permittee may give notice to the state reclamation engineer that he is prepared to prove that he has completed construction of his works and applied ground water to beneficial use in the manner contemplated by the permit. Such notice shall also state:

1. The name and postoffice address of the permittee.
2. The description of the well and other works, if any, constructed.
3. The amount of ground water that has been used.
4. The place and nature of such use, and if for irrigation, the description by legal subdivisions of the land so irrigated.
5. The date of priority which the permittee is prepared to establish. Such notice and such written proof as may be required to be submitted by such permittee shall be upon forms furnished by the state reclamation engineer and such statements shall be sworn to by the permittee and be supported by the affidavits of two disinterested witnesses.

L. c. 200
and 12
Sec. 182
and 182
Sec. 280

Upon receipt of such notice the state reclamation engineer shall order its publication and conduct hearing on the same according to the procedure set forth in Section 42-217, Idaho Code.

SECTION 11. FORM AND EFFECT OF LICENSE. — The form and effect of the license confirming the right to use ground water under this act and the priority of such right shall be governed by the provisions of Sections 42-219 and 42-220, Idaho Code; provided, however, that no license shall issue pursuant to any permit which has been by the state reclamation engineer canceled in accordance with the provisions of this act.

SECTION 12. ABANDONMENT WATER RIGHT — CHANGE OF POINT OF DIVERSION AND PLACE OF USE. — The provisions relating to loss of water rights by nonuse and abandonment, as set forth in Section 42-222, Idaho Code, shall apply to ground water rights. The provisions of Section 42-222, Idaho Code, relating to change of point of diversion and change of place of use of water, shall be applicable to waters accruing from water rights, provided, that the withdrawal of waters from the same ground water supply at another location in lieu of withdrawal at the original location shall be considered a change of point of diversion.

SECTION 13. LOGS OF WELL DRILLERS. — The business and activity of opening and excavating wells is hereby declared to be a business and activity affecting the public interest in the ground water resources of the state, and every well driller is hereby required to keep a log of each well that may hereafter be excavated or opened by him and to furnish a copy of such log, duly verified, under oath, to the state reclamation engineer within thirty days following the completion of such well. Said logs shall become a permanent record in the office of the state reclamation engineer and be there available for public inspection. Said logs shall be upon forms prescribed by the state reclamation engineer and shall show:

- (a) The location of the well with reference to legal subdivisions;
- (b) The kind and nature of material in each stratum penetrated, and each change of formation with at least one entry for each ten foot vertical interval, and the time required to penetrate such interval;
- (c) The name and address of the well driller and date of commencing drilling and date completed;

c. 200
3.
ified and
nherited
c. 182
. p. 289

- (d) The size and depth of the well and location of water bearing aquifers;
- (e) The size and type of casing and where placed in the well including number and location of perforations;
- (f) The flow in cubic feet per second or gallons per minute in flowing well, and the shut in pressure in pounds per square inch;
- (g) The static water level with reference to the land surface, and the drawdown with respect to the amount of water pumped per minute, when a pump test is made;
- (h) The temperature of waters encountered, and other information as may be requested by the state reclamation engineer.

SECTION 14. REPEAL OF CONFLICTING LAWS.—All laws, acts, and parts of laws and acts of the state of Idaho in conflict in whole or in part with the provisions of this act, in so far as such conflict exists, are hereby repealed.

SECTION 15. INTERPRETATION. — The executive and judicial departments of the state shall construe the provisions of this act, wherever possible in harmony with the provisions of title 42, Idaho Code, as amended; and nothing herein shall be construed contrary to or in conflict with the provisions of Article XV of the constitution; and except where otherwise provided in this act, the provisions of said Title 42, Idaho Code, as amended, shall continue to govern ground water rights in this state.

SECTION 16. SAVING CLAUSE. — If any part or parts of this act shall be adjudged by the courts to be unconstitutional or invalid, the same shall not affect the validity of any part or parts thereof which can be given effect without the part or parts adjudged to be unconstitutional or invalid. The legislature hereby declares that it would have passed the remaining parts of this act if it had been known that such other part or parts thereof would be declared unconstitutional or invalid.

Approved March 19, 1951.

CHAPTER 201

(S. B. No. 132)
(As Amended)

AN ACT

AMENDING SECTION 25-1502 OF THE IDAHO CODE PROVIDING RAILROAD TRANSPORTATION OF CATTLE, HORSES

L. '51 c. 200
New Secs.
Added
15-21
L. '53 c. 132
Sec. 201
Sec. 201
Sec. 201
Sec. 10, p. 2

L. '51 c. 200
Sec. 14-16
Renumbered
L. '53 c. 182
Sec. 11, p. 281

EXHIBIT G

C

employer or individual in his service a priority with respect to any claim or right because of amounts paid by such covered employer into the employment security fund.

(d) * * * If on or after March 31, 1953, the organization, trade or business, including the entire employing enterprise and all its incidents for all purposes of the unemployment compensation law, of any covered employer, is by purchase or otherwise transferred to an employer, whether or not such acquiring employer was an employer within the meaning of section 20 of said chapter, as amended, prior to such acquisition, the employer to which the transfer is made may assume the position of such employer with respect to such employer's experience, pay-rolls and otherwise the same as if there had been no change in ownership and shall be required to assume and continue the experience of such employer pursuant to the provisions of this section, provided, however, no employer to which the organization, trade or business of an employer has been transferred shall be entitled to a rate of contributions of less than two and seven tenths per cent until such employer based upon its experience and the experience of the organization, trade or business transferred would be entitled under the provisions of the Federal Unemployment Tax Act to additional tax credit offset for good experience under this act.

(e) Each employer shall be notified of his rate of contribution as determined for any calendar year pursuant to this section. Such determination shall become conclusive and binding upon the employer unless, within fourteen days after delivery or mailing of the notice thereof to his last known address, the employer files an application for reconsideration setting forth his reasons therefor. Reconsideration shall be limited to transactions occurring subsequent to any previous determination which has become final in accordance with the provisions of this or previous acts. The employer shall, after notice and opportunity for hearing, be promptly notified of the redetermination which shall become final unless within thirty days after delivery or mailing of notice thereof to his last known address an appeal is filed with the board. A decision of the board in the absence of fraud shall be final and conclusive unless within thirty days after the mailing of notice thereof to his last known address an appeal is filed with the Supreme Court. In any proceedings under this section, the findings of the board as to the facts, if supported by evidence and in the absence of fraud, shall be conclusive and the jurisdiction of the court shall be confined to questions of law.

EXHIBIT G

SECTION 2. An emergency existing therefor, which emergency is hereby declared to exist, this act shall be in full force and effect from and after its passage and approval.

Approved March 12, 1953.

CHAPTER 181
(S. B. No. 75)

AN ACT

APPROPRIATING MONEYS FROM THE GENERAL FUND OF THE STATE OF IDAHO FOR THE STATE SCHOOL FOR THE DEAF AND BLIND, FOR SALARIES, WAGES AND OTHER EXPENSES, FOR THE PERIOD COMMENCING JULY 1, 1953, AND ENDING JUNE 30, 1955; AND SUBJECT TO THE PROVISIONS OF THE STANDARD APPROPRIATIONS ACT OF 1945.

Be It Enacted by the Legislature of the State of Idaho:

SECTION 1. There is hereby appropriated out of the General Fund of the State of Idaho to the State School for the Deaf and Blind, for the purpose of paying salaries, wages and other expenses of said institution, for the period commencing July 1, 1953, and ending June 30, 1955, the sum of \$565,444.00, or so much thereof as may be necessary.

SECTION 2. The appropriations herein made are subject to the provisions of the Standard Appropriations Act of 1945.

Approved March 12, 1953.

CHAPTER 182
(S. B. No. 141)

AN ACT

RELATING TO THE UNDERGROUND WATER RESOURCES OF THE STATE OF IDAHO; AMENDING SECTIONS 1 to 16, INCLUSIVE, OF CHAPTER 200 OF THE 1951 SESSION LAWS OF THE STATE OF IDAHO, REGULAR SESSION, AND ADDING NEW SECTIONS THERETO NUMBERED AS FOLLOWS: SECTION 9, 10, 15, 16, 17, 18, 19, 20, 21, 23, AND 27

AND CHANGING THE NUMBERS OF SECTIONS AS FOLLOWS: 9 TO 11, 10 TO 12, 11 TO 13, 12 TO 14, 13 TO 22, 14 TO 24, 15 TO 25, AND 16 TO 26; DECLARING THE POLICY OF THIS ACT; PROVIDING FOR THE ISSUING AND PUBLISHING OF NOTICE OF APPLICATION TO APPROPRIATE GROUND WATER, AND FOR PROTEST AND HEARING THEREON IN CRITICAL GROUND WATER AREAS; PRESCRIBING DUTIES AND POWERS OF THE STATE RECLAMATION ENGINEER WITH RESPECT TO GROUND WATERS; PROVIDING A PROCEDURE FOR THE ADMINISTRATIVE DETERMINATION OF ADVERSE CLAIMS BY THE CREATION OF LOCAL GROUND WATER BOARDS, FOR A HEARING AND DETERMINATION OF SUCH BOARDS, AND GIVING SUCH BOARDS AUTHORITY TO MAKE APPROPRIATE ORDERS ON SUCH ADVERSE CLAIMS, AND MAKING VIOLATIONS OF SUCH ORDERS MISDEMEANORS; PROVIDING FOR APPEALS TO DISTRICT COURT FROM DECISIONS OF STATE RECLAMATION ENGINEER AND LOCAL GROUND WATER BOARDS AND APPEALS FROM DECISIONS OF THE DISTRICT COURT TO THE SUPREME COURT; PROVIDING THAT PROVISIONS OF CHAPTER 14 OF TITLE 42, RELATIVE TO ADJUDICATION OF WATER RIGHTS SHALL BE APPLICABLE TO WATER RIGHTS ACQUIRED UNDER THIS ACT; PROVIDING VIOLATIONS OF THIS ACT SHALL CONSTITUTE MISDEMEANORS, AND CREATING A GROUND WATER ADMINISTRATION FUND.

Be It Enacted by the Legislature of the State of Idaho:

SECTION 1. That Section 1, Chapter 200 of the 1951 Session Laws of the State of Idaho, Regular Session, be and the same is hereby amended to read as follows:

Section 1. GROUND WATERS ARE PUBLIC WATERS.—It is hereby declared that the traditional policy of the state of Idaho, requiring the water resources of this state to be devoted to beneficial use in reasonable amounts through appropriation, is affirmed with respect to the ground water resources of this state as said term is hereinafter defined * : and, while the doctrine of "first in time is first in right" is recognized, a reasonable exercise of this right shall not block full economic development of underground water resources, but early appropriators of underground water shall be protected in the maintenance of reasonable ground water pumping levels as may be established by the state reclamation engineer as herein provided. All ground waters in this state are declared to be the property of the state, whose duty it shall be to supervise their appropriation and allotment to those diverting the

same for beneficial use. All rights to the use of ground water in this state however acquired before the effective date of this act are hereby in all respects validated and confirmed.

SECTION 2. That Section 6, Chapter 200 of the 1951 Session Laws of the State of Idaho, Regular Session, be and the same is hereby amended to read as follows:

Section 6. DUTIES OF THE STATE RECLAMATION ENGINEER.—In addition to other duties prescribed by law, it shall be the duty of the state reclamation engineer to conduct investigations, surveys and studies relative to the extent, nature and location of the ground water resources of this state; and to this end, the state reclamation engineer may, on behalf of the state of Idaho enter into cooperative investigations, researches, and studies with any agency or department of the government of the United States, or any other state or public authority of this state, or private agencies or individuals. *It shall likewise be the duty of the state reclamation engineer to control the appropriation and use of the ground water of this state as in this act provided and to do all things reasonably necessary or appropriate to protect the people of the state from depletion of groundwater resources contrary to the public policy expressed in this act.*

SECTION 3. That Section 7, Chapter 200 of the 1951 Session Laws of the State of Idaho, Regular Session, be and the same is hereby amended to read as follows:

Section 7. APPLICATION TO APPROPRIATE GROUND WATER.—For the purpose of establishing by direct means the priority right to withdrawal and use of ground water, any person desiring to acquire the right to the beneficial use of ground water pursuant to this act may make application to the department of reclamation for a permit to make such appropriation. Such application shall set forth:

1. The name and postoffice address of the applicant.
2. The source, location and description of the water supply in so far as the same is known to the applicant.
3. The nature of the proposed use.
4. The location and description of the proposed well and ditch or other work, if any, and the amount or flow of water to be diverted and used.

5. The estimated time within which such well and ditch, or other work, if any, will be completed and the water withdrawn and applied to use.

6. In case the proposed right of use is for agricultural purposes, the application shall give the legal subdivisions of land proposed to be irrigated, with the total acreage to be reclaimed as near as may be ascertained.

When any such application is made, the department of reclamation shall charge and collect from the applicant the fee provided for in section 42-202 * * *.

SECTION 4. That Section 8, Chapter 200 of the 1951 Session Laws of the State of Idaho, Regular Session, be and the same is hereby amended to read as follows:

Section 8. EXAMINATION OF APPLICATION.—On receipt of application for permit to appropriate groundwaters, it shall be the duty of the state reclamation engineer to make endorsement thereon of the date and hour of its receipt and to make a record of such receipt in some suitable book in his office. It shall be the duty of the state reclamation engineer to examine said application and ascertain if it is in due form, as above required. If, upon such examination the application is found defective, it shall be the duty of the state reclamation engineer to return the same for correction within thirty days from receipt of the application, and the date of such return with the reason therefor shall be endorsed on the application and a record made thereof in a book kept for recording the receipt of such applications. A like record shall be kept of the date of the return of corrected applications, but such corrected application shall be returned to the state reclamation engineer within a period of sixty days from the date endorsed thereon by the state reclamation engineer; and if such application be returned after such period of sixty days, such corrected application shall be treated in all respects as an original application. All applications which shall comply with the provisions of this act and with the regulations of the department of reclamation shall be numbered consecutively and shall be recorded in a suitable book kept for that purpose. *After an application has been duly filed with the state reclamation engineer, as in this act provided, it shall be the duty of the state reclamation engineer to make such further investigation as he may deem necessary to determine whether ground water subject to appropriation exists in the location or locations described in the application; and the state reclamation engineer may also require from the appli-*

cant such additional information as he, the state reclamation engineer, deems reasonably necessary to enable him to act upon the application.

SECTION 5. That Chapter 200 of the 1951 Session Laws of the State of Idaho, Regular Session, be and the same is hereby amended by adding two new sections, numbered 9 and 10 to read as follows:

Section 9. NOTICE OF APPLICATION.—*Within a period of ten days after the filing of any application for permit with the state reclamation engineer, as herein provided, the state reclamation engineer in a critical ground water area, as hereinafter defined in this section, shall issue a notice of such application stating the name of the applicant, the location of the well or wells, the amount of the flow of water proposed to be used, and the description of the premises upon which the water is proposed to be used. Such notice shall also state that all persons having an interest in the critical ground water area desiring to oppose the issuance of a permit pursuant to such application, must within a period of thirty days from the first publication of such notice file in the office of the state reclamation engineer a protest to such application. A copy of the notice shall be furnished to the applicant, who shall cause the same to be published in a newspaper published in the county where the well described in said application is proposed to be located; or if no newspaper is published in such county, then in a newspaper of general circulation in such county. Publication of such notice shall be made two times, once each week for two consecutive weeks, and proof of such publication shall be furnished by the applicant to the state reclamation engineer. "Critical ground water area" means any ground water basin, or designated part thereof, not having sufficient ground water to provide a reasonably safe supply for irrigation of cultivated lands in the basin at the then current rates of withdrawal, as may be determined, from time to time, by the State Reclamation Engineer.*

In the event the application for permit is made with respect to an area that has not been designated as a critical ground water area the State Reclamation Engineer shall forthwith issue a permit in accordance with the provisions of Section 11 without requiring compliance with the provisions of the preceding paragraph of this section or the provisions of Section 10.

Section 10. PROTEST AND HEARING.—*All persons desiring to be heard in protest of the granting of a permit*

pursuant to an application made under this act must file with the state reclamation engineer within thirty days after the first publication of the notice of such application, as hereinabove provided, a protest against such application; provided, that for good cause shown, the state reclamation engineer may permit protests to be filed any time prior to the completion of the hearing on such application. After the lapse of thirty days following the first publication as hereinabove provided, the state reclamation engineer shall, if any protests against the application have been filed, fix a time and place for the hearing of such application. The time for holding such hearing shall not be more than fifty days from the first publication of said notice. Notice of the hearing shall be given by registered mail to the applicant and to all protestants.

The hearing shall be conducted before the state reclamation engineer under reasonable rules and regulations of procedure promulgated by him. Technical rules of pleading and evidence need not be applied. The state reclamation engineer may adjourn said hearing from time to time and place to place within the reasonable exercise of his discretion. All parties to the hearing as well as the state reclamation engineer shall have the right to subpoena witnesses, who shall testify under oath at such hearing. The state reclamation engineer shall have authority to administer oath to such witnesses as appear before him to give testimony. A full and complete record of all proceedings had before the state reclamation engineer on any hearing had and all testimony shall be taken down by a reporter appointed by the state reclamation engineer and all parties to the hearing shall be entitled to be heard in person or by attorney.

If no person protests an application within the period of thirty days following the first publication of notice thereof as hereinabove provided, and if the state reclamation engineer has determined from investigation that there probably is ground water subject to appropriation at the location of the proposed well, the state reclamation engineer may issue a permit pursuant to such application forthwith and for an amount of water not to exceed the amount of water determined to be there subject to appropriation; but if the state reclamation engineer, from the investigation made by him on said application as herein provided or from other information that has come officially to his attention has reason to believe that said application is not made in good faith, is made for delay, or that there is not water subject to appropriation at the location of the proposed well in said appli-

cation described, then the state reclamation engineer shall issue a citation to the applicant to appear and show cause, if any there be, why such application should not be denied for any of those reasons. The hearing on said citation shall be fixed, noticed and conducted in the same manner as hearings on protest of application as in this section hereinabove provided.

If, at the conclusion of any hearing held pursuant to this section the state reclamation engineer finds that there is ground water available for appropriation at the location of the proposed well described in the application, and that said application is made in good faith and not for delay, then the state reclamation engineer shall issue a permit pursuant to such application; otherwise, the application shall be denied; provided, however, that if ground water at such location is available in a lesser amount than that applied for, the state reclamation engineer may issue a permit for the use of such water to the extent that such water is available for appropriation.

SECTION 6. That Section 9, Chapter 200 of the 1951 Session Laws of the State of Idaho, Regular Session, be and the same is hereby amended by changing the section number from 9 to 11, and to read as follows:

Section * 11. TIME FOR COMPLETION OF WORK
—PERMIT — CANCELLATION OF PERMIT.—* * *

Whenever the state reclamation engineer determines that a permit shall issue pursuant to an application to appropriate ground water as made in this act, he shall determine the time reasonably required to complete the proposed well and other works and apply such water to such proposed use which time, however, shall not be less than two years nor more than five years from the date of the permit; he shall then issue a permit pursuant to such application. The permit so issued by the state reclamation engineer shall be in a form prescribed by him and shall contain (1) the name and postoffice address of the applicant; (2) the location and description of the proposed well; (3) the amount of flow or water to be diverted and used; (4) a description of the premises on which such water shall be used; and (5) the period of time within which such well shall be completed and such water applied to such use; provided that upon application by the permittee the state reclamation engineer may for good cause shown extend the time for such completion and application to use, but no such extension shall be for a period longer than five years.

If the work is not completed or the water applied to beneficial use as contemplated in the permit, the state reclamation engineer shall, thirty (30) days after the time limited therefor in the permit has expired, give notice by registered mail to the permittee at the address shown on his application, that unless the permittee appears within sixty (60) days after the mailing of such notice and shows the state reclamation engineer good cause why such permit shall not be canceled, then such permit will be canceled. Upon default of the permittee after such notice, or upon failure of the permittee to show good cause in accordance with said notice, the state reclamation engineer shall cancel such permit.

SECTION 7. That Sections 10, 11 and 12 of Chapter 200 of the 1951 Session Laws of the State of Idaho, Regular Session, be and the same are hereby amended by changing said section numbers from 10, 11, and 12, to 12, 13, and 14, respectively.

SECTION 8. That Chapter 200 of the 1951 Session Laws of the State of Idaho, Regular Session, be and the same is hereby amended by adding new sections, numbered 15, 16, 17, 18, 19, 20, and 21 as follows:

Section 15. *POWERS OF THE STATE RECLAMATION ENGINEER.*—*In the administration and enforcement of this act and in the effectuation of the policy of this state to conserve its ground water resources, the state reclamation engineer is empowered:*

- a. To require all flowing wells to be so capped or equipped with valves that the flow of water can be completely stopped when the wells are not in use.*
- b. To require both flowing and non-flowing wells to be so constructed and maintained as to prevent the waste of ground waters through leaky wells, casings, pipes, fittings, valves or pumps either above or below the land surface.*
- c. To prescribe uniform standard measuring devices for the scientific measurement of water levels in and waters withdrawn from wells.*
- d. To go upon all lands, both public and private, for the purpose of inspecting wells, pumps, casings, pipes, fittings and measuring devices, including wells used or claimed to be used for domestic purposes.*

e. To order the cessation of use of a well pending the correction of any defect that the state reclamation engineer has ordered corrected.

f. To commence actions to enjoin the illegal opening or excavation of wells or withdrawal or use of water therefrom and to appear and become a party to any action or proceeding pending in any court or administrative agency when it appears to the state reclamation engineer that the determination of such action or proceeding might result in depletion of the ground water resources of the state contrary to the public policy expressed in this act.

g. To supervise and control the exercise and administration of all rights hereafter acquired to the use of ground waters and in the exercise of this power he may by summary order, prohibit or limit the withdrawal of water from any well during any period that he determines that water to fill any water right in said well is not there available. To assist the state reclamation engineer in the administration and enforcement of this act, and in making determinations upon which said orders shall be based, he may establish a ground water pumping level or levels in an area or areas having a common ground water supply as determined by him as hereinafter provided. Water in a well shall not be deemed available to fill a water right therein if withdrawal therefrom of the amount called for by such right would affect, contrary to the declared policy of this act, the present or future use of any prior surface or ground water right or result in the withdrawing the ground water supply at a rate beyond the reasonably anticipated average rate of future natural recharge.

In connection with his supervision and control of the exercise of ground water rights the state reclamation engineer shall also have the power to determine what areas of the state have a common ground water supply and whenever it is determined that any area has a ground water supply which affects the flow of water in any stream or streams in an organized water district, to incorporate such area in said water district; and whenever it is determined that the ground water in an area having a common ground water supply does not affect the flow of water in any stream in an organized water district, to incorporate such area in a separate water district to be created in the same manner provided for in Section 42-604 of Title 42, Idaho Code. The administration of the water rights within water districts created or enlarged pursuant to this act shall be carried out in accordance with the provisions of Title 42, Idaho

Code, as the same have been or may hereafter be amended, except that in the administration of ground water rights either the state reclamation engineer or the watermaster in a water district or the state reclamation engineer outside of a water district shall, upon determining that there is not sufficient water in a well to fill a particular ground water right therein by order, limit or prohibit further withdrawals of water under such right as hereinabove provided, and post a copy of said order at the place where such water is withdrawn; provided, that land, not irrigated with underground water, shall not be subject to any allotment, charge, assessment, levy, or budget for, or in connection with, the distribution or delivery of water.

Section 16. ADMINISTRATIVE DETERMINATION OF ADVERSE CLAIMS.—Whenever any person owning or claiming the right to the use of any surface or ground water right believes that the use of such right is being adversely affected by one or more user of ground water rights of later priority, or whenever any person owning or having the right to use a ground water right believes that the use of such right is being adversely affected by another's use of any other water right which is of later priority, such person, as claimant, may make a written statement under oath of such claim to the state reclamation engineer.

Such statement shall include:

1. The name and post office address of the claimant.
2. A description of the water right claimed by the claimant, with amount of water, date of priority, mode of acquisition, and place of use of said right. If said right is for irrigation, a legal description of the lands to which such right is appurtenant.
3. A similar description of the respondent's water right so far as is known to the claimant.
4. A detailed statement in concise language of the facts upon which the claimant founds his belief that the use of his right is being adversely affected.

Upon receipt of such statement, if the state reclamation engineer deems the statement sufficient and meets the above requirements, the state reclamation engineer shall issue a notice setting the matter for hearing before a local ground water board, constituted and formed as in this act provided. The person or persons against whom such claim is directed and who are asserted to be interfering with the claimant's rights shall in such proceedings be known as respondents.

The notice shall be returned to the claimant who shall cause the same to be served upon the respondent together with a copy of the statement. Such service shall be made at least five days before the time fixed for hearing and in the same manner that service of summons is made in a civil action. Proof of service of notice shall be made to the state reclamation engineer by the claimant at least two days before the hearing.

Section 17. HEARING AND ORDER.—Hearing on the statement and any answer filed by the respondent shall be had in the county for which such local ground water board was appointed. The hearing shall be conducted before the board under reasonable rules and regulations of procedure prescribed by the state reclamation engineer. All parties to the hearing as well as the board itself shall have the right to subpoena witnesses who shall be sworn by the board and testify under oath at the hearing. All parties to the hearing shall be entitled to be heard in person or by attorney. Upon such hearing the board shall have authority to determine the existence and nature of the respective water rights claimed by the parties and whether the use of the junior right affects, contrary to the declared policy of this act, the use of the senior right. If the board finds that the use of any junior right or rights so affect the use of senior rights, it may order the holders of the junior right or rights to cease using their right during such period or periods as the board may determine and may provide such cessation shall be either in whole or in part or under such conditions for the repayment of water to senior right holders as the board may determine. Any person violating such an order made hereunder shall be guilty of a misdemeanor.

Section 18. LOCAL GROUND WATER BOARDS.—Whenever a written statement of claim as provided in Section 16 hereof is filed with the state reclamation engineer, if the statement of the claimant is deemed sufficient by the state reclamation engineer and meets the requirements of Section 16 of this act, the said state reclamation engineer shall forthwith proceed to form a local ground water board for the purpose of hearing such claim. The said local ground water board shall consist of the state reclamation engineer, and a person who is a qualified engineer or geologist, appointed by the District Judge of the judicial district which includes the county in which the well of respondent, or one of the respondents if there be more than one, is located, and a third member to be appointed by the other two, who shall be a resident irrigation farmer of the county in which the well of respondent, or one of the respondents if there

more than one, is located. None of such members shall be persons owning or claiming water right which may be affected by such claim, nor members of the board of directors of any irrigation district or canal company owning or claiming water rights affected by such claims. No employee of the state of Idaho other than said state reclamation engineer is eligible for appointment to a ground water board. Members of the board shall hold office until the board has finally disposed of the claim which it was appointed to hear. Such members shall serve without pay except that members other than the state reclamation engineer shall receive per diem of \$25.00 together with reimbursement of expenses actually incurred during the time actually spent in the performance of official duties, such per diem and expenses to be paid from the ground water administration fund hereinafter created. Whenever such a local ground water board is needed to be formed in any county, the state reclamation engineer shall give notice of that fact to the District Judge of the judicial district which includes the county in which the well of respondents, or one of the respondents if there be more than one, is located, and thereupon such judge shall appoint a person to be a member of such board. Upon qualification by such member, the third member shall be selected. The state reclamation engineer shall be the chairman of the board and custodian of all its records. He may be represented at any board meeting by a duly appointed, qualified and acting deputy state reclamation engineer.

Section 19. APPEALS FROM ACTIONS OF THE STATE RECLAMATION ENGINEER.—Any person dissatisfied with any decision, determination, order or action of the state reclamation engineer, water master, or of any local ground water board made pursuant to this act may within sixty (60) days notice thereof take an appeal therefrom to the District Court for any county in which the ground water concerned therein may be situated. Appeal shall be taken by serving a notice of appeal upon the state reclamation engineer, together with a statement describing the decision, determination, order or action appealed from and setting forth the reasons why the same was erroneous. An appeal as referred to in this section stays the execution of, or any proceeding to enforce, the order, decision, determination, or action of the state reclamation engineer, water master, or local ground water board. Whenever the decision, determination, order or action of the state reclamation engineer appealed from was made pursuant to a hearing before the state reclamation engineer to which the appellant was a party or at which the appellant had a right to be

heard, the state reclamation engineer shall, upon receipt of service of notice of appeal, transmit to the District Court a certified transcript of the proceedings and the evidence received at such hearing and the evidence taken at such hearing may be considered by the District Court. The District Court shall try the same anew at the hearing on the appeal. Appeal to the Supreme Court from the final judgment rendered by the District Court pursuant to this Section may be taken within the same time and in the same manner as appeals from final judgments in cases commenced in the District Court are taken to the Supreme Court.

Section 20. ADJUDICATION OF WATER RIGHT.—The provisions of Chapter 14 of Title 42, Idaho Code, relative to adjudication of water rights shall be applicable to all water rights acquired under this Act.

Section 21. PENALTIES.—Any person violating any provision of this act shall be guilty of a misdemeanor and any continuing violation shall constitute a separate offense for each day during which such violation occurs, but nothing in this section or in the pendency or completion of any criminal action for enforcement hereof shall be construed to prevent the institution of any civil action for injunctive or other relief for the enforcement of this act or the protection of rights to the lawful use of water.

SECTION 9. That Section 13 of Chapter 200 of the 1951 Session Laws of the State of Idaho, Regular Session, be and the same is hereby amended by changing the section number from 13 to 22 and to read as follows:

Section * 22. LOGS OF WELL DRILLERS.—The business and activity of opening and excavating wells is hereby declared to be a business and activity affecting the public interest in the ground water resources of the state, and in order to enable a survey of the extent thereof every well driller is hereby required to keep a log of each well that may hereafter be excavated or opened by him in Idaho including wells excepted under Sections 42-227 and 42-228, Idaho Code, and to furnish a copy of such log, duly signed, to the state reclamation engineer within thirty days following the completion of such well. Said logs shall become a permanent record in the office of the state reclamation engineer for geological analysis and research and be there available for public inspection. Said logs shall be upon forms furnished by the state reclamation engineer and shall show:

- (a) The location of a well with reference to legal subdivisions;
- (b) The kind and nature of material in each stratum penetrated, and each change of formation with at least one entry for each ten foot vertical interval, and the time required to penetrate such interval;
- (c) The name and address of the well driller and date of commencing drilling and date completed;
- (d) The size and depth of the well and location of water bearing aquifers;
- (e) The size and type of casing and where placed in the well including number and location of perforations;
- (f) The flow in cubic feet per second or gallons per minute in flowing well, and the shut in pressure in pounds per square inch;
- (g) The static water level with reference to the land surface, and the drawdown with respect to the amount of water pumped per minute, when a pump test is made;
- (h) The temperature of waters encountered, and other information as may be requested by the state reclamation engineer *;
- (i) As a part of said log the well driller upon request of the state reclamation engineer shall furnish samples of each change of formation below the surface, and containers and cartage therefor shall be furnished by said state reclamation engineer.

Every well driller before lawful drilling of a well for development of water, shall, from and after July 1, 1953, under penalty of misdemeanor for failure to so comply obtain a license from the state reclamation engineer which shall be issued by and in the form prescribed by the said state reclamation engineer upon payment of \$10.00 license fee, which license expires each year on June 30th, and is renewable by payment of a \$5.00 renewal fee. Said licenses are not transferrable and may be revoked or renewal refused by said state reclamation engineer if it appears that the requirements of this section have not been complied with. Revocation or refusal to renew a well driller's license shall be determined by said state reclamation engineer only after fifteen days' notice setting forth reasons therefor, has been sent by registered mail to the licensed well driller.

SECTION 10. That Chapter 200 of the 1951 Session Laws of the State of Idaho, Regular Session, be and the same is hereby amended by adding a new section numbered 23 and to read as follows:

Section 23. *GROUND WATER ADMINISTRATION FUND.*—*There is hereby created in the State Treasury a special fund known as the Ground Water Administration Fund. All fees collected by the state reclamation engineer pursuant to Sections 7 and 22 of this act shall be placed in said special fund. All moneys received by said special fund are hereby appropriated for the purpose of the administration of this Act, and no moneys received in said special fund shall be disbursed by the State Treasurer unless the voucher for such disbursement contains the certificate of the state reclamation engineer that such voucher is for an expense incurred in the administration of this Act.*

SECTION 11. That Sections 14, 15, and 16 of Chapter 200 of the 1951 Session Laws of the State of Idaho, Regular Session, be and the same are hereby amended by changing the section numbers from 14, 15, and 16 to 24, 25, and 26, respectively.

SECTION 12. That Chapter 200 of the 1951 Session Laws of the State of Idaho, Regular Session, be and the same is hereby amended by adding a new section numbered 27 to read as follows:

Section 27. *All proceedings commenced prior to the effective date of this act for the acquisition of rights to the use of ground water may be so commenced and such rights may be acquired and perfected under Chapter 2 of Title 42, Idaho Code, unaffected by this act or by Chapter 200, Laws of 1951.*

Approved March 12, 1953.

CHAPTER 183

(S. B. No. 157)

AN ACT

DECLARING IDAHO POLICY TO PROTECT ITS LANDS, STREAMS AND WATER COURSES; DEFINING DREDGE MINING; REQUIRING THE GROUND DISTURBED BY DREDGE MINING BE LEVELLED OVER AND WATER COURSES RESTORED; REQUIRING THAT SETTLING PONDS BE CONSTRUCTED; PROVIDING FOR THE INSPECTOR OF MINES FOR THE STATE OF IDAHO AS THE ADMINIS-

S.L. '53
Ch. 183
Repealed
L. '53, Sec. 17,
p. 7. Dredge
Initiative

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the department a bond in an amount to be fixed by the department, not exceeding \$10,000, in form and sufficiency of sureties to be approved by the department, conditioned upon faithfully carrying to completion the works of diversion as specified in said permit; the amount of the bond to be fixed by the department within the limits hereinbefore prescribed.

The holder of any permit who shall fail to comply with the provisions of this section within the time or times specified shall be deemed to have abandoned all rights under his permit.

SECTION 2. An emergency existing therefor, which emergency is hereby declared to exist, this act shall be in full force and effect from and after its passage and approval.

Approved March 25, 1963.

CHAPTER 215
(S. B. No. 229)

AN ACT

AMENDING SECTION 23-903, IDAHO CODE, AS AMENDED, RELATING TO THE ISSUANCE OF RETAIL LIQUOR LICENSES, BY PROVIDING THAT POPULATION DETERMINATIONS MAY BE BASED UPON ANY SUBSEQUENT SPECIAL CENSUS MADE BY THE UNITED STATES BUREAU OF THE CENSUS.

Be It Enacted by the Legislature of the State of Idaho:

SECTION 1. That Section 23-903, Idaho Code, as amended, be, and the same hereby is amended to read as follows: 23-903. LICENSE TO RETAIL LIQUOR. — The commissioner of law enforcement is hereby empowered, authorized, and directed to issue licenses to qualified applicants, as herein provided, whereby the licensee shall be authorized and permitted to sell liquor by the drink at retail and, upon the issuance of such license, the licensee therein named shall be authorized to sell liquor at retail by the drink, but only in accordance with the rules and regulations promulgated by the said commissioner and the provisions of this act. No license shall be issued for the sale of liquor on any premises outside the incorporated limits of any city or village except as provided in this act

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and the number of licenses so issued for any city or village shall not exceed one license for each 1,500 of population of said city or village, or fraction thereof, as established in the last preceding census, or any subsequent special census conducted by the United States Bureau of the Census, except that upon proper application thereof not more than two licenses may be issued for each incorporated city or village with a population of 1,500 or less, unless the retail licensing of liquor by the drink has been previously disapproved under the provisions of sections 23-917, 23-918, 23-919, 23-920 and 23-921, Idaho Code; provided, however, that any license heretofore issued may be renewed from year to year without regard to the population of the city or village for which such license is issued. Nothing herein contained shall prohibit the issuance of a license to the owner, operator, or lessee of an actual, bona fide golf course, or to the lessee of any premises situated thereon, no part of which said golf course or the premises thereon is situate within the incorporated limits of any city or village. For the purpose of this section a golf course shall comprise real property of not less than forty contiguous acres in area, laid out and improved as an actual, bona fide golf course, and which is regularly used for the playing of the game of golf, and having not less than nine tees, fairways and greens laid out and used in the usual and regular manner of a golf course, including buildings and other improvements thereon. Where any such golf course is owned or leased by an association of members and is used or enjoyed by such members, or their guests, none of the disqualifications contained in section 23-910 shall apply to such association as a licensee where such disqualifications, or any of them, would apply only to a member of such association where such member has no interest therein except as a member thereof. Not more than one licensed premises shall be permitted on any golf course or within the area comprising the same.

Approved March 25, 1963.

CHAPTER 216
(S. B. No. 232)

AN ACT

RELATING TO APPROPRIATION OF GROUND WATER; AMEND-

ING SECTION 42-229, IDAHO CODE, PROVIDING METHOD OF APPROPRIATION; AMENDING SECTION 42-233a, IDAHO CODE, DEFINING CRITICAL GROUND WATER AREA AND AUTHORITY OF STATE RECLAMATION ENGINEER TO GRANT OR DENY APPLICATIONS FOR PERMITS; AMENDING SECTION 42-237e, IDAHO CODE, PROVIDING PENALTIES; REPEALING SECTION 42-233b, IDAHO CODE, RELATING TO PROTEST AND HEARING; AND DECLARING AN EMERGENCY.

Be It Enacted by the Legislature of the State of Idaho:

SECTION 1. That Section 42-229, Idaho Code, be, and the same is hereby amended to read as follows:

42-229. METHODS OF APPROPRIATION.—The right to the use of ground water of this state may be acquired only by appropriation. Such appropriation may be perfected by ~~means of diversion and application to beneficial use or~~ by means of the application permit and license procedure as provided in this act ~~provided; provided, however, that in the event an appropriation has been commenced by diversion and application to beneficial use prior to the effective date of this act it may be perfected under such method of appropriation.~~ All proceedings commenced prior to the effective date of this act for the acquisition of rights to the use of ground water under the provisions of Sections 42-201—42-225, *Idaho Code*, may be completed under the provisions of said sections and rights to the use of ground water may be thereby acquired. But the administration of all rights to the use of ground water, whenever or however acquired or to be acquired, shall, unless specifically excepted herefrom, be governed by the provisions of this act.

SECTION 2. That Section 42-233a, Idaho Code, be, and the same is hereby amended to read as follows:

42-233a. ~~NOTICE OF APPLICATION.—Within a period of ten days after the filing of any application for permit with the state reclamation engineer, as herein provided, the state reclamation engineer in a critical ground water area, as hereinafter defined in this section, shall issue a notice of such application stating the name of the applicant, the location of the well or wells, the amount of the flow of water proposed to be used, and the description of the premises upon which the water is proposed to be used. Such notice shall also state that all persons having an interest in the critical ground water area de-~~

~~siring to oppose the issuance of a permit pursuant to such application, must within a period of thirty days from the first publication of such notice file in the office of the state reclamation engineer a protest to such application. A copy of the notice shall be furnished to the applicant, who shall cause the same to be published in a newspaper published in the county where the well described in said application is proposed to be located; or if no newspaper is published in such county, then in a newspaper of general circulation in such county. Publication of such notice shall be made two times, once each week for two consecutive weeks, and proof of such publication shall be furnished by the applicant to the state reclamation engineer.~~

CRITICAL GROUND WATER AREA.—"Critical ground water area" ~~means~~ is defined as any ground water basin, or designated part thereof, not having sufficient ground water to provide a reasonably safe supply for irrigation of cultivated lands in the basin at the then current rates of withdrawal, as may be determined and designated, from time to time, by the state reclamation engineer.

In the event the application for permit is made with respect to an area that has not been designated as a critical ground water area the state reclamation engineer shall forthwith issue a permit in accordance with the provisions of section 42-234. ~~without requiring compliance with the provisions of the preceding paragraph of this section or the provisions of section 42-233.~~

In the event the application for permit is made in an area which has been designated as a critical ground water area, if the state reclamation engineer from the investigation made by him on said application as herein provided, or from the investigation made by him in determining the area to be critical, or from other information that has come officially to his attention, has reason to believe that there is insufficient water available subject to appropriation at the location of the proposed well described in the application, the state reclamation engineer may forthwith deny said application; provided, however, that if ground water at such location is available in a lesser amount than that applied for the state reclamation engineer may issue a permit for the use of such water to the extent that such water is available for such appropriation.

Any applicant dissatisfied with the decision of the state reclamation engineer may appeal to the district court in the manner provided for in Section 42-237e.

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~~these and other facts relating to the development of irrigation on such stream shall be carefully posted on such map. As a result of these surveys and investigations, the state reclamation engineer shall compile a report and tabulation in the nature of a proposed finding of water rights which shall be kept as current as practical.~~

SECTION 2. That Chapter 2, Title 42, Idaho Code, be, and the same is hereby amended by adding a new section thereto following Section 42-225, to be known and designated as Section 42-225a, and to read as follows:

~~42-225a. FILING OF CLAIMS OF RIGHTS ESTABLISHED BY DIVERSION AND USE — FORM AND CONTENT OF CLAIM.—~~In order to assist in the completion of the survey of appropriations as provided in the previous section and to allow for the recording of historic uses of the waters of this state, any person claiming rights to the use of water which have heretofore been established by diversion and application to a beneficial use may file a claim of such right with the department of reclamation. Such claim shall be in affidavit form on forms furnished by the department of reclamation and shall set forth:

- a. The name and post office address of the claimant.
- b. The quantity of water claimed to have been used.
- c. The source of the water supply.
- d. The location of the point or points of diversion.
- e. The nature of the use and the period during each year when the water is used for such purposes.
- f. The priority of the right claimed which shall be determined by the date when the water was first applied to a beneficial use provided there has been no period of abandonment or nonuse of the water since that date.
- g. If water is claimed for irrigation, the legal description of the lands irrigated.
- h. Such other information as shall be required by the blank form furnished by the department.

~~Such claim may be accompanied by maps showing the place of use, affidavits of witnesses familiar with the uses claimed, measurements of the water diverted and used, and such other information as the claimant may wish to submit.~~

SECTION 3. That Chapter 2, Title 42, Idaho Code, be,

and the same is hereby amended by adding a new section thereto following Section 42-225a, to be known and designated as Section 42-225b, and to read as follows:

~~42-225b. RECORDING OF CLAIMS BY DEPARTMENT—CORRECTIONS.~~— Upon receipt of any claim submitted under this chapter, together with the statutory filing fee of \$10.00, it shall be the duty of the department of reclamation to file and to maintain a record of such claim, which shall be available for public inspection during all normal office hours. The department shall also cause a notice to be published once a week for two consecutive weeks in a newspaper published and of general circulation in the county where the water is claimed to be diverted, if there is such a newspaper, otherwise in a newspaper of general circulation in the county, which said notice shall set forth such information as shall apprise the public of the nature of the claim which has been filed. At any time after the filing of a claim under the previous section, any person who disagrees that a right has been established as set forth in said claim may file an exception thereto in duplicate, in affidavit form, accompanied by such proof as said person deems appropriate. An exception filed shall be made a part of the file of the claim in the department of reclamation and shall be considered the same as other evidence in said file. A copy of an exception filed shall be forwarded to the claimant by the department of reclamation. Such claims may be corrected by the claimant only by filing of an amended claim in the same form as the original, which shall be recorded and numbered by the department the same as the original, and for which no additional filing fees shall be required.

Approved April 10, 1967.

CHAPTER 339

(H. B. No. 291, As Amended in the Senate)

AN ACT

REPEALING AND REENACTING SECTION 42-238, IDAHO CODE, RELATING TO LOGS OF WELL DRILLERS; PRESCRIBING THE POWERS AND DUTIES OF THE STATE RECLAMATION ENGINEER; PROVIDING FOR THE LICENSING OF WELL DRILLERS; PROVIDING FOR A WELL DRILLERS REPORT; PROVIDING FOR ADOPTION OF STANDARDS FOR WELL

CONSTRUCTION; PROVIDING PENALTIES FOR VIOLATION
OF THIS ACT; PROVIDING FOR APPEALS.

Be It Enacted by the Legislature of the State of Idaho:

SECTION 1. That Section 42-238, Idaho Code, be, and the same is hereby repealed and reenacted to read as follows:

(1) **POWERS AND DUTIES OF THE STATE RECLAMATION ENGINEER.**—The state reclamation engineer is hereby vested with the powers and duties relating to the qualifications and licensing of well drillers as provided for in this act so as to protect the ground water resources against waste and contamination. The state reclamation engineer is also authorized to adopt and enforce a code of standards of well construction necessary to protect the ground water resources as set forth in this act. The state reclamation engineer is also charged with the responsibility of collecting and filing for public use the well drillers' reports that are required in this act.

(2) **LICENSING OF WELL DRILLERS.**—It shall be unlawful for any person after July 1, 1967 to drill a well in Idaho without first obtaining a driller's license as provided herein. For the purposes of this act, a "person" shall be defined as any individual who drills or contracts to drill a water well for hire or otherwise in this state; it shall also be defined as any firm, copartnership, corporation or association which drills or contracts to drill a water well for hire or otherwise in this state except that employees of said firm, copartnership, corporation or association authorized to operate drilling equipment as the contractor's agent, shall not be required to obtain an individual well drilling license provided that the names and addresses of such employees are recorded with the state reclamation engineer. The license shall be obtained by filing with the form provided by the state reclamation engineer accompanied by a \$25.00 licensing fee. To determine the applicant's qualifications, the state reclamation engineer may require detailed information on the driller's past experience, and/or references, and/or an oral examination, and/or a written examination. The state reclamation engineer shall adopt rules and regulations for the licensing of well drillers in compliance with Chapter 52, Title 67, Idaho Code, and shall consider such factors as the applicant's (1) knowledge of Idaho water laws and the rules and regulations of the department of reclamation in connection with the drilling of

wells, (2) knowledge of proper well construction procedures and the water well construction standards adopted by the state reclamation engineer as provided in this act, (3) knowledge of the various types of drilling tools and their use, (4) general knowledge of underground geology and ground water hydrology and their relation to well construction, (5) ownership or access to equipment capable of adequately constructing a well, (6) knowledge of types of well casing and their use, (7) knowledge of special well drilling problems and their solution, and (8) previous drilling experience. A copy of the proposed rules and regulations for licensing of well drillers shall be furnished to each well driller holding a current license at the time such proposed rules and regulations are promulgated.

If it is determined that the applicant is not qualified, the state reclamation engineer shall deny the application and refund the licensing fee. If it is determined that the applicant is qualified, a license shall be issued upon the filing with the state reclamation engineer of a surety bond or cash bond in the penal sum of \$1,000, conditioned upon the proper compliance with the provisions of this act and the rules and regulations promulgated pursuant thereto. Such bond shall be made payable to the state reclamation engineer. A license issued under this section shall expire on June 30 of each year or upon revocation of the license by the state reclamation engineer as provided for in this act. The license can be renewed effective July 1 of each year upon written application on forms provided by the state reclamation engineer and the filing of a \$10.00 renewal fee. The renewal request must be accompanied by a new bond or evidence that the previous bond is still in effect. The renewal may then be granted by the state reclamation engineer if he determines that the driller has complied with the rules and regulations promulgated pursuant to this act. The fees collected for the licensing of well drillers shall be deposited in a special fund with the state treasurer with other fees collected by the department of reclamation.

The licensed driller shall have a card on hand, provided by the state reclamation engineer, to indicate his present license at all times when he is operating the drilling equipment. The state reclamation engineer may also require other identification to be posted on the drilling equipment as he deems helpful in the administration of this act.

(3) **WELL DRILLER'S REPORT.**—In order to enable a comprehensive survey of the extent and occurrence of

the state's ground water resource, every well driller is hereby required to keep a well log and pertinent data concerning each well, and its construction, that is drilled by him in Idaho, including wells excepted under Sections 42-201 and 42-202 of this title, and complete a report on forms furnished by the state reclamation engineer. These reports shall be properly prepared and signed by the driller and deposited with the state reclamation engineer within thirty days following the completion of the well. Said report shall become a permanent record in the office of the department of reclamation for hydrologic and geologic analysis and research, and shall be available for public use. The report shall include such data as the state reclamation engineer deems necessary to provide the information that will be valuable for future reference and study.

(4) WELL CONSTRUCTION STANDARDS. — The state reclamation engineer shall adopt minimum standards for water well construction in this state under the provisions of Chapter 52, Title 67, Idaho Code. Such standards shall require each well to be so constructed as to protect the ground water of the state from waste and contamination. Every licensed well driller will be furnished a copy of the adopted standards by the state reclamation engineer, and will be required to construct each well drilled after July 1, 1967 in compliance with the determined standards.

(5) PENALTIES FOR VIOLATION.—Failure of the driller to comply with the provisions of Section 42-238 (3) will allow the state reclamation engineer to proceed to collect the necessary data on the well or wells in any manner available to him, and the cost of this data collection may be charged against the driller's bond in the amount of the expenses incurred up to the total amount of the bond.

Failure of the driller to comply with the provisions of Section 42-238 (3) is also cause for the state reclamation engineer to revoke an active license, or refuse to renew a license, until such time as the well driller's report or reports are properly completed and on file in the office of the state reclamation engineer.

Failure of the driller to comply with the provisions of Section 42-238 (4) will allow the reclamation engineer to proceed to repair or reconstruct or plug a well so that it complies with the adopted minimum standards of well construction, and the costs of this work may be charged against the driller's bond in the amount of the expenses incurred up to the total amount of the bond.

Failure of the driller to comply with the provisions of Section 42-238 (4) is also cause for the state reclamation engineer to revoke an active license or refuse to renew a license until such time as the well driller has repaired or reconstructed the well or wells so that they meet the adopted minimum standards. The reclamation engineer may also require that the well driller present evidence to show that he and his equipment are now capable of constructing a well in a proper manner, before the license is renewed.

Revocation or refusal to renew a well driller's license shall be determined by the state reclamation engineer only after fifteen days' notice, setting forth reasons therefor, has been sent by certified mail to the well driller at his address of record with the department of reclamation. Any person violating any provision of this act shall be guilty of a misdemeanor as provided under Section 42-237g.

(6) APPEALS.—Any person dissatisfied with any decision, determination, order or action of the state reclamation engineer made pursuant to this act, may take an appeal therefrom under the provisions of Section 42-237e.

Approved April 10, 1967.

CHAPTER 340

(H. B. No. 316)

AN ACT

PROVIDING THAT THE DEPARTMENT OF PUBLIC WORKS UPON REQUEST OF THE DIVISION OF BUILDING SERVICES SHALL NEGOTIATE FOR, APPROVE, AND MAKE RENTAL AND LEASE AGREEMENTS FOR OFFICE OR BUILDING SPACE TO BE USED BY VARIOUS STATE DEPARTMENTS, AGENCIES AND INSTITUTIONS IN THE CITY OF BOISE; AND DECLARING AN EFFECTIVE DATE.

Be It Enacted by the Legislature of the State of Idaho:

SECTION 1. Upon the request of the division of building services, the department of public works shall negotiate for, approve, and make any and all lease or rental agreements for office or building space to be used by the various state departments, agencies and institutions in the city of Boise.

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Any person who shall feel aggrieved by any action of the board in denying, suspending, or revoking of his license, any scaler, seller, user, producer, buyer or hauler of forest products, whose good cause appears therefor who has been adversely affected by a checkcalling report, may appeal therefrom to the district court as provided in sections 67-5215 and 67-5216, Idaho Code, of the county in which he resides. Such appeal shall be perfected by filing with the clerk of the district court, within thirty (30) days after the action of the board of which complaint is made, a petition setting forth briefly the action complained of and wherein the petitioner has been deprived of any legal right. The petition shall constitute the complaint, and summons may be issued thereon directed to the board and served upon the president or secretary thereof. The pleadings thereafter shall conform to the practice in other civil proceedings. The court in its decree may sustain or reverse the action of the board and direct the board to take such further or other action as to the court may seem just and proper in the premises.

Approved March 13, 1970

CHAPTER 186
(H. B. No. 621)

AN ACT

RELATING TO DRUGS, PROVIDING THAT IN ANY COMPLAINT, INFORMATION, OR INDICTMENT, AND IN ANY ACTION OR PROCEEDING BROUGHT FOR THE ENFORCEMENT OF ANY OF THE PROVISIONS OF CHAPTERS 22, 25, 27, 28, 29, 30, 31, 32 OR 33, TITLE 37, IDAHO CODE, IT SHALL NOT BE NECESSARY TO NEGATE ANY EXCEPTION, EXCUSE, PROVISO, OR EXEMPTION, CONTAINED IN THOSE CHAPTERS, AND THE BURDEN OF PROOF OF ANY SUCH EXCEPTION, EXCUSE, PROVISO, OR EXEMPTION SHALL BE UPON THE DEFENDANT; AND DECLARING AN EMERGENCY.

Be It Enacted by the Legislature of the State of Idaho:

SECTION 1. In any complaint, information, or indictment, and in any action or proceeding brought for the enforcement of any of the provisions of Chapters 22, 25, 27, 28, 29, 30, 31, 32, or 33, Title 37, Idaho Code, it shall not be necessary to negate any exception, excuse, proviso, or exemption, contained in those chapters, and the burden of proof of any such exception, excuse, proviso, or exemption shall be upon the defendant.



SECTION 2. An emergency existing therefor, which emergency is hereby declared to exist, this act shall be in full force and effect on and after its passage and approval.

Approved March 13, 1970

CHAPTER 187
(H. B. No. 551, As Amended)

AN ACT

AMENDING SECTION 42-227, IDAHO CODE, RELATING TO USE OF WELLS FOR DOMESTIC PURPOSES, BY PROVIDING THAT THE DRILLING OF WELLS FOR DOMESTIC PURPOSES MUST BE DONE BY A LICENSED WELL DRILLER; AMENDING SECTION 42-228, IDAHO CODE, RELATING TO USE OF WELLS FOR DRAINAGE PURPOSES, BY PROVIDING THAT THE DRILLING OF WELLS FOR DRAINAGE PURPOSES MUST BE DONE BY A LICENSED WELL DRILLER; AMENDING SECTION 42-230, IDAHO CODE, RELATING TO DEFINITIONS, BY FURTHER DEFINING A WELL, AND BY FURTHER DEFINING DOMESTIC PURPOSES; AMENDING SECTION 42-238, IDAHO CODE, RELATING TO WELL DRILLERS, BY PROVIDING THAT A WELL DRILLER MUST BE LICENSED TO DRILL A WELL FOR DOMESTIC PURPOSES OR FOR DRAINAGE PURPOSES, AND BY DEFINING A PERSON AS ANY INDIVIDUAL WHO DRILLS A WATER WELL FOR HIMSELF OR ANOTHER IN THIS STATE, AND PROVIDING FOR WELL DRILLER'S REPORTS ON WELLS EXCEPTED UNDER SECTIONS 42-227 AND 42-228, IDAHO CODE; AND DECLARING AN EMERGENCY.

Be It Enacted by the Legislature of the State of Idaho:

SECTION 1. That Section 42-227, Idaho Code, be, and the same is hereby amended to read as follows:

42-227. DRILLING AND USE OF WELLS FOR DOMESTIC PURPOSES EXCEPTED. — The excavation and opening of wells and the withdrawal of water therefrom for domestic purposes shall not be in any way affected by this act; providing such wells and withdrawal devices are subject to inspection by the department of reclamation and the department of public health, and providing further that the drilling of such wells shall be subject to the licensing provisions of section 42-238. Rights to ground water

for such domestic purposes may be acquired by withdrawal and use.

SECTION 2. That Section 42-228, Idaho Code, be, and the same is hereby amended to read as follows:

42-228. DRILLING AND USE OF WELLS FOR DRAINAGE PURPOSES EXCEPTED. — The excavation and opening of wells and the withdrawal of water therefrom for the sole purpose of improving or preserving the utility of lands by draining them shall not be forbidden or governed by this act, and, likewise, there shall be excepted from the provisions of this act the excavation and opening of wells and withdrawal of water therefrom by canal companies, irrigation districts, and other owners of irrigation works for the sole purpose of recovering ground water resulting from irrigation under such irrigation works for further use on or drainage of lands to which the established water rights of the parties constructing the wells are appurtenant; providing that the drilling of such wells shall be subject to the licensing provisions of section 42-238, Idaho Code.

SECTION 3. That Section 42-230, Idaho Code, be, and the same is hereby amended to read as follows:

42-230. DEFINITIONS. — (a) “Ground water” is all water under the surface of the ground whatever may be the geological structure in which it is standing or moving.

(b) “Well” is an artificial excavation or opening in the ground more than eighteen (18) feet in vertical depth below land surface by which ground water is sought or obtained.

(c) “Well driller” is any person or group of persons who excavate or open a well or wells for compensation or otherwise upon the land of the well driller or upon other land.

(d) “Domestic purposes” is water for a single family household use and a sufficient amount for the use of domestic animals kept with and for the use of the household livestock, and water used for all other purposes not in excess of 13,000 gallons per day not to exceed one-half (½) acre of irrigated land.

(e) “Water right” is the legal right, however acquired, to the use of water for beneficial purposes.

SECTION 4. That Section 42-238, Idaho Code, be, and the same is hereby amended to read as follows:

42-238. WELL DRILLERS. — (1) Powers and Duties of the State Reclamation Engineer. The state reclamation engineer is hereby vested with the powers and duties relating to the qualifications and licensing of well drillers as provided for in this act so as to protect the ground water resources against waste and contamination. The state reclamation engineer is also

authorized to adopt and enforce a code of standards of well construction necessary to protect the ground water resources as set forth in this act. The state reclamation engineer is also charged with the responsibility of collecting and filing for public use the well drillers’ reports that are required in this act.

(2) Licensing of Well Drillers. It shall be unlawful for any person after July 1, 1967 to drill a well in Idaho, including wells excepted under sections 42-227 and 42-228, Idaho Code, without first obtaining a driller’s license as provided herein. For the purpose of this act, a “person” shall be defined as any individual who drills or contracts to drill a water well for hire or otherwise a water well for himself or another in this state; it shall also be defined as any firm, copartnership, corporation or association which drills or contracts to drill a water well for hire or otherwise in this state except that employees of said firm, copartnership, corporation or association authorized to operate drilling equipment as the contractor’s agent, shall not be required to obtain an individual well drilling license provided that the names and addresses of such employees are recorded with the state reclamation engineer. The license shall be obtained by filing with the state reclamation engineer an application in writing on a form provided by the state reclamation engineer accompanied by a \$25.00 licensing fee. To determine the applicant’s qualifications, the state reclamation engineer may require detailed information on the driller’s past experience, and/or references, and/or an oral examination, and/or a written examination. The state reclamation engineer shall adopt rules and regulations for the licensing of well drillers in compliance with chapter 52, title 67, Idaho Code, and shall consider such factors as the applicant’s (1) knowledge of Idaho water laws and the rules and regulations of the department of reclamation in connection with the drilling of wells, (2) knowledge of proper well construction procedures and the water well construction standards adopted by the state reclamation engineer as provided in this act, (3) knowledge of the various types of drilling tools and their use, (4) general knowledge of underground geology and ground water hydrology and their relation to well construction, (5) ownership or access to equipment capable of adequately constructing a well, (6) knowledge of types of well casing and their use, (7) knowledge of special well drilling problems and their solution, and (8) previous drilling experience. A copy of the proposed rules and regulations for licensing of well drillers shall be furnished to each well driller holding a current license at the time such proposed rules and regulations are promulgated.

If it is determined that the applicant is not qualified, the state reclamation engineer shall deny the application and refund the licensing fee.

If it is determined that the applicant is qualified, a license shall be issued upon the filing with the state reclamation engineer of a surety bond or cash bond in the penal sum of \$1,000, conditioned upon the proper compliance with the provisions of this act and the rules and regulations promulgated pursuant thereto. Such bond shall be made payable to the state reclamation engineer. A license issued under this section shall expire on June 30 of each year or upon revocation of the license by the state reclamation engineer as provided for in this act. The license can be renewed effective July 1 of each year upon written application on forms provided by the state reclamation engineer and the filing of a \$10.00 renewal fee. The renewal request must be accompanied by a new bond or evidence that the previous bond is still in effect. The renewal may then be granted by the state reclamation engineer if he determines that the driller has complied with the rules and regulations promulgated pursuant to this act. The fees collected for the licensing of well drillers shall be deposited in a special fund with the state treasurer with other fees collected by the department of reclamation.

The licensed driller shall have a card on hand, provided by the state reclamation engineer, to indicate his present license at all times when he is operating the drilling equipment. The state reclamation engineer may also require other identification to be posted on the drilling equipment as he deems helpful in the administration of this act.

(3) **Well Driller's Report.** In order to enable a comprehensive survey of the extent and occurrence of the state's ground water resource, every well driller is hereby required to keep a well log and pertinent data concerning each well, and its construction, that is drilled by him in Idaho, including wells excepted under sections 42-227 and 42-228 of this title, and complete a report on forms furnished by the state reclamation engineer. These reports shall be properly prepared and signed by the driller and deposited with the state reclamation engineer within thirty days following the completion of the well. Said report shall become a permanent record in the office of the department of reclamation for hydrologic and geologic analysis and research, and shall be available for public use. The report shall include such data as the state reclamation engineer deems necessary to provide the information that will be valuable for future reference and study.

(4) **Well Construction Standards.** The state reclamation engineer shall adopt minimum standards for water well construction in this state under the provisions of chapter 52, title 67, Idaho Code. Such standards shall require each well to be so constructed as to protect the ground water of the state from waste and contamination. Every licensed well driller will be furnished a copy of the adopted standards by the state reclamation engineer, and will be

required to construct each well drilled after July 1, 1967 in compliance with the determined standards.

(5) **Penalties for Violation.** Failure of the driller to comply with the provisions of section 42-238(3) will allow the state reclamation engineer to proceed to collect the necessary data on the well or wells in any manner available to him, and the cost of this data collection may be charged against the driller's bond in the amount of the expenses incurred up to the total amount of the bond.

Failure of the driller to comply with the provisions of section 42-238(3) is also cause for the state reclamation engineer to revoke an active license, or refuse to renew a license, until such time as the well driller's report or reports are properly completed and on file in the office of the state reclamation engineer.

Failure of the driller to comply with the provisions of section 42-238(4) will allow the reclamation engineer to proceed to repair or reconstruct or plug a well so that it complies with the adopted minimum standards of well construction, and the costs of this work may be charged against the driller's bond in the amount of the expenses incurred up to the total amount of the bond.

Failure of the driller to comply with the provisions of section 42-238(4) is also cause for the state reclamation engineer to revoke an active license or refuse to renew a license until such time as the well driller has repaired or reconstructed the well or wells so that they meet the adopted minimum standards. The reclamation engineer may also require that the well driller present evidence to show that he and his equipment are now capable of constructing a well in a proper manner, before the license is renewed.

Revocation or refusal to renew a well driller's license shall be determined by the state reclamation engineer only after fifteen (15) days' notice, setting forth reasons therefor, has been sent by certified mail to the well driller at his address of record with the department of reclamation. Any person violating any provision of this act shall be guilty of a misdemeanor as provided under section 42-237g.

(6) **Appeals.** Any person dissatisfied with any decision, determination, order or action of the state reclamation engineer made pursuant to this act, may take an appeal therefrom under the provisions of section 42-237e.

SECTION 5. An emergency existing therefor, which emergency is hereby declared to exist, this act shall be in full force and effect on and after its passage and approval.

Approved March 13, 1970

EXHIBIT K



INSTRUMENT NO 720649 LICENSE AGREEMENT

LICENSE AGREEMENT, Made and entered into this 18th day of December, 1973, by and between NAMPA & MERIDIAN IRRIGATION DISTRICT, an irrigation district organized and existing under and by virtue of the laws of the State of Idaho, party of the first part, hereinafter referred to as the "District", and BYRON V ANDERSON and SONYA J ANDERSON, husband and wife, parties of the second part, hereinafter referred to in the singular as "Anderson";

W I T N E S S E T H:

WHEREAS, Anderson is the owner of the real property (burdened with the easement of the District hereinafter mentioned) situate in the County of Canyon, State of Idaho, particularly described as follows:

A portion of the Southwest Quarter of the Southwest Quarter of Section 2, Township 2 North, Range 2 West B.M. described as commencing at the Southwest corner of said Southwest Quarter of Section 2, Township 2 North, Range 2 West B.M., thence East along the South line of said Section to the center of the drain ditch as now located; thence Northwesterly along the center of said drain ditch a distance of 22 rods; thence East from the center of said drain ditch, as now located, a distance of 22 feet; thence Northwesterly and parallel with said drain ditch to a point 100 feet from the North boundary line of said Southwest Quarter of the Southwest Quarter of Section 2, Township 2 North, Range 2 West B.M., thence West to the West line of said Southwest Quarter of the Southwest Quarter; thence South along the West boundary line of said Southwest Quarter of the Southwest Quarter to the point of beginning, being approximately 13.75 acres.

EXHIBIT K

and,

WHEREAS, the District is the owner of the ditch known as Bray Lateral, together with the easement therefor, including the easement to convey drainage and irrigation water in such ditch and the easement to operate, maintain and repair such ditch, and which ditch is an integral part of the irrigation and drainage works and system of the District and which ditch and the said easements therefor cross and intersect said described real property of Anderson as shown on Exhibit A attached hereto; and,

WHEREAS, the District owns two artesian wells (formerly known as the "Hosack Wells" but now generally known as, and hereinafter referred to as, the "Patterson Wells") which are located in the Northwest Quarter of the Northwest Quarter of Section 11, Township 2 North, Range 2 West, Boise Meridian, in Canyon County, Idaho, which the District uses for drainage purposes and to supply supplemental irrigation water, the water from said wells being discharged into said Bray Lateral to accomplish such drainage; and,

WHEREAS, the Patterson Wells were located along side the bank of the Bray Lateral, but a diversion from that point to the Wilson Drain was constructed by the District to receive the additional flow from the Patterson Wells at such time such flow could not be delivered through the Bray Lateral for irrigation use, and,

WHEREAS, all such references herein to use or development of additional discharge waters shall be consistent with and subservient to such diversion alterations between the aforementioned drain and lateral of the District, including whatever demands the

United States may make in conjunction with the use of the Wilson Drain, which is a part of its Boise Project drainage works; and,

WHEREAS, all references hereinafter appearing as the Bray Lateral shall be construed and interpreted to mean diversion under such circumstances and to either or both waterways as the District may from time to time determine to be convenient.

WHEREAS, Anderson desires to establish a fish farm on his lands hereinbefore described (which lands are hereinafter referred to as the "Anderson property") and desires to utilize the water flowing from said wells of the District to furnish a portion of the water required for such fish farm, and desires to drill five (5) artesian wells on the Anderson property to furnish the balance of the water required for such fish farm, and desires to utilize the said Bray Lateral for the purpose of draining from the Anderson property the water used in, upon and for said fish farm; and,

WHEREAS, the District is willing to give Anderson a license for the use of water from the said Patterson Wells and for the use of said Bray Lateral for drainage purposes, upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, for and in consideration of the premises and of the covenants, agreements and conditions hereinafter set forth, the parties hereto agree each with the other as follows:

Anderson shall have the right to use the water which shall from time to time flow from said Patterson Wells, for purposes of fish propagation on the Anderson property hereinbefore described

and shall have the right to construct at the said Patterson Wells and in the Bray Lateral on the said Anderson property such diversion and transmission facilities as shall be necessary to transmit the water from the Patterson Wells to the fish farm facilities.

Anderson expressly agrees that the use of water from the Patterson Wells shall not be a consumptive use and that Anderson shall discharge into the Bray Lateral at the lower end of Anderson's facilities the same quantity of water as Anderson diverts into his facilities from the Patterson Wells, diminished only by a normal evaporation loss.

Anderson agrees that the wells to be drilled by him on the fish farm shall not be operated in such manner as to interfere with, or diminish, the flow of water from the Patterson Wells. However, the District agrees that, in conjunction with the use of water from the wells to be drilled by Anderson, the flow from the Patterson Well may be decreased at any time when the Anderson wells are producing, and discharging into the Bray Lateral, either directly or through the fish propagation facilities of Anderson, a quantity of water equivalent to the quantity by which the flow from the Patterson Wells is then decreased.

Anderson acknowledges and agrees that the District neither guarantees any flow of water from the Patterson Wells nor agrees to supply to Anderson any specific quantity of water from the Patterson Wells. Anderson's use rights under this agreement shall be limited to whatever quantity of water is being produced by the Patterson Well at any particular time.

The right and authority to control flow of water from the Patterson Wells shall at all times be vested in the District, and it shall be Anderson's responsibility to request the water

superintendent of the District to make any changes desired by Anderson in the amount of water being discharged from the Patterson Wells.

Anderson understands and agrees that the water flowing from the Patterson Wells is delivered by the District to its water users for irrigation purposes, from time to time, and that it is essential that the quantity of water flowing from the Patterson Wells must not be diminished, except for evaporation losses, by reason of being diverted into Anderson's fish propagation facilities. Therefore, Anderson expressly agrees that if, at any time during any irrigation season, the quantity of water being discharged into the Bray Lateral from Anderson's fish propagation facilities is less than the amount of water flowing from the Patterson Wells, the District, upon one hour's notice to Anderson, given to Anderson or to his employees or agents at the said fish farm, shall have the right to adjust the control devices at Anderson's diversion facilities as may be required to increase the flow of water in the Bray Lateral to that quantity which is being discharged by the Patterson Wells. In that regard, it shall be Anderson's responsibility to have someone available at said fish farm at all times to receive such notices from the District.

Anderson agrees to pay the District the sum of \$100.00 annually to defray additional expenses incurred by provisions of this license agreement and such amount is to be paid on or before the 15th day of December each year and such amount will be subject to review or change at the request of Anderson

or the District at the first regular meeting of the Board of Directors of the District occurring within the month of payment.

Anderson shall have the right to discharge into the Bray Lateral the water used by Anderson in his fish farming operations on the Anderson property. In that regard, the parties understand and agree that the District heretofore has utilized said Bray Lateral for the transmission of as much as 1200 miners' inches of drainage water flowing from the Patterson Wells and from other sources. It is further understood and agreed that Anderson shall be required to perform any work and furnish any materials which may be required to enlarge the Bray Lateral so as to carry any additional water that Anderson discharges into the Bray Lateral, over and above the quantity of water heretofore conveyed by the District in the Bray Lateral. Any such enlargement of the Bray Lateral, and any other work done by Anderson under the license herein granted, shall be accomplished by Anderson at his own expense and without any expense whatsoever to the District.

If additional easements are required for the purpose of carrying additional water in the Bray Lateral, over and above the quantity of water that can be accommodated by the rights of way of the District, those easements shall be obtained by Anderson and any expense involved in establishing or acquiring such easements shall be paid by Anderson.

The parties understand and agree that the Bray Lateral runs northwesterly from Patterson Wells, along the northeasterly boundary line of the fish farm, and that Anderson will construct

diversion facilities below those of the fish farm to operate in the same manner as that now existing at the Patterson Wells site and provide the District its option of diversion at such location. Anderson shall construct his discharge facilities in such manner as not to cause any erosion of the banks, sides or bottom of the Bray Lateral.

No diversion, transmission or discharge facilities shall be constructed by Anderson under the rights herein granted until the plans and specifications for such diversion facilities or such transmission or discharge facilities have been examined by, and approved by, the Board of Directors of the District and the engineers for the District. Any construction by Anderson shall be in accordance with such approved plans and specifications and no water from the Patterson Wells shall be diverted by Anderson until the completed construction of the diversion, transmission, and discharge facilities has been approved by the District and by its engineers.

Anderson agrees that he shall construct his facilities and conduct his fish farming operations in such manner as to insure that no pollutants, solid waste materials or any materials detrimental to soil, vegetation or livestock shall be discharged into the Bray Lateral. In that regard, Anderson expressly understands and agrees that in the event of a controversy between the parties regarding the discharge of pollutants, solid waste materials or any materials detrimental to soil, vegetation or livestock, it shall be Anderson's burden to prove that pollutants or solid waste materials are not

being discharged into Bray Lateral, and to prove that any other material being discharged into the Bray Lateral is not detrimental to soil, vegetation or livestock.

Anderson agrees that the District shall have the right to utilize, for irrigation purposes, the water produced by the wells to be drilled on the said Anderson property by Anderson, after such water has been used by Anderson in his fish farming operations, and that such right shall be prior and superior to the rights of any other persons claiming, under Anderson, the right to use said water from the Anderson wells.

All facilities constructed or used by Anderson under the license herein granted shall be constructed, maintained and kept in repair and kept clean at all times, by Anderson, and at the cost and expense of Anderson, and the conduit between the Patterson Wells and the Bray Lateral shall be maintained and kept in repair and kept clean at all times for the full flow of water therein, by Anderson, and at the cost and expense of Anderson.

Anderson agrees to construct and maintain his diversion, transmission and discharge facilities in a safe condition, all to the end that said facilities shall not constitute a hazard to any person or persons, and to indemnify and keep indemnified the District from all claims for damages arising out of any hazard or negligence in the construction, operation, maintenance and repair of said facilities or the failure of Anderson to keep the same in safe condition.

The construction, maintenance and repair of such diversion, transmission and discharge facilities shall be accomplished by Anderson at such times and in such seasons and in such manner so as not to interrupt or interfere with the flow of drainage or irrigation water in Bray Lateral or with the delivery of irrigation water by the District to any of its landowners.

Anderson agrees to indemnify and keep indemnified the District from all claims of any of its landowners for damages from the impairment of the flow of drainage or irrigation water in Bray Lateral which may be caused by said facilities of Anderson, or any use or condition thereof at any time or from the impairment of the flow of drainage or irrigation water therein from the failure of Anderson to maintain and keep in repair the said facilities of Anderson or to maintain and keep clean the conduit in said facilities of Anderson for the full flow of irrigation water through said facilities of Anderson.

Nothing herein contained shall be construed to impair the easement and right of way of the District in the Bray Lateral and all uses of said Bray Lateral and the said facilities of Anderson to be constructed and used, and the license herein provided therefor, shall remain inferior and subservient to the rights of the District in the Patterson Wells and to the use of said Bray Lateral for the transmission of drainage and delivery of irrigation water.

The District reserves the right, at its option, to remove any impediment to the flow of water through said facilities of Anderson and any hazards to persons or property which may arise by reason of the construction or condition of said facilities of Anderson at any time, and Anderson agrees to pay to the District, on demand, the costs which shall be reasonably expended for such purposes. If Anderson shall fail in any respect to properly maintain and repair such facilities of Anderson, then the District, at its option, and without impairing or in anywise affecting its other rights and remedies hereunder, shall have the right to perform the necessary maintenance and repairs and Anderson agrees to pay to the District, on demand, the cost which shall be reasonably expended for such purposes.

The parties hereto understand and agree that the District has no right to in any respect impair the uses and purposes of the irrigation and drainage works and system of the District, by this contract, nor to grant any rights in its irrigation and drainage works and system incompatible with the uses to which such irrigation and drainage works and system are devoted and dedicated and that this contract shall be at all times construed according to such principles.

In the event of the failure, refusal or neglect of Anderson to comply with all of the terms and conditions of this contract, then the license of Anderson under the terms hereof may be terminated by the District, and all structures in or over said Patterson

Wells and said Bray Lateral, and the rights of way therefor, which may impede or restrict the maintenance and operation of such wells or such ditch by the District with its equipment for the maintenance of its system may be removed by the District.

The covenants, conditions and agreements herein contained shall constitute covenants to run with, and running with, all of the lands of Anderson hereinbefore described and shall be binding on each of the parties hereto and on all parties and all persons claiming under them or either of them, and the advantages hereof shall inure to the benefit of each of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the District has hereunto caused its corporate name to be subscribed by its officers first thereunto duly authorized by resolution of its Board of Directors and Byron V Anderson and Sonya J Anderson, husband and wife, have hereunto subscribed their names, all as of the day and year herein first above written.

NAMPA & MERIDIAN IRRIGATION DISTRICT

By Clarence L Gharring
Clarence L Gharring, President

ATTEST:

Joseph C Voight
Joseph C Voight, Secretary

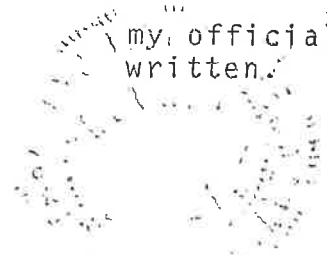
Byron V Anderson
Byron V Anderson

Sonya J Anderson
Sonya J Anderson

STATE OF IDAHO)
COUNTY OF CANYON) ss

On this 18th day of December, 1973, before me, the under-
signed, a Notary Public in and for said State, personally appeared
CLARENCE L GHARRING and JOSEPH C VOIGHT, respectively, known
to me to be the President and Secretary, respectively, of the
irrigation district that executed the foregoing instrument, and
acknowledged to me that such irrigation 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.


Glenn S. Scholten
Notary Public for the State of Idaho
Residing at Nampa, Idaho

STATE OF IDAHO)
COUNTY OF CANYON) ss

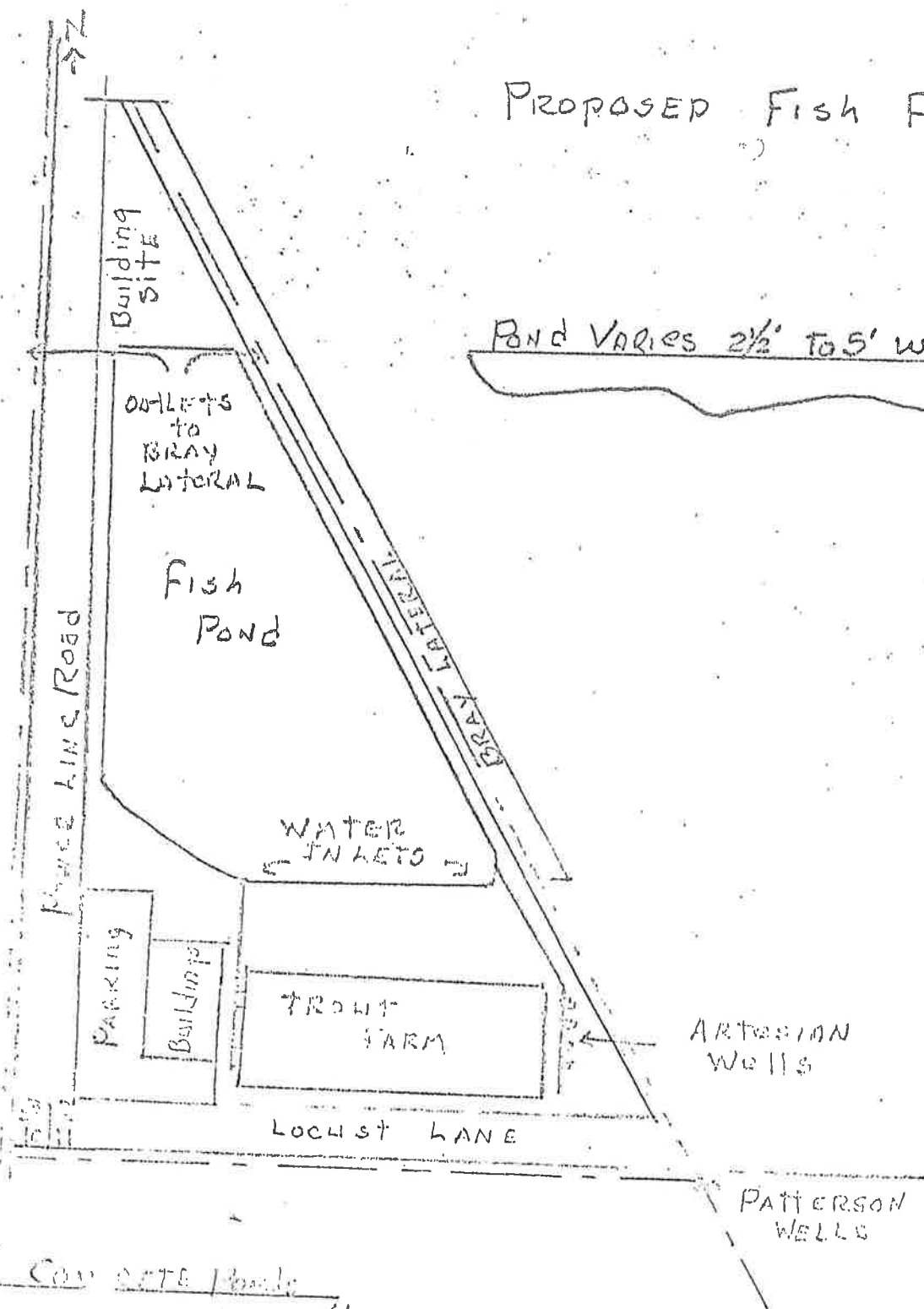
On this 18th day of December, 1973, before me, the under-
signed, a Notary Public in and for said State, personally appeared
BYRON V ANDERSON and SONYA J ANDERSON, husband and wife, known
to me to be the persons whose names are subscribed to the within
instrument and acknowledged to me that they executed the same.

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


Glenn S. Scholten
Notary Public for the State of Idaho
Residing at Nampa, Idaho

PROPOSED FISH FARM

Pond VARIES 2 1/2' to 5' water depth



CON SITE Ponds

- 10- 3' x 60' x 3 1/2'
- 4- 15' x 150' x 4'
- 2- 15' x 150' x 4'

WATER DISSEMINATION

App. 800' Above Meridian
1" to 200' Below Meridian

PATENTED FISH FARM

Byron V. Anderson
1515 Acres in Sec 2
T 2N, R 2W, B 1M
11/11/11
11/11/11
11/11/11

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
BENEFICIAL USE FIELD REPORT

A. GENERAL INFORMATION

1. Owner: State of Idaho 2nd & Home Permit No. 63-7879
Current Address: P.O. Box 25, Boise, Idaho Phone No. 465-5005
2. Accompanied by: Walt Rast & Rick Towell 83707
Address: Nampa Hatchery EXAM. DATE: 6-4-91
Relationship to Permit Holder: Hatchery manager and Asst. Mgr Phone No. same
3. Source: groundwater tributary to William River

B. OVERLAP REVIEW

1. Other water rights with same place of use: 63-9194, 63-03333 ☐ Copies Attached
2. Other water rights with same point of diversion: 63-9194, 63-3333 ☐ Copies of Field Exam's Attached

C. SYSTEM DESCRIPTION

1. Diversion System Diagram: Indicate all major components and distances between components. Indicate weir size/ditch size/pipe i.d. as applicable. ☒ Alternative diagram attached

See attached

Scale: 1" = _____

2. ☒ Copy of U.S.G.S. Quadrangle Attached
Showing location(s) of point(s) of diversion and
place(s) of use (required). ☐ Aerial Photo Attached
☒ Photo of Diversion and System Attached
(required for all but single household domestic groundwater, and stockwater.
(required for irrigation of 10 acres or more).

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System Description (continued)

3. Narrative: Description (As operating at time of measurement. Indicate pressure, number of sprinklers, etc.)

See attached

☐ See Remarks on page 4 for continuation

4.

Well or Diversion Identification No.*	Motor Make	Hp	Motor Serial No.	Pump Make	Pump Serial No. or Discharge Size
<i>See attached list</i>					

*Code to correspond with No. on map and aerial photo

5. Point(s) of Diversion:

Ident. No.	Gov't. Lot	1/4	1/4	1/4	Sec.	Twp.	Rge.	County	Method of Determination/Remarks
					2	2N	2W	Canyon	Ortho photo quad map.
					11	2N	2W	Canyon	"

6. Place(s) of Use:

Indicate Method of Determination

Twp.	Rge.	Sec.	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	
2N	2W	2																	

Do not use this space

JUN 13 1994

Do not use this space

D. FLOW MEASUREMENTS

☐ Additional Data Sheets Attached

1.

Measurement Equipment	Type	Make	Model No.	Serial No.	Size	Calib. Date
current meter	AA	Scientific Instruments		090125		
current meter	AA	Scientific Instruments		090137		

2. Measurements:

Open channel measurements were taken simultaneously at two locations in concrete channels containing the inflow from 7 wells - 3 in one and 4 in the other. at the same time IFEG personnel measured the outflow over dam boards at the tail end of the raceways receiving the inflow for comparison and calibration of IFEG measurement methods.

E. FLOW CALCULATIONS

☒ Additional Computation Sheets Attached

1. Measured Method:

$$IDWR \text{ measurements} = 162 + 15.68 = 31.88 \text{ cfs}$$

$$IFEG \quad \quad \quad = 35.41 \text{ cfs}$$

2. Alternate Method for Checking Purposes:

F. PUMP EFFICIENCY DATA (Optional)

Discharge Pressure: _____ psi x 2.31 = _____ ft (1); Dynamic pumping level: _____ ft (2)

Total Head: (1) + (2) = _____ (3) ; Flow rate: _____ cfs (4)

Water HP: (3) x (4) ÷ 8.8 = _____ (5)

Meter Input KW: 3.6 x _____ KH x _____ CTR or _____ MULT x _____ PTR x _____ N/ _____ T = _____ (6)

Meter Input HP: (6) x 1.34 = _____ (7)

Panel Input KW: _____ Ave PF x _____ Ave Volts x _____ Ave Amps x .001732 = _____ (6)

Panel Input HP: (6) x 1.34 = _____ (7) Efficiency: (5)/(7) x 100 = _____ %

G. VOLUME CALCULATIONS

1. Volume Calculations for Irrigation:

$V_{I.R.} = (\text{Acres Irrigated}) \times (\text{Irrigation Requirement}) =$ _____

$V_{D.R.} = [\text{Diversion Rate (cfs)}] \times (\text{Days in Irrigation Season}) \times 1.9835 =$ _____

$V = \text{Smaller of } V_{I.R.} \text{ and } V_{D.R.} =$ _____

2. Volume Calculations for Other Uses:

$$V_{DIR} = 25 \text{ cfs} \times 365 \times 1.9835 = 18,099.4 \text{ afa.} - \text{Smaller}$$

$$V_{REQ} = 2.3 \text{ AF} \times \underset{\substack{\downarrow \text{change} \\ \text{hr}}}{3 \text{ changes}} \times \underset{\substack{\text{day} \\ \text{day}}}{24 \text{ hrs}} \times \underset{\substack{\text{day} \\ \text{day}}}{365 \text{ days}} = 60,444 \text{ AFA}$$

TOTAL RACEWAY VOL. (max) REQ'D

JUN 13 1994

H. REMARKS AND OVERLAP REVIEW ANALYSIS

This permit and 63-9194 use the same sources and same places of use. Other rights in same DQ don't affect this permit.

See attached narrative for additional remarks.

Remarks:

6 points of diversion in SWSW Sec 2, T02N R02W

2 points of diversion in NWNW Sec 11, T02N R02W

Note:

Total volume required by ~~system~~^{hatchery} based on 3 changes/hour^{water}.

Total volume supplied by system equivalent to one change/hour when all raceways are in use.

I. RECOMMENDATIONS

1. Recommended Amounts

Beneficial Use	Period of Use		Rate of Diversion Q (cfs)	Annual Volume V (afa)
	From	To		
<u>Fish propagation</u>	<u>1-1</u>	<u>12-31</u>	<u>25 cfs</u>	<u>18,099.4 cfs</u>
Totals:			<u>25 cfs</u>	<u>18,099.4 cfs</u>

2. Recommended Amendments

☐ Change P.D. as reflected above

☒ Add P.D. as reflected above

☐ None

☐ Change P.U. as reflected above

☐ Add P.U. as reflected above

☐ Other

J. AUTHENTICATION

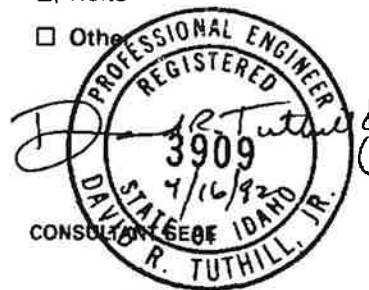
Field Examiner's Name

Signature

Certification Date

Field Report Preparation Date

Melvin T. Schulte
Melvin T. Schulte
4/16/92
8-19-91



K. Licensing recommendation shall be prepared by an Idaho Department of Water Resources employee on a computer printout attached hereto.

JUN 13 1994

63 -
Water Right No.
(if applicable)

A. GENERAL INFORMATION

- GENERAL INFORMATION
1. Name of stream or ditch: Fish & Game Raceway # South Channel .92
2. Location: Nampa Fish Hatchery
3. Person conducting measurement: Mal Schulte & Sara West .94
4. Date and time of measurement: June 4, 1991
5. Accompanied by: Walt Rast + Rick Lovel .96
6. Measuring device size and ID no.: Double AA meter # 090125
7. Spin test before measurement OK? yes after measurement OK? ✓ .97
8. Purpose of measurement: Bu exam .98

B. MEASUREMENT DATA

[illegible]

Wells 1, 2 & 3

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES03-9194
03-7879
Water Right No.
(if applicable)

Open Channel Discharge Measurement Notes

A. GENERAL INFORMATION

1. Name of stream or ditch: North Concrete Channel
2. Location: Nampa Fish Hatchery
3. Person conducting measurement: Cindy / Mark / Dave
4. Date and time of measurement: 6-4-91
5. Accompanied by: Walt Rast / Rick Lowell
6. Measuring device size and ID no.: 090137 AA meter
7. Spin test before measurement OK? ✓ after measurement OK? ✓
8. Purpose of measurement: Blue box

B. MEASUREMENT DATA

Angle co-efficient	Dist. from initial point	Width	Depth	Observation depth	Revolutions	Time in seconds	VELOCITY		Adjusted for hor. angle or	Area	Discharge
							At point	Mean in vertical			
LEW = .25 on stick											
	.25	.5	2.2	.2	41	60	1.5	1.35		1.1	1.49
				.8	33		1.2				
	.75			.2	38		1.4	1.18			1.30
				.8	26		.96				
→	1.25			.2	44		1.6	1.35			1.49
				.8	31		1.1				
	1.75			.2	42		1.5	1.20			1.43
				.8	31		1.1				
	2.25			.2	42		1.5	1.20			1.32
				.8	23		.9				
	2.75			.6	22			.82			.90
	3.25				30			1.11			1.22
	3.75				32			1.18			1.30
	4.25				31			1.15			1.27
	4.75				32			1.18			1.30
	5.25				31			1.15			1.27
	5.75				34			1.26			1.39
	6.0 REW										
											15.68

JUN 8 1994

63-9194 & 63-7879 WELL AND PUMP INFORMATION

Well ID #	Motor Make	HP	Model #	Pump make	Model #
#1	U.S.	30	286TPH	Cascade	13413
#2	U.S.	30	286TPH	Cascade	13414
#3	Red Jacket	7.5	256UP	Jemco	4314
#4	A.O. Smith	15	74480	Cascade	3057
#5	GE	15	N05FJ6802515	Cascade	3018
#6	U.S.	7.5	256UP	Aurora	V77-70388
#7	U.S.	7.5	256UP	Jemco	4315
#8	U.S.	10	256TP	Aurora	3X3X72822

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#1
Well site #1



#2
Well site #2

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#3

Well site #3



#4

Well site #4

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#5

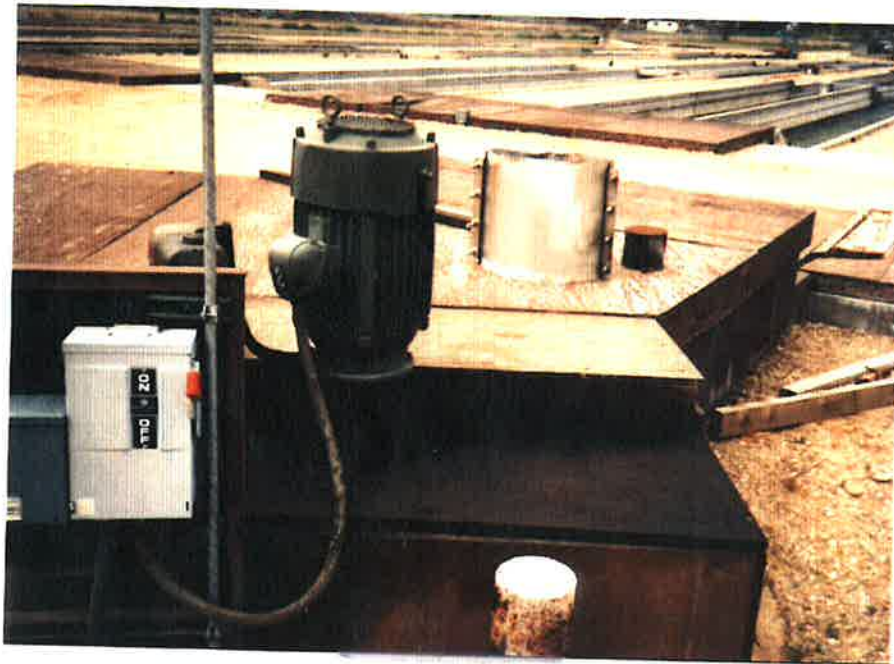
Well site #5



#6.

Well site #6

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#7

Well site # 7



#8

Well site # 8
adjacent to
fingerling raceways

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#9.

Collection tanks that receive water from wells #1 & #2 situated in the background of picture between the tanks.



#10

View of hatchery from site of wells #1 & #2

REC-111-111
JUN 13 1994



#11

View of "A" ponds
aka fingerling
raceways looking
Northwest



#12

"B" raceways
to the left and
"C" raceways to
the right looking
East from office

JUN 13 1994



#13

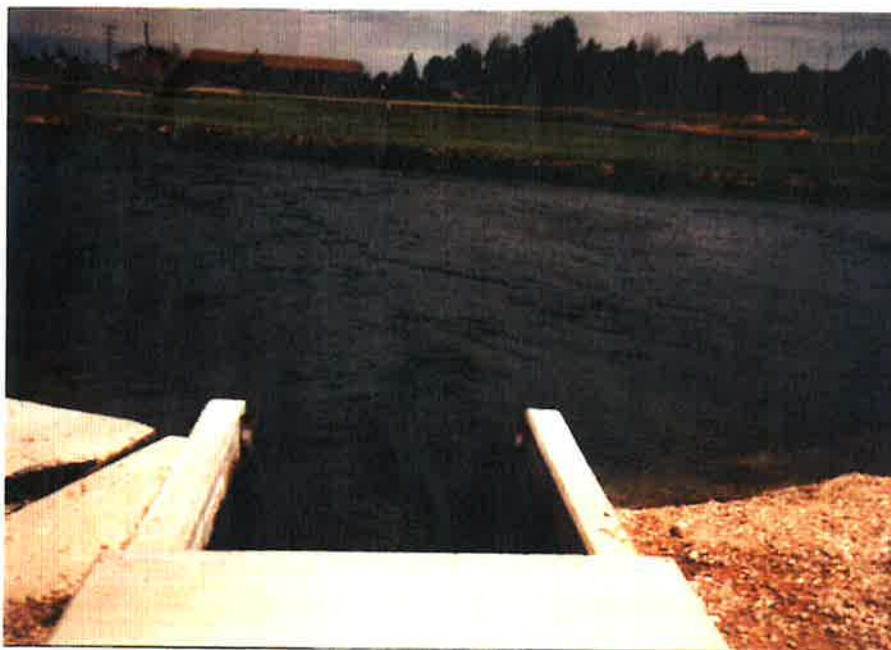
"C" raceways
looking West
toward office



#14

"C" raceways
looking East
from the office

REC'D
JUN 13 1994



#15

Site where "C"
raceway overflow
enters settling
pond.



#16.

Site where "B"
raceway overflow
enters settling
pond.

REC'D
JUN 13 1994



#17

Site where "A"
raceway (fingering)
overflow enters
settling pond.



#18.

View of settling
pond from office
looking North.

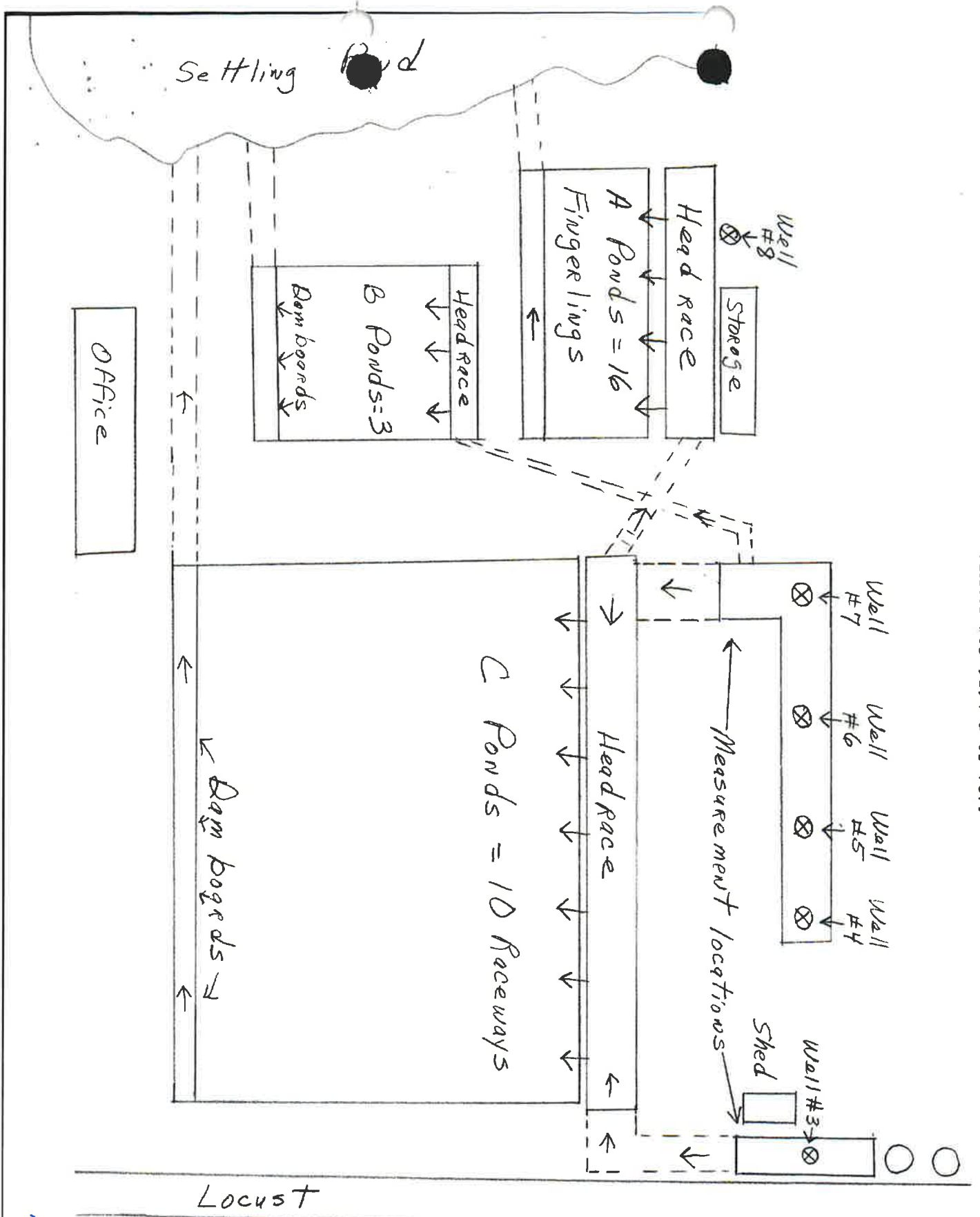
RECEIVED
JUN 13 1994



#19. View of overflow site from settling pond in Northeast corner of pond.

JUN 19 1994

SYSTEM DIAGRAM
 IDAHO FISH & GAME DEPT. Nampa Hatchery
 PERMIT #63-9194 & 63-7879



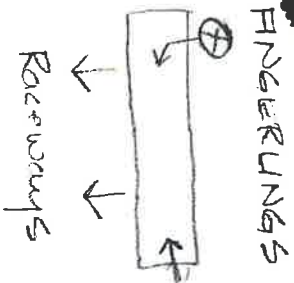
Well #1
 Well #2
 PATTERSON Wells

RECEIVED
 JUN 13 1994

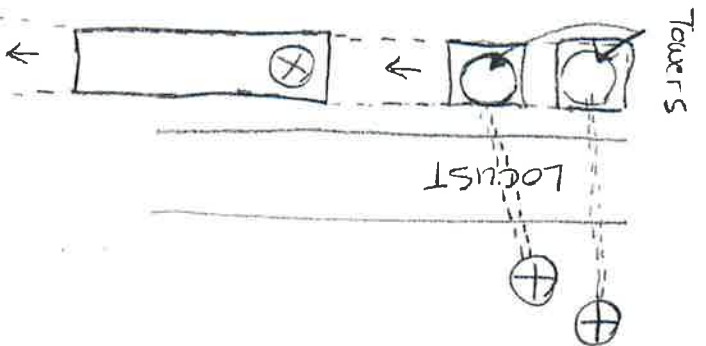
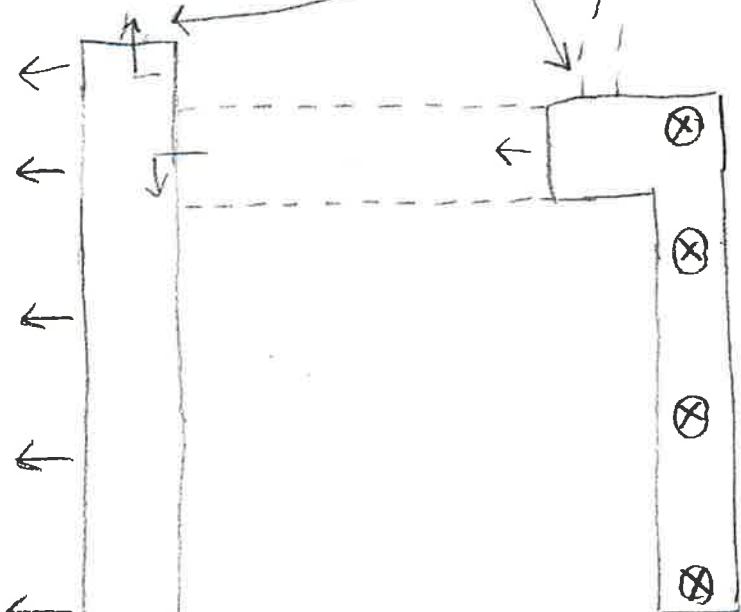
WEL
 MEAS. 16.87
 ON 8/24/10

JUN 13 1994

LAUREN



To Rends
Maybe
Shift down
briefing

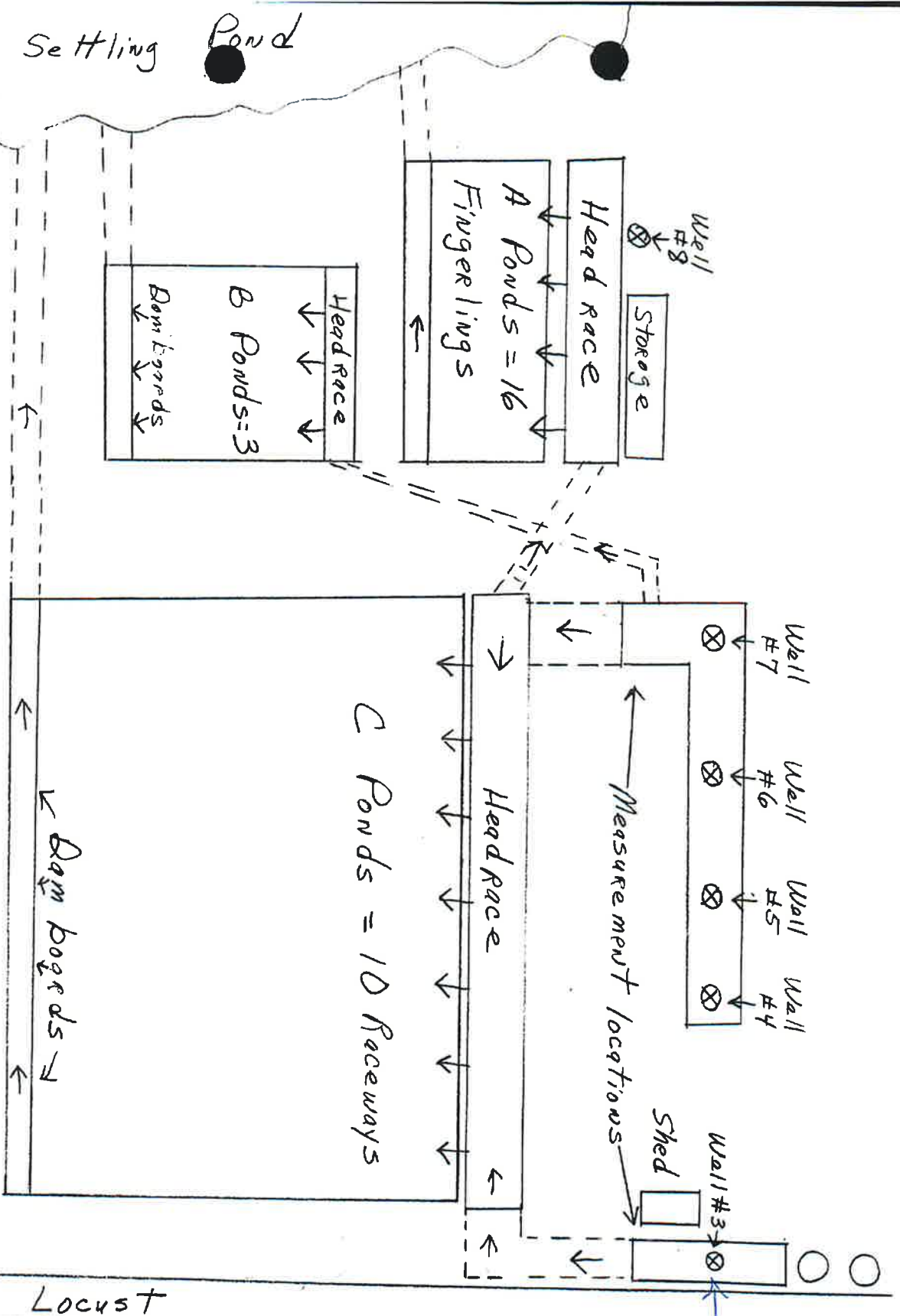


DAMBOARD
OUTFLOW

DAMBOARD
OUTFLOW

DAMBOARD MEASURES
OUTFLOW

SYSTEM DIAGRAM
IDAHO FISH & GAME DEPT. NAMPA HATCHERY
PERMIT #63-9194 & 63-7879



on 8/24/10

5,22 CFS
@ Well #1

5,15 CFS
@ Well #2

5,70 CFS
JUN 13 1994

TOTAL
15,97 CFS
SAME AS
EXAM FOR
6-24-91

WATER - 16.87 cfs on 8/24/10

63-9194 & 63-7879 NARRATIVE

Eight wells are the sources of water for a salmonid fish hatchery operated by the State of Idaho Fish & Game Department. The wells were flowing artesian wells but pumps were added to increase the flows.

Wells #1 and #2 are located about 120' outside the hatchery compound across Locust Ave. Water is diverted by two underground 12" steel pipes to two collection towers made of 6' diameter corrugated metal pipe. From the collection towers it diverts to a 6' wide concrete channel where water from well #3 is added. The combined water from these 3 wells flows underground in the concrete channel to the South end of a concrete headrace for 10 raceways known as the "C" ponds.

Approximately 50' North of well #3 water from four additional wells is diverted into another 6' wide concrete channel that also goes underground to the North end of the "C" pond headrace. Prior to going underground water can be diverted from the concrete channel through a 12" PVC pipe to the headrace of 3 raceways known as the "B" ponds.

At the North end of the "C" headrace a 12" PVC pipe is used to divert water to 16 raceways known as the "A" ponds or also known as the fingerling raceways. This water is combined with the discharge from well #8 located adjacent to the raceway.

The water level in all raceways is controlled by dam boards at the tail end of each raceway. Outflow from the three sets of raceways flows underground in concrete pipe or a concrete channel into a large settling pond. From the settling pond its discharged into the Wilson Drain.

The IF&G monitors the flow of water through the various raceways by measuring the flow over the dam boards at the tail of the raceways using a staff type guage method adapted for their use that is referred to as the Rube-Goldberg method.

Two simultaneous open channel flow measurements using AA meters were taken at locations in the concrete channels just prior to them going underground to the "C" pond headrace. The outlet to the "A" ponds was closed so that the entire flow from wells 1-7 were measured. At the same time, IF&G personnel measured the outflow over the dam boards at the tail end of "B" and "C" raceways. The purpose of the dual measurement process was to compare the accuracy of IF&G's measurement techniques to determine if their methods were acceptable to determine the flow from well #8. Since their is no physical measurement possible from well #8, this was the only possible scenario.

The IF&G measurement method at the tail of the raceways indicated a flow of 35.41 cfs and our AA meter measurements above the raceways indicated a flow of 31.88 cfs. ~~Both measurements indicate a sufficient flow capacity, even without well #8 included, to recommend licensing 63-7879 at 25 cfs and 63-9194 at 5 cfs.~~ The variance between IF&G and our measurements at approximately 10% is within department

3 1994

guidelines to warrant accepting IF&G's historical data to license future permits.

Permits 63-9194 and 63-7879 will be amended to add all eight P/D's to each permit. IF&G indicated they would file for a new permit to license the additional flows in excess of the 30 cfs under the above mentioned two permits since their system is capable of greater capacities than 30 cfs.

Reviewer's note: 10% is considered the calibration factor to be applied to IF&G historical data to determine maximum ~~best~~ on-line flows with all pumps running.

(IF&G measured) (see supporting data)
Flow on 4/30/91 w/ all wells on was 40.21 cfs.

$$\begin{array}{r} \text{Apply calibration: } 40.21 \\ - 10.00\% = - 4.02 \\ \hline 36.19 \text{ cfs} \end{array}$$

36.19 cfs maximum output.

Permit 63-9194 for 5 cfs

" 63-7879 for 25 cfs

30 cfs

TOTAL RECOMMENDED

RECEIVED

JUN 13 1994

NAMPA HATCHERY
WATER FLOW MEASUREMENT
RUBE-GOLDBERG METHOD AT BACK OF RACEWAY
* 4-30-91
LOWERED HEADRACE

** Turnovers/hour based on 425 cu.ft. in "A"s and 2,736 cu.ft. in "C"s.

RACEWAY #	AVG HD IN INC	CFS	GPM	MGD	TURNOVERS/HOUR
A 1	1.04	0.42	190.65	0.27	3.60
A 2	1.00	0.40	179.76	0.26	3.39
A 3	1.00	0.40	179.76	0.26	3.39
A 4	1.00	0.40	179.76	0.26	3.39
A 5	0.83	0.30	135.93	0.20	2.57
A 6	0.00	0.00	0.00	0.00	0.00
A 7	1.33	0.61	275.72	0.40	5.20
A 8	1.38	0.65	291.42	0.42	5.50
A 9	1.13	0.48	215.93	0.31	4.08
A10	1.21	0.53	239.26	0.34	4.52
A11	1.00	0.40	179.76	0.26	3.39
A12	1.08	0.45	201.76	0.29	3.81
A13	1.58	0.80	357.01	0.51	6.74
A14	0.67	0.22	98.58	0.14	1.86
A15	0.92	0.35	158.63	0.23	2.99
A16	0.96	0.38	169.08	0.24	3.19
TOTALS		6.80	2725.31	4.39	
		0.49	218.07	0.31	

RACEWAY #	AVG HD IN INC	CFS	GPM	MGD	TURNOVERS/HOUR
C1	2.75	4.02	1803.50	2.60	5.29
C2	2.56	3.61	1619.86	2.33	4.75
C3	0.00	0.00	0.00	0.00	0.00
C4	0.00	0.00	0.00	0.00	0.00
C5	2.73	3.97	1783.86	2.57	5.23
C6	2.88	4.31	1932.89	2.78	5.67
C7	2.56	3.61	1619.86	2.33	4.75
C8	2.50	3.48	1563.25	2.25	4.58
C9	2.27	3.01	1352.56	1.95	3.97
C10	1.63	1.83	823.00	1.18	2.41
B1	1.56	1.72	770.56	1.11	2.26
B2	1.65	1.87	838.19	1.21	2.46
B3	1.71	1.97	884.23	1.27	2.59
14	0.00	0.00	0.00	0.00	0.00
TOTALS		33.40	14991.86	21.58	
		2.39	1070.85	1.54	

Total Flow thru hatchery = 40.21 ALL WELLS ON!

REC'D JUN 13 1994

REV
X 2.180-1.020

E90: 3SUM(E75..E88)

READY

	B	C	D	E	F
			*		
	RACEWAY #	AVG HD IN INC	CFS	GPM	
71					
72					
73					
74					
75	01	3.29	5.33	2362.15	
76	02	2.90	4.34	1949.02	
77	03	0.00	0.00	0.00	
78	04	0.00	0.00	0.00	
79	05	2.68	4.30	1927.86	
80	06	2.63	3.75	1681.95	
81	07	2.65	3.79	1702.17	
82	08	2.75	4.02	1802.50	
83	09	1.40	1.45	652.30	
84	010	2.40	2.27	1466.72	
85	01	0.00	0.00	0.00	
86	02	1.96	2.41	1083.52	
87	03	2.17	2.51	1351.56	
88	14	0.00	0.00	0.00	
89					
90	TOTALS		33.41	15890.74	

01-Jan-80 12:05 AM

B&C only
for calibration

31.88
ONE MEASURE

MISSOURI

JUN 13 1994

INSTRUMENT NO.

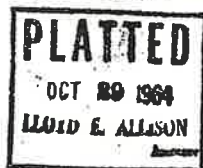
THIS INDENTURE, Made this 21st day of September, in the year of our Lord one thousand nine hundred and sixty-four, between ALLEN E. HOSACK and CHARLOTTE M. HOSACK, husband and wife, of Nampa, County of Canyon, State of Idaho, the parties of the first part, and NAMPA AND MERIDIAN IRRIGATION DISTRICT, an irrigation district organized under the laws of the State of Idaho and having its principal office at Nampa, County of Canyon, State of Idaho, the party of the second part.

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of TEN DOLLARS and other valuable consideration ----- DOLLARS, lawful money of the United States of America,

to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, have granted, bargained and sold, and by these presents do grant, bargain, sell, convey and confirm unto the said party of the second part, and to its heirs and assigns forever, all of the following described real estate, situated in the County of Canyon, State of Idaho, to-wit:

A part of Section 11, Township 2 North, Range 2 West, Boise Meridian, more particularly described as follows, to-wit: Commencing at the Northwest corner of Section 11, Township 2 North, Range 2 West of the Boise Meridian; thence North 89°57' East 749.7 feet along the North line of the said Section 11, to a point in the centerline of the pavement, the INITIAL POINT; thence continuing North 89°57' East 49.7 feet to the centerline of the Bray Pick Up Lateral; thence continuing North 89°57' East 49.7 feet, to a point; thence South 36°24' East 70.6 feet parallel to and 40 feet from the centerline of the said Lateral to a point; thence South 53°36' West 40 feet to a point in the centerline of the said Lateral; thence continuing South 53°36' West 40 feet to a point; thence North 36°24' West 129.4 feet, parallel to and 40 feet from the centerline of the said Lateral, to the INITIAL POINT:

Together with the two artesian wells situate thereon and the water therefrom, and the right to the use thereof;



TOGETHER, With all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all estate, right, title and interest in and to the said property, as well as in equity, of the said parties of the first part.

TO HAVE AND TO HOLD, All and singular the above mentioned and described premises, together with the appurtenances, unto the party of the second part, and to its heirs and assigns forever. The parties of the first part, and their heirs, the said premises in the quiet and peace of the said party of the second part, its heirs and assigns, against the said parties of the first part, and their heirs, and against all and every person and persons who shall claim or attempt to claim the same, full and well WARRANT and by these presents do

The parties of the first part covenant and agree not to construct, nor permit the flow nor extraction of water from, any well in the northwest quarter of the northwest quarter of Section 11, Township 2 North, Range 2 West, Boise Meridian, outside the area hereinbefore conveyed, which shall reduce the flow from either of the two wells on the tract hereinbefore conveyed, and this covenant shall be a covenant running with all said described premises and shall bind the parties of the first part and their successors in interest and shall inure to the benefit of the party of the second part and its successors in interest.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands and seals the day and year first above written.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF

Allen E. Hosack (Seal)
Allen E. Hosack
Charlotte M. Hosack (Seal)
Charlotte M. Hosack
(Seal)
(Seal)

STATE OF IDAHO
County of CANYON,

On this 7th day of ~~September~~ ^{October}, 1964, before me
the undersigned, a Notary Public

in and for said State, personally appeared Allen E. Hosack and Charlotte M. Hosack, husband and wife,

known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

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

Jimmy J. Fieber
Notary Public for the State of Idaho,
Residing at Nampa, Idaho

No documentary stamps required

RECORDED
INDEXED
1964
OCT 10 1964
EX OFFICIO RECORDER
DEPUTY
CLERK

REGULAR MEETING

6 June 1962

The meeting was called to order at 10:11 a. m. in the office of the Board by President Wm. Wymer.

Present were: Mr. Wymer, Dan Barker, Sr., Ray Patterson, Directors; Oren Evans, Superintendent and Joseph C. Voight, Secretary of the Board.

Visitors were: Francis O'Hare of Great Falls, Montana; Robert Underkofler of Boise; Vernon Turner of Boise; Kenneth Jackson of Boise and Allen Hosack of Nampa. *see page 73*

The minutes of the previous meeting were read and were approved as read.

Claims, payable from the Ridenbaugh Maintenance Fund, for materials and supplies were read as follows:

Payable to	Service	Amount
Ada County Recorder	38 Redemption Dertificates	
	1 Tax Deed # 80-3	\$ 11.00
American Linen Supply Co	Linen Service - May	7.85
Barker, Dan Sr.	5 Additional Days	50.00
	Additional Mileage	2.50
Business Men's Assurance Co	June Premium	265.21
Campbell Tractor & Imp Co	Repairs for Mossing Disk	79.38
Canyon County Recorder	24 Redemption Certificates	6.00
Credit Bureau of Boise	Reporter Service	5.25
Gibbs Industrial Hardware	Repairs for Backhoes	2.56
Gibson-Welker Ford Sales	Repair Windshield Wipers '60 Ford	5.35
Goodman Oil Company	Service Trucks	7.90
Guffey, John D.	Telephone Adjustment - May	9.68
Hazzy's	Office Supplies - Type Erase Paper	7.80
Hudelson, Ford	Service & Parts '60 Ford	63.14
Idaho Blueprint Supply Co	Ada County Plats	19.76
Idaho Concrete Pipe Company	Tile	147.00
Idaho First National Bank	Federal Withholding - May	945.30
Idaho Hardware & Plumbing Co	Padlocks; Weed Hooks; Handles	131.86
Idaho Power Company	Electricity - Office	23.40
Idaho Power Company	Electricity - Warehouse	1.00
Idaho Power Company	Electricity - Burke Pump	68.71
Intermountain Gas Company	Gas to 17 May	32.86
Kalbus Office Supply	Office Supplies	20.21
Lubrication Engineers, Inc.	Grease	115.10
Mountain States T & T Co	888-2585	12.10
Mountain States T & T Co	385-7225; 385-7226	116.00
Nampa Lumber & Coal Co	Lumber	87.53

reference to Mr. Anderson for working out contractual arrangements.

* Allen Hosack requested the Board to do further drainage work on his property located on South Power Line Road south of Nampa. He stated that some of the wells need attention and that he would pay the cost of drilling more wells if the District would pay for the necessary material and fuel. The Board promised to meet with him at a later time and look it over.

At 12:15 p. m. the meeting was recessed for lunch. It was called to order again at 1:10 p. m.

A letter from Eugene H. Anderson pertaining to Lucky Peak Reservoir water filings was read and was ordered filed. Mr. Wymer stated that he had authorized Mr. Anderson to look into the matter fully.

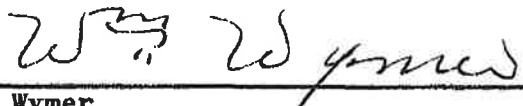
It was reported that the First Security Bank of Idaho - Nampa Branch has placed securities in the amount of \$250,000.00 to cover deposits of the District up to that amount.

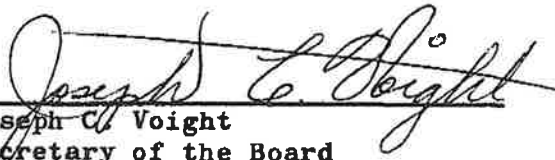
Mr. Evans reported that the larger caterpillar needed repair and he was making arrangements to have it done.

The Secretary reported that \$431.25 had been spent for gopher bounty during May 1962 and that in the same month of 1961, \$798.75 was spent.

The Secretary also reported that the entire cost of the New York Canal Rehabilitation Contract is being readied for charging to the individual accounts of the District. He explained that based on 39,389.57 project acres on the District's assessment roll and 1,122.13 project acres on the Nampa City Municipal roll, this charge would amount to \$13.40106685 to develop the total cost of \$542,900.

At 1:20 p. m. Mr. Barker moved for adjournment. A second was made by Mr. Patterson and it was so ordered by President Wymer.


 Wm Wymer
 President of the Board


 Joseph C. Voight
 Secretary of the Board

REGULAR MEETING

4th September 1962

The meeting was called to order at 10:05 a.m. in the office of the Board by President Wm. Wymer.

Present were: Directors - Mr. Wymer, Dan Barker, Sr. and Ray Patterson

Officers - Oren Evans, Manager
Joseph C. Voight, Secretary of the Board

Visitors: H. A. Showalter of Boise
Allen Hosack of Nampa

see pages 97 & 98

The minutes of the previous meeting were read and were approved as read.

Claims, payable from the Ridenbaugh Maintenance Fund, for materials, supplies and other services were read as follows:

Payable to	Explanation	Amount
Ada County Recorder	178 Redemption Certificates	\$ 44.50
American Linen Supply	Linen Service	7.85
Canyon County Recorder	57 Redemption Certificates	
	1 Tax Deed	15.75
Barker, Dan Sr.	7 Additional Days	70.00
	Additional Mileage	5.00
Business Men's Assurance Co	September Premium	265.21
Credit Bureau of Boise	Reporter Service	5.25
Firestone Stores	Service & Recap Tires	68.00
General Electric Supply Co	Grease for Drainage Pumps	4.95
Goodman Oil Company	Grease International Truck	3.75
Guffey, John D.	Telephone Adjustment - August	9.68
Burke Hudelson-Ford	Service 1960 Ford	15.99
Idaho Blueprint & Supply Co	Plat	1.92
Idaho First National Bank	Federal Withholding Taxes	1,205.10
Idaho Industrial Supply Co	Wheels - Tax Roll File	217.80
Idaho Power Company	Electricity - Office	21.84
Idaho Power Company	Electricity - Burke Pump	89.17
Idaho Power Company	Electricity - Ellis Pump	183.93
Intermountain Gas Co	Gas Service to Sug	2.27
Kalbus Office Supply	Office Supplies	7.65
Mountain States T & T Co	888-2585	12.10
Mountain States T & T Co	466-7861; 466-7862	84.55
O. K. Rubber Welders	Tire	26.68
Patterson, Ray	2 Additional Days	20.00
Prudential Insurance Co	September Premium	44.66
Ramsey's Gara ge	Repair to Backhoe #2	108.68
R & V Oil Company	Oil	23.00

Salt Lake Hardware Co.	Pipe Wrench & Coupling, Oil Can	56.05
Strang Sand & Gravel, Inc.	Road Mix	12.50
Treasurer of District	District Cash Expense	230.20
Western Equipment Co	Brackets, Oil Filters, Pipe	50.56
Wymer, Wm	6 Additional Days	60.00
	Additional Mileage	3.50
Wood Co	Repairs - Mason Creek Pump	36.90
		<u>\$ 3,014.99</u>

The Pay Roll for the period of August 16-31, 1962 was read and the totals were:

Gross Earnings	- - - - -	\$5,607.63
Mileage	- - - - -	<u>533.09</u>

Gross Roll	- - - - -	\$6,140.72
------------	-----------	------------

Deductions:

Federal Withholding Tax	- - - - -	555.00
Idaho Withholding Tax	- - - - -	83.25
FICA	- - - - -	174.30
Insurance	- - - - -	<u>186.35</u>

Net Pay Roll	- - - - -	<u>5,141.82</u>
--------------	-----------	-----------------

Total payable from the Ridenbaugh Maintenance Fund for Claims and Pay Roll	- - - - -	<u>\$ 8,156.81</u>
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Mr. Patterson moved that the claims and pay roll be allowed. Mr. Barker seconded his motion and thus the President and Secretary drew Ridenbaugh Maintenance Fund warrants numbered 23130 thru 23203.

Mr. H. A. Showalter appeared before the Board to protest paying the complete amount due on assessment number 125-20 which is presently being advertised for tax deed. The Secretary explained that the lot concerned had been segregated from the rest of Mr. Showalter's ownership because of a typographical on the reporter service received from the Credit Bureau of Boise. Thus the Board determined that additional amounts now due were not justified. Mr. Barker moved that Mr. Showalter be allowed to pay the amount of the assessment number which would have been assessed against the lot if it were not segregated, which amount would be \$1.77 for 1959, \$1.92 for 1960 and \$1.98 for 1961 and that all remaining assessments and fees be cancelled. Mr. Patterson seconded this motion and it was thus ordered.

Mr. Allen Hossack requested additional drainage on his property. Mr. Barker suggested that Oren check it over and give his opinions to the Board. Mr. Patterson questioned if anything could be accomplished. It was decided that Mr. Evans would meet with Mr. Patterson and

that they would look it over.

A letter from James L. Pline in which he protested payment of delinquent irrigation taxes of 1959 because he had not known of the requirement for irrigation taxes was read. The Board ordered this matter to be referred to Eugene H. Anderson.

Copy of a letter from Eugene H. Anderson to Lawyer A. L. Lyons in which Mr. Anderson stated that the terms of an agreement which Mr. Lyons had submitted on behalf of one of the Albertson corporations were unsatisfactory to the district, were read.

At 11:42 a. m. the meeting recessed for lunch and was resumed at 12:58 p. m.

It was moved by Mr. Patterson that a tax deed and the necessary lien clearances be approved to clear the deed and liens still showing for property described as lots 2, 5, and 7 Block 8 of Nampa Park Addition. Purpose of this clearance is to replace clearance by Tax Title Deed which was issued at page 2188 book-12 of the Minutes of the Board for May 5th, 1942 and which Tax Title Deed is now lost. The deed is to again be made to Vincent J. Domogolla and the Secretary is authorized to make the deed upon the payment of \$15.00 by the interested party or parties. Mr. Barker seconded Mr. Patterson's motion and thus the motion was passed.

The following reports of the August operation was given by the Secretary:

<u>Allocation of Ridenbaugh Maintenance Fund Expenditures:</u>					
Total	Assessment Expense	District Drainage	U. S. Maintenance	Ridenbaugh Maintenance	Joint Maintenance
Diversion Works	466.45			466.45	
Joint System Maintenance	12,233.98				12,233.98
District Drainage Maintenance	2,121.22	2,121.22			
Government Drainage Maintenance	13.60		7.11	6.49	
Electric Power Pumping	324.31	297.87			26.44
Directors Per Diem	180.00	82.74		17.42	79.84
Directors Mileage, Elections, Etc.	65.54	30.90		6.52	28.12
Office Expense	1,857.59	1,128.26	55.98		673.35
Building Maintenance and Utilities	295.98	72.30	19.88	18.83	184.97

REGULAR MEETING

2 July 1963

The meeting was called to order at 10:05 a. m. in the office of the Board by President Dan Barker, Sr.

Present were: Mr. Barker and Wm Wymer, Directors; Oren Evans, Water Superintendent and Joseph C. Voight, Secretary-Treasurer.

Mr. Patterson arrived at 10:40 a. m.

Visitors: W. R. Brown and A. E. Hossack *see page 226*

The minutes of the previous regular meeting and the special meeting held 24 June 1963 were read and were approved as read.

Claims, payable from the Ridenbaugh Maintenance Fund, were read as follows:

Payable to	Service	Amount
Ada County Recorder	18 Redemption Certificates	
	1 Tax Deed	\$ 6.00
Barker, Dan Sr.	8 Additional Days & Mileage	84.50
Businessmen's Assurance Co	July Premium - Policy No 22341	282.35
Campbell Tractor Company	Repairs for Mousing Disks 8	66.16
Canyon County Recorder	13 Redemption Certificates	3.25
Davis Well Drilling	Perry Kasel Well #3 (1/2 Cost)	162.25
Davis Well Drilling	Perry Kasel Well #4 (1/2 Cost)	209.00
Duro-Test Corporation	4 Power Twist Light Tubes	18.10
Firestone Stores	Repair Flats	9.70
First Security Bank	Safety Deposit Box Rent	4.40
Frankel Carbon & Ribbon Co	Special Carbon for Lein Books	15.00
Gibbs Industrial Hardware	Repairs for Mousing Chains	7.28
Guffey, John D.	Telephone Adjustment	9.68
Hall's Sport Store	Door Closer	32.32
Hudelson-Ford, Burke	Service	13.98
Idaho First National Bank	Federal Withholding - 2nd 1/4	1,012.20
Idaho Power Company	Power - Burke Pump	90.14
Idaho Power Company	Electricity - Warehouse	2.00
Intermountain Gas Co	Service to 19 June	16.20
Johnson Electric	Install 230 Volt Outlet	19.42
Kalbus Office Supply	Supplies	35.40
Mountain States T & T Co	466-7861	84.75
Nampa Auto Parts	Parts	7.08
Nampa Lumber Company	Check Boards	32.76
Nampa Sanitary Service	June Trash Service	6.00
Nordling Parts Company	Supplies for Shop	22.14
Patterson, Ray	Additional Days	10.00
Prudential Insurance Co	July Premium	48.72
Ramsey's Garage	Repairs to Trucks	83.33
R & V Oil Company, Inc.	Oil For Drainage Pumps	11.70

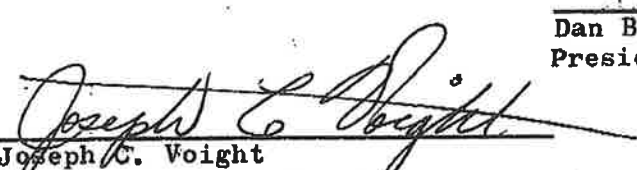
* Mr. A. E. Hosack asked the District to pay one half the cost of about a half dozen more wells in his property in NW $\frac{1}{4}$ Section 11 Township 2 North Range 1 West. Mr. Barker suggested that, if the whole Board is willing, the District reimburse him for half the cost of one more well or \$250.00 on one well, whichever amount is the smaller. — the size of the well to be 16" the same as the one just drilled. Mr. Wymer expressed his doubt that wells are the answer and Mr. Patterson suggested that the District agree to one more well but no more unless good result is experienced.

Mr. Wymer moved that the District pay Mr. Hosack \$250.00 as its share of the cost of drilling another 16" inch well and that if that does no good the District will do nothing further toward drainage in the NW $\frac{1}{4}$ NW $\frac{1}{4}$ Section 11 Township 2 North Range 1 West. Mr. Patterson seconded this motion and it was passed unanimously.

Mr. Wymer moved that title be transferred to J. H. Harper with Irwin C. Hansen as Contract Purchaser for land described in the District's assessment number 1549A as N $\frac{1}{2}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$ Section 30 Township 3 North Range 1 West for payment to the District Treasurer the amount of \$750.00. Mr. Patterson seconded this motion and thus the Treasurer was ordered to receipt this amount and clear all recorded liens of the District.

At 11:59 a. m. the meeting was recessed for lunch. At approximately 1:20 p.m. the Board returned and adjourned the meeting by motion of Patterson and second of Wymer.


Dan Barker, Sr.
President of the Board


Joseph C. Voight
Secretary of the Board

Submitted by Sam S. 7/11 1966 mess?

000727

Tap No.		Lateral		BRAY		Month		July		Year		1966		Wier		5		Fl.	
DAY	Gage	Miners Inches	ACCOUNT NUMBER	NAME	Water Right	MINERS INCHES	STORAGE ACRE FEET	Arrowrock	Anderson										
1	112	1010		55-535	812	14.98			23.93										
2	112	1010		55-535	83	218.82			518.44										
3	112	1010		55-535															
4	112	1010		55-535															
5	112	1010		55-535															
6	112	1010		55-535															
7	112	1010		55-535															
8	112	1010		55-535															
9	112	1010		55-535															
10	112	1010		55-535															
11	112	1010		55-535															
12	112	1010		55-535															
13	112	1010		55-535															
14	112	1010		55-535															
15	112	1010		55-535															
16	112	1010		55-535															
17	112	1010		55-535															
18	112	1010		55-535															
19	112	1010		55-535															
20	112	1010		55-535															
21	112	1010		55-535															
22	112	1010		55-535															
23	112	1010		55-535															
24	112	1010		55-535															
25	112	1010		55-535															
26	112	1010		55-535															
27	112	1010		55-535															
28	112	1010		55-535															
29	112	1010		55-535															
30	112	1010		55-535															
31	112	1010		55-535															

NAMPA & MERIDIAN
IRRIGATION DISTRICT

Bray

B. K. Nagan

Ditchrider

NMID—Form No. 16

BRAY LATERAL FLOW 7/66
1054" = 21.08 cfs
Not the wells alone, Bray Lateral.

Frame # 00381

Roll 394

Monthly Delivery Record

Ride

Eight

Year

1966

Month

May

000459

Tap No. _____ Lateral BRAY
 Month May Year 1966 Wier 5 Ft. _____

DAY	Gauge	Miners Inches	ACCOUNT NUMBER	NAME	Water Right	MINERS INCHES	STORAGE ACRE FEET	
							Arrowick	Anderson
1	1.03	913		419 ³³³	Rid	14.98		23.93
2	1.03	913		419 ³³³	US	216.82		518.44
3	1.03	913		419 ³³³				
4	1.03	913		419 ³³³				
5	1.03	913		419 ³³³				
6	1.03	913		419 ³³³				
7	1.03	913		419 ³³³				
8	1.10	983		419 ³³³				
9	1.10	983		419 ³³³				
10	1.10	983		419 ³³³				
11	1.10	983		419 ³³³				
12	1.10	983		419 ³³³				
13	1.10	983		419 ³³³				
14	1.10	983		419 ³³³				
15	1.10	983		419 ³³³				
16	1.10	983		419 ³³³				
17	1.10	983		419 ³³³				
18	1.10	983		419 ³³³				
19	1.10	983		419 ³³³				
20	1.10	983		419 ³³³				
21	1.10	983		419 ³³³				
22	1.10	983		419 ³³³				
23	1.10	983		419 ³³³				
24	1.10	983		419 ³³³				
25	1.10	983		419 ³³³				
26	1.10	983		419 ³³³				
27	1.10	983		419 ³³³				
28	1.10	983		419 ³³³				
29	1.10	983		419 ³³³				
30	1.10	983		419 ³³³				
31	1.10	983		419 ³³³				

NATTA & MERIDIAN
 IRRIGATION DISTRICT

Ditchrider
 NMID-Form No. 16

Roll # 394

Frame 00516

Monthly Delivery Record

Ride Eight

Year 1966

Month June

000594

Tap No.

Lateral

BRAY

Month

June

Year

1966

Wier

5

Pl.

DAY	Gauge	Miner Inches	ACCOUNT NUMBER	NAME	Water Right	MINES INCHES	STORAGE ACRE FEET
1	113	1010		83-333			
2	113	1010		83-333	110	14.98	23.93
3	113	1010		83-333	US	216.82	518.44
4	113	1010		83-333			
5	113	1010		83-333			
6	113	1010		83-333			
7	113	1010		83-333			
8	113	1010		83-333			
9	113	1010		83-333			
10	113	1010		83-333			
11	113	1010		83-333			
12	113	1010		83-333			
13	113	1010		83-333			
14	113	1010		83-333			
15	113	1010		83-333			
16	113	1010		83-333			
17	113	1010		83-333			
18	113	1010		83-333			
19	113	1010		83-333			
20	113	1010		83-333			
21	113	1010		83-333			
22	113	1010		83-333			
23	113	1010		83-333			
24	113	1010		83-333			
25	113	1010		83-333			
26	113	1010		83-333			
27	113	1010		83-333			
28	113	1010		83-333			
29	113	1010		83-333			
30	113	1010		83-333			
31				83-333			

NAMES & MERIDIAN
IRRIGATION DISTRICT

D. T. Hogan

Ditchrider

Bray

NMID—Form No. 16

006049

Monthly Delivery Record

Ride Eight

Year 1916

Month July

000727

Tap No.		Lateral		Name		Water Right		Miners Inche		Storage Acre Feet	
Month		Year		Wier		Fl.					
1	7/19	1010	535	535	535	535	535	535	535	535	535
2	7/19	1010	535	535	535	535	535	535	535	535	535
3	7/19	1010	535	535	535	535	535	535	535	535	535
4	7/19	1010	535	535	535	535	535	535	535	535	535
5	7/19	1010	535	535	535	535	535	535	535	535	535
6	7/19	1010	535	535	535	535	535	535	535	535	535
7	7/19	1010	535	535	535	535	535	535	535	535	535
8	7/19	1010	535	535	535	535	535	535	535	535	535
9	7/19	1010	535	535	535	535	535	535	535	535	535
10	7/19	1010	535	535	535	535	535	535	535	535	535
11	7/19	1010	535	535	535	535	535	535	535	535	535
12	7/19	1010	535	535	535	535	535	535	535	535	535
13	7/19	1010	535	535	535	535	535	535	535	535	535
14	7/19	1010	535	535	535	535	535	535	535	535	535
15	7/19	1010	535	535	535	535	535	535	535	535	535
16	7/19	1010	535	535	535	535	535	535	535	535	535
17	7/19	1010	535	535	535	535	535	535	535	535	535
18	7/19	1010	535	535	535	535	535	535	535	535	535
19	7/19	1010	535	535	535	535	535	535	535	535	535
20	7/19	1010	535	535	535	535	535	535	535	535	535
21	7/19	1010	535	535	535	535	535	535	535	535	535
22	7/19	1010	535	535	535	535	535	535	535	535	535
23	7/19	1010	535	535	535	535	535	535	535	535	535
24	7/19	1010	535	535	535	535	535	535	535	535	535
25	7/19	1010	535	535	535	535	535	535	535	535	535
26	7/19	1010	535	535	535	535	535	535	535	535	535
27	7/19	1010	535	535	535	535	535	535	535	535	535
28	7/19	1010	535	535	535	535	535	535	535	535	535
29	7/19	1010	535	535	535	535	535	535	535	535	535
30	7/19	1010	535	535	535	535	535	535	535	535	535
31	7/19	1010	535	535	535	535	535	535	535	535	535

NAME: BRAY
 DITCH: BRAY
 BRAY

NMID-Form No. 16

00782

Monthly Delivery Record

Ride Eight

Year 1946

Month August

00860

Tab No.		Lateral		BRAY				
Month	Aug	Year	1966	Wier	5			
DAY	Gage	Miners Inches	ACCOUNT NUMBER	NAME	Water Right	MINERS INCHES	STORAGE ACRE FEET	
							Arrowrock	Anderson
1	112	1010		535	Rid	14.98		23.93
2	112	1010		535	US	216.82		518.44
3	112	1010		535				
4	112	1010		535				
5	112	1010		535				
6	112	1010		535				
7	112	1010		535				
8	112	1010		535				
9	112	1010		535				
10	112	1010		535				
11	112	1010		535				
12	112	1010		535				
13	112	1010		535				
14	112	1010		535				
15	112	1010		535				
16	112	1010		535				
17	112	1010		535				
18	112	1010		535				
19	112	1010		535				
20	112	1010		535				
21	112	1010		535				
22	112	1010		535				
23	112	1010		535				
24	112	1010		535				
25	112	1010		535				
26	112	1010		535				
27	112	1010		535				
28	112	1010		535				
29	112	1010		535				
30	112	1010		535				
31	112	1010		535				

BRAY & MERIDIAN
IRRIGATION DISTRICT

Bray

B. Z. Hogan

Ditchrider

NMID—Form No. 10

00915

Monthly Delivery Record

Ride Eight

Year 1966

Month September

000993

Tap No.		Lateral		BRAY	
Month		Year		Wier	
Sept		1988		5	
PL					

DAY	Gauge	Meters Inches	ACCOUNT NUMBER	NAME	Water Right	MINERS INCHES	STORAGE ACRE FEET	
							Arrowrock	Anderson
1	112	1010		335	Full	14.98		32.93
2	113	1010		535	08	216.82		518.44
3	112	1010		535				
4	112	1010		485				
5	112	1010		485				
6	112	1010		535				
7	112	1010		580				
8	112	1010		580				
9	113	1010		580				
10	113	1010		580				
11	112	1010		580				
12	112	1010		630				
13	112	1010		630				
14	112	1010		680				
15	112	1010		535				
16	112	1010		535				
17	112	1010		535				
18	112	1010		535				
19	112	1010		535				
20	112	1010		535				
21	112	1010		485				
22	112	1010		335				
23	112	1010		335				
24	112	1010		335				
25	112	1010		380				
26	112	1010		380				
27	112	1010		380				
28	112	1010		380				
29	112	1010		630				
30								
31								

NAMPA & MERIDIAN
IRRIGATION DISTRICT

Bray

B. R. Hogan

Director

NMID - Form No. 11

Monthly Delivery Record

missing at
time of
filming

Ride Eight

Year 1966

Month October