

Shurte, Jan

From: Harris, Lori
Sent: Tuesday, August 28, 2012 10:05 AM
To: Shurte, Jan
Subject: FW: 63-31937

Jan,

I updated the recommendation to version 2, per Carter, so can you please update the shapes? :)

From: Curtis, Sharla
Sent: Monday, August 27, 2012 3:45 PM
To: Harris, Lori
Subject: 63-31937

Done

Hi Lori,

We have a right that we would like to migrate over from the SRBA filing but there are a couple of discrepancies between the decree and the recommendation. Kay tells me you are the one to look into it and find out why there are discrepancies and fix them so they can be migrated.

Its Right 63-31937 and the 3 specific items that are different are:

1. Recommendation listed 2 pod's in #n, 2E, S14 SENE and 4N, 2W, S15 NESE that are not contained in the decree.
2. Condition #3 listed on the recommendation is not contained in the decree. It's a lot like cond. #10
3. Condition #12 lists 29,309.15 acres in the place of use whereas the decree listed 31,536.3

Thanks for your help on this. Let me know if you need anything else from our end.

Sharla

**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	)	Subcase No. 63-31937
	)	
Case No. 39576	)	STANDARD FORM 5
	)	
	)	STIPULATED ELEMENTS OF A
	)	WATER RIGHT

This form is used to report the stipulated elements of one water right acquired under state law and/or one federal reserved water right. Submission of this form will not automatically result in the issuance of a partial decree. The Presiding Judge or Special Master will conduct any hearing necessary to determine whether the facts, data, expert opinions and law support the issuance of a partial decree for the water right.

The parties agree that the Snake River Basin Adjudication Court has jurisdiction of the parties and subject matter to enter a partial decree for this water right; that they have been served with sufficient process, according to the law; and that they have appeared, prosecuted, and defended their positions with regard to this water right dispute.

The parties and IDWR agree and stipulate that the elements of this water right should be described per the attached. The parties and IDWR have further indicated their concurrence by initialing each of the attached pages.

CLAIMANT/RESPONDENT:

Drainage Dist. No. 2

 6/14/10

S. Bryce Farris Date
Attorney for Claimant/Respondent

Jan Shurte 6-17-10
Jan Shurte Date
Adjudication Supervisor

STANDARD FORM 5 – Water Right No. 63-31937

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

RIGHT NUMBER: 63-31937

NAME AND ADDRESS: DRAINAGE DIST NO 2
C/O BRYCE FARRIS
RINGERT LAW ~~RINGERT CLARK CHARTERED~~
PO BOX 2773
BOISE ID 83701

SOURCE: WASTE WATER

TRIBUTARY: BOISE RIVER

QUANTITY: 100.000 CFS

PRIORITY DATE: 07/13/1923

POINT OF DIVERSION:

T03N	R02E	S5	SENE	Within	ADA	County	
T03N	R02E	S24	NWNE	Lot 1	Within	ADA	County
T04N	R01E	S16	NESE	Lot 8	Within	ADA	County
T04N	R01E	S23	NESE	Lot 1	Within	ADA	County
T04N	R01W	S13	NENE	Lot 1	Within	ADA	County
T04N	R01W	S14	NENW	Lot 3	Within	ADA	County
T04N	R01W	S17	SWSW	Lot 4	Within	ADA	County

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
IRRIGATION	03/01 11/15	100.000 CFS

Diversion for irrigation under this water right prior to April 1 and after October 31 shall occur only as authorized by the Water District 63 Water Master and only when water is being released for flood control by the United States from the Lucky Peak Dam outlet under procedures and requirements for the Memorandum of Agreement between the U.S. Department of the Army and the U.S. Department of the Interior for Flood Control Operations of the Boise River Reservoirs, dated November 20, 1953, the Water Control Manual for Boise River Reservoirs dated April 1985 and any future amendments or revisions made thereto pursuant to state or federal procedures or law, provided that any such use of this water right prior to April 1 and after October 31 shall be subordinated to water rights for storage in Lucky Peak Reservoir, Lake Lowell, Arrowrock Reservoir, and/or Anderson Ranch Reservoir, as decreed in SRBA Case No. 39576.

THE WATER AUTHORIZED BY THIS RIGHT IS CREDITED FOR DELIVERY TO THE FOLLOWING IRRIGATION CANALS AS A PERCENT OF THE TOTAL AUTHORIZED: FARMERS UNION CANAL--20.99 PERCENT; BOISE VALLEY CANAL--10.03 PERCENT; NEW DRY CREEK CANAL--9.47 PERCENT; NEW UNION CANAL--1.21 PERCENT; MIDDLETON CANAL--35.0 PERCENT; CANYON COUNTY CANAL--12.68 PERCENT; BALLENTYNE CANAL--3.04 PERCENT; BOISE CITY CANAL--3.01 PERCENT; LITTLE PIONEER CANAL--4.46 PERCENT.

PLACE OF USE:

~~THIS RIGHT IS LIMITED TO THE IRRIGATION OF 29,309.15 ACRES WITHIN
THE BOUNDARY OF DRAINAGE DISTRICT NO. 2.~~

This water is collected within the boundaries of Drainage District No. 2 and is limited to the irrigation of 31,536.3 ~~29,309.15~~ acres within the digital boundaries of the following ditch companies: Farmers Union Canal, Boise Valley Canal, New Dry Creek Canal, New Union Canal, Middleton Canal, Canyon County Canal, Ballentyne Canal, Boise City Canal, Little Pioneer Canal.

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.

The source of this right is wastewater collected by the rightholder and returned to the Boise River. The quantity of water returned to the Boise River is exchanged for an equal quantity of water which is diverted upstream at points of diversion by the delivery organizations listed above, in the percentages indicated, to be used on the place of use within the boundaries for each individual delivery organization's rights.

EXPLANATORY MATERIAL: BASIS OF CLAIM - Beneficial Use

~~THE FOLLOWING RIGHTS ARE ALSO DIVERTED THROUGH THE POINT OF DIVERSION DESCRIBED ABOVE AS T04N, R01W, S13, NENE: 63-124N, 63-125G, 63-126E, 63-161X, 63-168B, 63-168D, 63-173, 63-198AC, 63-254, 63-255, 63-370.~~

~~THE FOLLOWING RIGHTS ARE ALSO DIVERTED THROUGH THE POINT OF DIVERSION DESCRIBED ABOVE AS T04N, R01W, S14, NENW: 63-1, 63-183.~~

~~THE FOLLOWING RIGHTS ARE ALSO DIVERTED THROUGH THE POINT OF DIVERSION DESCRIBED ABOVE AS T04N, R01E, S23, NESE: 63-125K, 63-126G, 63-146, 63-161L, 63-205, 63-206, 63-207, 63-258B, 63-263, 63-286, 63-288B, 63-28977, 63-31778, 63-31806.~~

~~RIGHT INCLUDES ACCOMPLISHED CHANGE IN POINT OF DIVERSION PURSUANT TO SECTION 42-1425, IDAHO CODE.~~

~~THE FOLLOWING RIGHTS ARE ALSO DIVERTED THROUGH THE POINT OF DIVERSION DESCRIBED ABOVE AS T04N, R01E, S16, NESE: 63-195, 63-198AA, 63-258A, 63-260B, 63-264, 63-285, 63-31808.~~

~~THE FOLLOWING RIGHTS ARE ALSO DIVERTED THROUGH POINT OF DIVERSION DESCRIBED ABOVE AS T03N, R02E, S5, SENE: 63-120G, 63-123C, 63-123D, 63-123E, 63-123F, 63-123G, 63-124Q, 63-125J, 63-126F, 63-165M, 63-198AG, 63-248, 63-297, 63-2360, 63-18700, 63-21729, 63-31832.~~

~~THE FOLLOWING RIGHT IS ALSO DIVERTED THROUGH THE POINT OF DIVERSION DESCRIBED ABOVE AS T03N, R02E, S24, NWNE: 63-20041.~~

~~THE FOLLOWING RIGHTS IS ALSO DIVERTED THROUGH THE POINT OF DIVERSION DESCRIBED ABOVE AS T04N, R01W, S17, SWSW: 63-163, 63-179B, 63-21761.~~

The source of this right is wastewater collected by the rightholder and returned to the Boise River. The quantity of water returned to the Boise River is exchanged for an equal quantity of water which is diverted upstream at the points of diversion for each delivery organization. Because the source of this water right is based upon the water returned to the Boise River, and the historic administration of this right, the quantity of water exchanged and diverted upstream at the points of diversion for each delivery organization shall be curtailed only to the same extent that the amount of wastewater returned to the Boise River is reduced or less than the quantity provided in this right. This right is not subject to the Stewart Decree or the step down provisions and/or cuts provided in said Stewart Decree.

NBS
JP

SBF

CERTIFICATE OF MAILING

I certify that on _____, 2010, I mailed the original and copies of this form, including all attachments, to the following persons by mailing the original and/or copies, postage prepaid and addressed 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

2. Copies to:

Drainage Dist. No. 2
Represented by:
S. BRYCE FARRIS
RINGERT LAW CHARTERED
455 S. THIRD ST.
P.O. BOX 2773
BOISE, ID 83701-2773

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

Signature of person or attorney

Shurte, Jan

From: Shurte, Jan
Sent: Tuesday, May 25, 2010 4:39 PM
To: Bryce Farris
Cc: Spencer, Nick; Williams, Ray; Harris, Lori
Subject: 63-31937 DD#2, 63-2392B NMID, 63-32480 DD#2, Digital Boundary Map for NMID and Notes on NMID #s 63-198AJ, etc.
Attachments: Drft SF5s DD2 and NMID.pdf; 63-198AJ_sf5.jpg

Bryce,

Attached are Draft SF5s for the above sub cases. Please review these to insure that the items we agreed upon are included.

You had also requested that I look at the points of diversion listed on 63-31937 to be sure all the ditch companies were covered. This right lists 7 points of diversion for 9 canal companies. The reason for this is that the point of diversion in the SENE, S5, T3N, R2E is the main diversion for the Farmers Union Canal Co. which also carries water for the Boise Valley Irrigation Ditch Co., using the same diversion point. Also, the point of diversion listed in the NESE, Lot 1, S.23, T4N, R1E is the main diversion for the New Dry Creek Ditch Co. which also carries water for the New Union Ditch Co. using the same diversion point. All other points of diversion are single points for the remaining ditch companies. In checking the current decreed acres for each ditch company involved in this right, the total acres had changed from that previously recommended. This was due to objections, etc., on these rights and the decreed total for all companies is 31,536.3 acres rather than the previously recommended 29,309.15 acres. This change has been reflected on the attached draft SF5 for 63-31937. Once the SF5 for 63-31937 is signed by all, I will add the explanatory remark concerning the uncuttable delivery of these credited rights to Drainage District No. 4's Right No. 63-31936 as agreed upon.

Concerning the SF5 for DD#2's Right No. 63-32480, you indicated that you wanted me to look at the conditions on 63-31937 and see if any applied to 63-32480. The only changes I made to 63-32480 were to the name in order to make it the same as 63-31937 for future research of these rights. I also crossed out the total acres per new Department preference and because it is redundant with the other acreage conditions on this right. In the end I did not add any conditions from 63-31937. This 50 cfs right is not listed in the Boise River Water Distribution Report for Water District 63 as having ever been credited back to the point of diversion for these ditch companies. We could only find the 100 cfs under 63-31937 as having been credited. So, I treated this right as a regular waste water beneficial use recommendation.

Also attached is a digital boundary map for the Nampa Meridian Irrigation District. This map reflects the addition of the Creason Lateral irrigated lands and the removal of the BLM lands. Since the addition of the Creason land and the removal of the BLM lands were between 3 and 4 acres each, I decided not to change the total number of acres that can be irrigated within NMID's digital boundary.

There will be no changes to the written recommendations for Nampa Meridian Irrigation District's Right Nos. 63-198AJ, 63-199B, 63-200B, 63-2968 and 63-30181. The objections in those sub cases were the addition of the Creason Lateral lands and removal of BLM lands. This has been corrected as shown on the digital boundary map. This map will be submitted with the SF5s for these rights and a special cover page for the signatures bringing attention to the boundary changes.

Please let me know if these are ready to go or if you need to discuss these rights. I have a conflict for the June 2nd meeting and would like to get these on their way asap which I know you definitely want to also.

Sincerely,

Jan Shurte
Adjudication Supervisor
IDWR Western Region

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

RIGHT NUMBER: 63-31937

NAME AND ADDRESS: DRAINAGE DIST NO 2
C/O BRYCE FARRIS
RINGERT CLARK LAW RINGERT CLARK CHARTERED
PO BOX 2773
BOISE ID 83701

SOURCE: WASTE WATER TRIBUTARY: BOISE RIVER

QUANTITY: 100.000 CFS

PRIORITY DATE: 07/13/1923

POINT OF DIVERSION:

T03N R02E S5 SENE Within ADA County *OK*

~~T03N R02E S14 SENE Within ADA County~~ *← delete*

T03N R02E S24 NWNE Lot 1 Within ADA County *OK*

T04N R01E S16 NESE Lot 8 Within ADA County *OK*

T04N R01E S23 NESE Lot 1 Within ADA County *OK*

T04N R01W S13 NENE Lot 1 Within ADA County *OK*

T04N R01W S14 NENW Lot 3 Within ADA County *OK*

T04N R01W S17 SWSW Lot 4 Within ADA County *OK*

~~T04N R02W S15 NESE Lot 1 Within CANYON County~~ *← delete*

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
IRRIGATION	03/01 11/15	100.000 CFS
Diversion for irrigation under this water right prior to April 1 and after October 31 shall occur only as authorized by the Water District 63 Water Master and only when water is being released for flood control by the United States from the Lucky Peak Dam outlet under procedures and requirements for the Memorandum of Agreement between the U.S. Department of the Army and the U.S. Department of the Interior for Flood Control Operations of the Boise River Reservoirs, dated November 20, 1953, the Water Control Manual for Boise River Reservoirs dated April 1985 and any future amendments or revisions made thereto pursuant to state or federal procedures or law; provided that any such use of this water right prior to April 1 and after October 31 shall be subordinated to water rights for storage in Lucky Peak Reservoir, Lake Lowell, Arrowrock Reservoir, and/or Anderson Ranch Reservoir, as decreed in SRBA Case No. 39576.		

THE WATER AUTHORIZED BY THIS RIGHT IS CREDITED FOR DELIVERY TO THE FOLLOWING IRRIGATION CANALS AS A PERCENT OF THE TOTAL AUTHORIZED: ~~FARMERS UNION CANAL--20.99 PERCENT; BOISE VALLEY CANAL--10.03 PERCENT; NEW DRY CREEK CANAL--9.47 PERCENT; NEW UNION CANAL--1.21 PERCENT; MIDDLETON CANAL--35.0 PERCENT; CANYON COUNTY CANAL--12.68 PERCENT; BALLENTYNE CANAL--3.04 PERCENT; BOISE CITY CANAL--3.01 PERCENT; PIONEER CANAL--4.46 PERCENT.~~

BVC 2,808.43
MM D 9,381.5

PLACE OF USE:

~~THIS RIGHT IS LIMITED TO THE IRRIGATION OF 29,309.15 ACRES WITHIN THE BOUNDARY OF DRAINAGE DISTRICT NO 2.~~

This water is collected within the boundaries of Drainage District No. 2 and is limited to the irrigation of 29,309.15 acres within the digital boundaries of the following ditch companies: Farmers Union Canal, Boise Valley Canal, New Dry Creek Canal, New Union Canal, Middleton Canal, Canyon County Canal, Ballentyne Canal, Boise City Canal, Pioneer Canal.

→ 31,536.3 - see pg. 2

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.

The source of this right is wastewater collected by the rightholder and returned to the Boise River. The quantity of water returned to the Boise River is exchanged for an equal quantity of water which is diverted upstream at points of diversion by the delivery organizations listed above, in the percentages indicated, to be used on the place of use within the boundaries for each individual delivery organization's rights.

EXPLANATORY MATERIAL: BASIS OF CLAIM - Beneficial Use

THE FOLLOWING RIGHTS ARE ALSO DIVERTED THROUGH THE POINT OF DIVERSION DESCRIBED ABOVE AS T04N, R01W, S13, NENE: 63-124N, 63-125G, 63-126E, 63-161X, 63-168B, 63-168D, 63-173, 63-198AC, 63-254, 63-255, 63-370.

MMD 9,381.5

THE FOLLOWING RIGHTS ARE ALSO DIVERTED THROUGH THE POINT OF DIVERSION DESCRIBED ABOVE AS T04N, R01W, S14, NENW: ~~63-1~~, 63-183.

1283.1 Pioneer

THE FOLLOWING RIGHTS ARE ALSO DIVERTED THROUGH THE POINT OF DIVERSION DESCRIBED ABOVE AS T04N, R01E, S23, NESE: 63-125K, 63-126G, 63-146, 63-161L, 63-205, 63-206, 63-207, 63-258B, 63-263, 63-286, 63-288B, 63-28977, 63-31778, 63-31806.

*NEW DR - 2964
NEW TOWN 663.8*

~~RIGHT INCLUDES ACCOMPLISHED CHANGE IN POINT OF DIVERSION
PURSUANT TO SECTION 42-1425, IDAHO CODE.~~

THE FOLLOWING RIGHTS ARE ALSO DIVERTED THROUGH THE POINT OF DIVERSION DESCRIBED ABOVE AS T04N, R01E, S16, NESE: 63-195, 63-198AA, 63-258A, 63-260B, 63-264, 63-285, 63-31808.

*BALLENTINE
735.5*

THE FOLLOWING RIGHTS ARE ALSO DIVERTED THROUGH POINT OF DIVERSION DESCRIBED ABOVE AS T03N, R02E, S5, SENE: 63-120G, 63-123C, 63-123D, 63-123E, 63-123F, 63-123G, 63-124Q, 63-125J, 63-126F, 63-165M, 63-198AG, 63-248, 63-297, 63-2360, 63-18700, 63-21729, 63-31832.

*BUCKET - 2,808.43
FARMERS - 8,394*

THE FOLLOWING RIGHT IS ALSO DIVERTED THROUGH THE POINT OF DIVERSION DESCRIBED ABOVE AS T03N, R02E, S24, NWNE: 63-20041.

BCC - 1467

~~THE FOLLOWING RIGHT IS ALSO DIVERTED THROUGH THE POINTS OF DIVERSION DESCRIBED ABOVE AS T04N, R01W, S17, SWSW AND T04N, R02W, S15, NESE: 63-163, 63-179B, 63-21761.~~

*delete
OCC - 3839*

The source of this right is wastewater collected by the rightholder and returned to the Boise River. The quantity of water returned to the Boise River is exchanged for an equal quantity of water which is diverted upstream at the points of diversion for each delivery organization. Because the source of this water right is based upon the water returned to the Boise River, and the historic administration of this right, the quantity of water exchanged and diverted upstream at the points of diversion for each delivery organization shall be curtailed only to the same extent that the amount of wastewater returned to the Boise River is reduced or less than the quantity provided in this right. This right is not subject to the Stewart Decree or the step down provisions and/or cuts provided in said Stewart Decree.

= 31,536.3

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

RIGHT NUMBER: 63-31937

NAME AND ADDRESS: DRAINAGE DIST NO 2
C/O BRYCE FARRIS
RINGERT CLARK ~~CHARTERED~~ LAW
PO BOX 2773
BOISE ID 83701

SOURCE: WASTE WATER

TRIBUTARY: BOISE RIVER

QUANTITY: 100.000 CFS

PRIORITY DATE: 07/13/1923

POINT OF DIVERSION:

FARMERS BOISE VALLEY
BOISE CITY
BALLANTYNE
NEW DRY CREEK NEW UNION
MIDDLETON MINA + MORA RR
LITTLE PIONEER
CANYON COUNTY

T03N R02E S5 SENE Within ADA County *FARMERS OK*
- T03N R02E S24 NWNE Lot 1 Within ADA County *OK*
- T04N R01E S16 NESE Lot 8 Within ADA County *OK*
- T04N R01E S23 NESE Lot 1 Within ADA County *OK*
- T04N R01W S13 NENE Lot 1 Within ADA County *OK*
- T04N R01W S14 NENW Lot 3 Within ADA County *OK*
- T04N R01W S17 SWSW Lot 4 Within ADA County *OK*

ALSO CANYON COUNTY
ADD AS POD'S ALSO
4N 2W S15 NESE (LOT)
3N 2E S14 SENE
ALSO BOISE CITY

PURPOSE AND PERIOD OF USE:

PURPOSE OF USEPERIOD OF USEQUANTITY

IRRIGATION

03/01 11/15

100.000 CFS

Diversion for irrigation under this water right prior to April 1 and after October 31 shall occur only as authorized by the Water District 63 Water Master and only when water is being released for flood control by the United States from the Lucky Peak Dam outlet under procedures and requirements for the Memorandum of Agreement between the U.S. Department of the Army and the U.S. Department of the Interior for Flood Control Operations of the Boise River Reservoirs, dated November 20, 1953, the Water Control Manual for Boise River Reservoirs dated April 1985 and any future amendments or revisions made thereto pursuant to state or federal procedures or law; provided that any such use of this water right prior to April 1 and after October 31 shall be subordinated to water rights for storage in Lucky Peak Reservoir, Lake Lowell, Arrowrock Reservoir, and/or Anderson Ranch Reservoir, as decreed in SRBA Case No. 39576. *OK*

THE WATER AUTHORIZED BY THIS RIGHT IS CREDITED FOR DELIVERY TO THE FOLLOWING IRRIGATION CANALS AS A PERCENT OF THE TOTAL AUTHORIZED: FARMERS UNION CANAL--20.99 PERCENT; BOISE VALLEY CANAL--10.03 PERCENT; NEW DRY CREEK CANAL--9.47 PERCENT; NEW UNION CANAL--1.21 PERCENT; MIDDLETON CANAL--35.0 PERCENT; CANYON COUNTY CANAL--12.68 PERCENT; BALLANTYNE CANAL--3.04 PERCENT; BOISE CITY CANAL--3.01 PERCENT; PIONEER CANAL--4.46 PERCENT. *OK*

PLACE OF USE:

~~THIS RIGHT IS LIMITED TO THE IRRIGATION OF 29,309.15 ACRES WITHIN THE BOUNDARY OF DRAINAGE DISTRICT NO 2.~~ *SPACE*

DIGITAL
This water is collected within the boundaries of Drainage District No. 2 and is limited to the irrigation of 29,309.15 acres within the boundaries of the following ditch companies: Farmers Union Canal, Boise Valley Canal, New Dry Creek Canal, New Union Canal, Middleton Canal, Canyon County Canal, Ballentyne Canal, Boise City Canal, Pioneer Canal.

after SF5
argued - need
to go in + limit
pop's + add
the uncertainty

Need to go
through these
after SF5
is argued +
weed out. What
memo or change

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.

~~The source of this right is wastewater collected by the rightholder and returned to the Boise River. The quantity of water returned to the Boise River is exchanged for an equal quantity of water which is diverted upstream at points of diversion by the delivery organizations listed above, in the percentages indicated, to be used on the place of use within the boundaries for each individual delivery organization's rights.~~

LEAVE
IN

EXPLANATORY MATERIAL: BASIS OF CLAIM - Beneficial Use

~~The source of this right is wastewater collected by the rightholder and returned to the Boise River. The quantity of water returned to the Boise River is exchanged for an equal quantity of water which is diverted upstream at the points of diversion for each delivery organization mentioned in this right. Per the Court order, historical administration of this right~~

delete

THE FOLLOWING RIGHTS ARE ALSO DIVERTED THROUGH THE POINT OF DIVERSION DESCRIBED ABOVE AS T04N, R01W, S13, NENE: 63-124N, 63-125G, 63-126E, 63-161X, 63-168B, 63-168D, 63-173, 63-198AC, 63-254, 63-255, 63-370.

OK

THE FOLLOWING RIGHTS ARE ALSO DIVERTED THROUGH THE POINT OF DIVERSION DESCRIBED ABOVE AS T04N, R01W, S14, NENE: 63-1, 63-183.

REMOVE

THE FOLLOWING RIGHTS ARE ALSO DIVERTED THROUGH THE POINT OF DIVERSION DESCRIBED ABOVE AS T04N, R01E, S23, NESE: 63-125K, 63-126G, 63-146, 63-161L, 63-205, 63-206, 63-207, 63-258B, 63-263, 63-286, 63-288B, 63-28977, 63-31778, 63-31806.

OK

RIGHT INCLUDES ACCOMPLISHED CHANGE IN POINT OF DIVERSION PURSUANT TO SECTION 42-1425, IDAHO CODE.

THE FOLLOWING RIGHTS ARE ALSO DIVERTED THROUGH THE POINT OF DIVERSION DESCRIBED ABOVE AS T04N, R01E, S16, NESE: 63-195, 63-198AA, 63-258A, 63-260B, 63-264, 63-285, 63-31808.

OK

THE FOLLOWING RIGHTS ARE ALSO DIVERTED THROUGH POINT OF DIVERSION DESCRIBED ABOVE AS T03N, R02E, S5, SENE: 63-120G, 63-123C, 63-123D, 63-123E, 63-123F, 63-123G, 63-124Q, 63-125J, 63-126F, 63-165M, 63-198AG, 63-248, 63-297, 63-2360, 63-18700, 63-21729, 63-31832.

REMOVE
ALL ELSE OK

The source of this right is wastewater collected by the rightholder and returned to the Boise River. The quantity of water returned to the Boise River is exchanged for an equal quantity of water which is diverted upstream at the points of diversion for each delivery organization. Because the source of this water right is based upon the water returned to the Boise River, and the historic administration of this right, the quantity of water exchanged and diverted upstream at the points of diversion for each delivery organization shall be curtailed only to the same extent that the amount of wastewater returned to the Boise River is reduced or less than the quantity provided in this right. This right is not subject to the Stewart Decree or the step down provisions and/or cuts provided in said Stewart Decree.

THE FOLLOWING RIGHT IS ALSO DIVERTED THROUGH THE POINT OF DIVERSION DESCRIBED ABOVE AS T03N, R02E, S24, NWNE: 63-20041.

ADD: The following rights are also diverted through the points of diversion described above as T4N, 1W, S.17, SWSW & T4N, R2W, S.15, NESE: 63-1403, 63-1793 & 63-21761.

SF5 Right No. 63-31937

DRAFT

Tent to Lori to
Draft SF5 on
5-19-10

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

RIGHT NUMBER: 63-31937

NAME AND ADDRESS: DRAINAGE DIST NO 2
C/O BRYCE FARRIS
RINGERT CLARK ~~CHARTERED~~ LAW
PO BOX 2773
BOISE ID 83701

SOURCE: WASTE WATER

TRIBUTARY: BOISE RIVER

QUANTITY: 100.000 CFS

PRIORITY DATE: 07/13/1923

POINT OF DIVERSION:

T03N R02E S5 SENE Within ADA County ~~FARMERS~~ OK
T03N R02E S24 NWNE Lot 1 Within ADA County OK
T04N R01E S16 NESE Lot 8 Within ADA County OK
T04N R01E S23 NESE Lot 1 Within ADA County OK
T04N R01W S13 NENE Lot 1 Within ADA County OK
T04N R01W S14 NENW Lot 3 Within ADA County OK
T04N R01W S17 SWSW Lot 4 Within ADA County OK

ADD AS POD'S ALSO
4N 2W S15 NESE (LOT 1)
3N 2E S14 SENE

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
IRRIGATION	03/01 11/15	100.000 CFS

Diversion for irrigation under this water right prior to April 1 and after October 31 shall occur only as authorized by the Water District 63 Water Master and only when water is being released for flood control by the United States from the Lucky Peak Dam outlet under procedures and requirements for the Memorandum of Agreement between the U.S. Department of the Army and the U.S. Department of the Interior for Flood Control Operations of the Boise River Reservoirs, dated November 20, 1953, the Water Control Manual for Boise River Reservoirs dated April 1985 and any future amendments or revisions made thereto pursuant to state or federal procedures or law; provided that any such use of this water right prior to April 1 and after October 31 shall be subordinated to water rights for storage in Lucky Peak Reservoir, Lake Lowell, Arrowrock Reservoir, and/or Anderson Ranch Reservoir, as decreed in SRBA Case No. 39576. OK

THE WATER AUTHORIZED BY THIS RIGHT IS CREDITED FOR DELIVERY TO THE FOLLOWING IRRIGATION CANALS AS A PERCENT OF THE TOTAL AUTHORIZED: FARMERS UNION CANAL--20.99 PERCENT; BOISE VALLEY CANAL--10.03 PERCENT; NEW DRY CREEK CANAL--9.47 PERCENT; NEW UNION CANAL--1.21 PERCENT; MIDDLETON CANAL--35.0 PERCENT; CANYON COUNTY CANAL--12.68 PERCENT; BALLENTYNE CANAL--3.04 PERCENT; BOISE CITY CANAL--3.01 PERCENT; PIONEER CANAL--4.46 PERCENT. OK

PLACE OF USE:

~~THIS RIGHT IS LIMITED TO THE IRRIGATION OF 29,309.15 ACRES WITHIN THE BOUNDARY OF DRAINAGE DISTRICT NO 2.~~

~~THIS WATER IS COLLECTED WITHIN THE BOUNDARIES OF DRAINAGE DISTRICT NO. 2 AND IS LIMITED TO THE IRRIGATION OF 29,309.15 ACRES WITHIN THE BOUNDARIES OF THE FOLLOWING DITCH COMPANIES: FARMERS UNION CANAL, BOISE VALLEY CANAL, NEW DRY CREEK CANAL, NEW UNION CANAL, MIDDLETON CANAL, CANYON COUNTY CANAL, BALLENTYNE CANAL, BOISE CITY CANAL, PIONEER CANAL.~~ SPACE DIGITAL

SF5 Right No. 63-31937

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.

~~The source of this right is wastewater collected by the rightholder and returned to the Boise River. The quantity of water returned to the Boise River is exchanged for an equal quantity of water which is diverted upstream at points of diversion by the delivery organizations listed above, in the percentages indicated, to be used on the place of use within the boundaries for each individual delivery organization's rights.~~

LEAVE
IN

EXPLANATORY MATERIAL: BASIS OF CLAIM - Beneficial Use

~~The source of this right is wastewater collected by the rightholder and returned to the Boise River. The quantity of water returned to the Boise River is exchanged for an equal quantity of water which is diverted upstream at the points of diversion for each delivery organization mentioned in this right. Per the Court order, historical administration of this right~~

delete

THE FOLLOWING RIGHTS ARE ALSO DIVERTED THROUGH THE POINT OF DIVERSION DESCRIBED ABOVE AS T04N, R01W, S13, NENE: 63-124N, 63-125G, 63-126E, 63-161X, 63-168B, 63-168D, 63-173, 63-198AC, 63-254, 63-255, 63-370.

OK
REMOVE

THE FOLLOWING RIGHTS ARE ALSO DIVERTED THROUGH THE POINT OF DIVERSION DESCRIBED ABOVE AS T04N, R01W, S14, NENE: 63-1, 63-183.

THE FOLLOWING RIGHTS ARE ALSO DIVERTED THROUGH THE POINT OF DIVERSION DESCRIBED ABOVE AS T04N, R01E, S23, NESE: 63-125K, 63-126G, 63-146, 63-161L, 63-205, 63-206, 63-207, 63-258B, 63-263, 63-286, 63-288B, 63-28977, 63-31778, 63-31806.

OK

RIGHT INCLUDES ACCOMPLISHED CHANGE IN POINT OF DIVERSION PURSUANT TO SECTION 42-1425, IDAHO CODE.

delete

THE FOLLOWING RIGHTS ARE ALSO DIVERTED THROUGH THE POINT OF DIVERSION DESCRIBED ABOVE AS T04N, R01E, S16, NESE: 63-195, 63-198AA, 63-258A, 63-260B, 63-264, 63-285, 63-31808.

OK
REMOVE
ALL ELSE OK

THE FOLLOWING RIGHTS ARE ALSO DIVERTED THROUGH POINT OF DIVERSION DESCRIBED ABOVE AS T03N, R02E, S5, SESE: 63-120G, 63-123C, 63-123D, 63-123E, 63-123F, 63-123G, 63-124Q, 63-125J, 63-126F, 63-165M, 63-198AG, 63-248, 63-297, 63-2360, 63-18700, 63-21729, 63-31832.

The source of this right is wastewater collected by the rightholder and returned to the Boise River. The quantity of water returned to the Boise River is exchanged for an equal quantity of water which is diverted upstream at the points of diversion for each delivery organization. Because the source of this water right is based upon the water returned to the Boise River, and the historic administration of this right, the quantity of water exchanged and diverted upstream at the points of diversion for each delivery organization shall be curtailed only to the same extent that the amount of wastewater returned to the Boise River is reduced or less than the quantity provided in this right. This right is not subject to the Stewart Decree or the step down provisions and/or cuts provided in said Stewart Decree.

THE FOLLOWING RIGHT IS ALSO DIVERTED THROUGH THE POINT OF DIVERSION DESCRIBED ABOVE AS T03N, R02E, S24, NWNE: 63-20041.

ADD: The following rights are also diverted through the points of diversion described above as T4N, 1W, S.17, SWSW & T4N, R2W, S.15, NESE: 63-1403, 63-1793 & 63-21761.

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

RIGHT NUMBER: 63-31937

NAME AND ADDRESS: DRAINAGE DIST NO 2
C/O BRYCE FARRIS
RINGERT ~~CLARK CHARTERED~~ LAW
PO BOX 2773
BOISE ID 83701

SOURCE: WASTE WATER

TRIBUTARY: BOISE RIVER

QUANTITY: 100.000 CFS

PRIORITY DATE: 07/13/1923

POINT OF DIVERSION: 3N 2E S. 14, SENE - BOISE CITY (-)

~~T03N R02E S5 SENE Within ADA County~~ FARMER ST BOISE CITY

~~T03N R02E S24 NWNE Lot 1 Within ADA County~~ BOISE CITY

~~T04N R01E S16 NESE Lot 8 Within ADA County~~ BALLANTYNE

~~T04N R01E S23 NESE Lot 1 Within ADA County~~ NEW RY CR & NEW UNION (2)

~~T04N R01W S13 NENE Lot 1 Within ADA County~~ MIDDLETON (BOTH)

~~T04N R01W S14 NENW Lot 3 Within ADA County~~ SEAW. S. 23 T. 44 R. 1E

~~T04N R01W S17 SWSW Lot 4 Within ADA County~~ SEAW. S. 24 T. 44 R. 1W

TO LEAVE IN AS 15 SEAW. S. 24 T. 44 R. 2W

2W S15 NESE (LOT 1) → CANYON (2)

PURPOSE AND PERIOD OF USE:

As of 2/19/10

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.

OK
~~The source of this right is wastewater collected by the rightholder and returned to the Boise River. The quantity of water returned to the Boise River is exchanged for an equal quantity of water which is diverted upstream at points of diversion by the delivery organizations listed above, in the percentages indicated, to be used on the place of use within the boundaries for each individual delivery organization's rights.~~

*Leave in
 & add to
 63-2392A*

EXPLANATORY MATERIAL: BASIS OF CLAIM - Beneficial Use

remove
~~The source of this right is wastewater collected by the rightholder and returned to the Boise River. The quantity of water returned to the Boise River is exchanged for an equal quantity of water which is diverted upstream at the points of diversion for each delivery organization mentioned in this right. Per the Court order, historical administration of this right~~

THE FOLLOWING RIGHTS ARE ALSO DIVERTED THROUGH THE POINT OF DIVERSION DESCRIBED ABOVE AS T04N, R01W, S13, NENE: 63-124N, 63-125G, 63-126E, 63-161X, 63-168B, 63-168D, 63-173, 63-198AC, 63-254, 63-255, 63-370. *OK*

THE FOLLOWING RIGHTS ARE ALSO DIVERTED THROUGH THE POINT OF DIVERSION DESCRIBED ABOVE AS T04N, R01W, S14, NENW: 63-1, 63-183.

THE FOLLOWING RIGHTS ARE ALSO DIVERTED THROUGH THE POINT OF DIVERSION DESCRIBED ABOVE AS T04N, R01E, S23, NESE: 63-125K, 63-126G, 63-146, 63-161L, 63-205, 63-206, 63-207, 63-258B, 63-263, 63-286, 63-288B, 63-28977, 63-31778, 63-31806.

delete
~~RIGHT INCLUDES ACCOMPLISHED CHANGE IN POINT OF DIVERSION PURSUANT TO SECTION 42-1425, IDAHO CODE.~~

THE FOLLOWING RIGHTS ARE ALSO DIVERTED THROUGH THE POINT OF DIVERSION DESCRIBED ABOVE AS T04N, R01E, S16, NESE: 63-195, 63-198AA, 63-258A, 63-260B, 63-264, 63-285, 63-31808.

THE FOLLOWING RIGHTS ARE ALSO DIVERTED THROUGH POINT OF DIVERSION DESCRIBED ABOVE AS T03N, R02E, S5, SENE: 63-120G, 63-123C, 63-123D, 63-123E, 63-123F, 63-123G, 63-124Q, 63-125J, 63-126F, 63-165M, 63-198AG, 63-248, 63-297, 63-2360, 63-18700, 63-21729, 63-31832.

The source of this right is wastewater collected by the rightholder and returned to the Boise River. The quantity of water returned to the Boise River is exchanged for an equal quantity of water which is diverted upstream at the points of diversion for each delivery organization. Because the source of this water right is based upon the water returned to the Boise River, and the historic administration of this right, the quantity of water exchanged and diverted upstream at the points of diversion for each delivery organization shall be curtailed only to the same extent that the amount of wastewater returned to the Boise River is reduced or less than the quantity provided in this right. This right is not subject to the Stewart Decree or the step down provisions and/or cuts provided in said Stewart Decree.

THE FOLLOWING RIGHT IS ALSO DIVERTED THROUGH THE POINT OF DIVERSION DESCRIBED ABOVE AS T03N, R02E, S24, NWNE: 63-20041.

PLACE OF USE:

THIS RIGHT IS LIMITED TO THE IRRIGATION OF 29,309.15 ACRES WITHIN
THE BOUNDARY OF DRAINAGE DISTRICT NO 2.

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

This water is collected within
the boundaries of DD#2, ^{is limited to the max. of} within the
~~place of use being within the digital~~ 29,309.15
boundaries of the following ditch
companies: List ditch Companies.
acres

63-31937 pg 2

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

RIGHT NUMBER: 63-31937

NAME AND ADDRESS: DRAINAGE DIST NO 2
C/O BRYCE FARRIS
RINGERT CLARK ~~CHARTERED~~ LAW
PO BOX 2773
BOISE ID 83701

SOURCE: WASTE WATER

TRIBUTARY: BOISE RIVER

QUANTITY: 100.000 CFS

PRIORITY DATE: 07/13/1923

POINT OF DIVERSION:

T03N R02E S5 SENE Within ADA County *FARMERS & Boise Valley*
T03N R02E S24 NWNE Lot 1 Within ADA County - *BOISE CITY CANAL - 3N 2E S. 14 SENE*
T04N R01E S16 NESE Lot 8 Within ADA County - *FARMERS & BOISE VALLEY BOISE CITY*
T04N R01E S23 NESE Lot 1 Within ADA County - *BALLANTYNE*
T04N R01W S13 NENE Lot 1 Within ADA County - *NEW DRY CREEK & NEW UNION*
T04N R01W S13 NENE Lot 1 Within ADA County - *BOTH MIDDLETON IRRIG & MILL*
PIONEER → T04N R01W S14 NENE Lot 3 Within ADA County → *CHANGE TO SEND S. 43 T. 4N R. 1E*
T04N R01W S17 SWSW Lot 4 Within ADA County *CANYON COUNTY* *SEND S. 43 T. 4N R. 1E*
ADO T04N R2W S15 NESE LOT 1 → *CANYON COUNTY CANAL*

PURPOSE AND *ADO*
PERIOD OF USE:

PURPOSE OF USE	PERIOD OF USE	QUANTITY
IRRIGATION	03/01 11/15	100.000 CFS
Diversion for irrigation under this water right prior to April 1 and after October 31 shall occur only as authorized by the Water District 63 Water Master and only when water is being released for flood control by the United States from the Lucky Peak Dam outlet under procedures and requirements for the Memorandum of Agreement between the U.S. Department of the Army and the U.S. Department of the Interior for Flood Control Operations of the Boise River Reservoirs, dated November 20, 1953, the Water Control Manual for Boise River Reservoirs dated April 1985 and any future amendments or revisions made thereto pursuant to state or federal procedures or law; provided that any such use of this water right prior to April 1 and after October 31 shall be subordinated to water rights for storage in Lucky Peak Reservoir, Lake Lowell, Arrowrock Reservoir, and/or Anderson Ranch Reservoir, as decreed in SRBA Case No. 39576. THE WATER AUTHORIZED BY THIS RIGHT IS CREDITED FOR DELIVERY TO THE FOLLOWING IRRIGATION CANALS AS A PERCENT OF THE TOTAL AUTHORIZED: <i>FARMERS UNION CANAL--20.99 PERCENT; BOISE VALLEY CANAL--10.03 PERCENT; NEW DRY CREEK CANAL--9.47 PERCENT; NEW UNION CANAL--1.21 PERCENT; MIDDLETON CANAL--35.0 PERCENT; CANYON COUNTY CANAL--12.68 PERCENT; BALLANTYNE CANAL--3.04 PERCENT; BOISE CITY CANAL--3.01 PERCENT; PIONEER CANAL--4.46 PERCENT.</i>		

PLACE OF USE:

~~THIS RIGHT IS LIMITED TO THE IRRIGATION OF 29,309.15 ACRES WITHIN THE BOUNDARY OF DRAINAGE DISTRICT NO 2.~~

SPACE → *PITAL*
This water is collected within the boundaries of Drainage District No. 2 and is limited to the irrigation of 29,309.15 acres within the boundaries of the following ditch companies: Farmers Union Canal, Boise Valley Canal, New Dry Creek Canal, New Union Canal, Middleton Canal, Canyon County Canal, Ballentyne Canal, Boise City Canal, Pioneer Canal.

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.

~~The source of this right is wastewater collected by the rightholder and returned to the Boise River. The quantity of water returned to the Boise River is exchanged for an equal quantity of water which is diverted upstream at points of diversion by the delivery organizations listed above, in the percentages indicated, to be used on the place of use within the boundaries for each individual delivery organization's rights.~~

LEAVE
IN

EXPLANATORY MATERIAL: BASIS OF CLAIM - Beneficial Use

~~The source of this right is wastewater collected by the rightholder and returned to the Boise River. The quantity of water returned to the Boise River is exchanged for an equal quantity of water which is diverted upstream at the points of diversion for each delivery organization mentioned in this right. Per the Court order, historical administration of this right~~

delete

THE FOLLOWING RIGHTS ARE ALSO DIVERTED THROUGH THE POINT OF DIVERSION DESCRIBED ABOVE AS T04N, R01W, S13, NENE: 63-124N, 63-125G, 63-126E, 63-161X, 63-168B, 63-168D, 63-173, 63-198AC, 63-254, 63-255, 63-370.

OK

THE FOLLOWING RIGHTS ARE ALSO DIVERTED THROUGH THE POINT OF DIVERSION DESCRIBED ABOVE AS T04N, R01W, S14, NENW: 63-183.

THE FOLLOWING RIGHTS ARE ALSO DIVERTED THROUGH THE POINT OF DIVERSION DESCRIBED ABOVE AS T04N, R01E, S23, NESE: 63-125K, 63-126G, 63-146, 63-161L, 63-205, 63-206, 63-207, 63-258B, 63-263, 63-286, 63-288B, 63-28977, 63-31778, 63-31806.

OK

~~RIGHT INCLUDES ACCOMPLISHED CHANGE IN POINT OF DIVERSION PURSUANT TO SECTION 42-1425, IDAHO CODE.~~

delete

THE FOLLOWING RIGHTS ARE ALSO DIVERTED THROUGH THE POINT OF DIVERSION DESCRIBED ABOVE AS T04N, R01E, S16, NESE: 63-195, 63-198AA, 63-258A, 63-260B, 63-264, 63-285, 63-31808.

OK

THE FOLLOWING RIGHTS ARE ALSO DIVERTED THROUGH POINT OF DIVERSION DESCRIBED ABOVE AS T03N, R02E, S5, SENE: 63-120G, 63-123C, 63-123D, 63-123E, 63-123F, 63-123G, 63-124Q, 63-125J, 63-126F, 63-165M, 63-198AG, 63-248, 63-297, 63-2360, 63-18700, 63-21729, 63-31832.

delete
all else
OK

OK to leave
in

The source of this right is wastewater collected by the rightholder and returned to the Boise River. The quantity of water returned to the Boise River is exchanged for an equal quantity of water which is diverted upstream at the points of diversion for each delivery organization. Because the source of this water right is based upon the water returned to the Boise River, and the historic administration of this right, the quantity of water exchanged and diverted upstream at the points of diversion for each delivery organization shall be curtailed only to the same extent that the amount of wastewater returned to the Boise River is reduced or less than the quantity provided in this right. This right is not subject to the Stewart Decree or the step down provisions and/or cuts provided in said Stewart Decree.

THE FOLLOWING RIGHT IS ALSO DIVERTED THROUGH THE POINT OF DIVERSION DESCRIBED ABOVE AS T03N, R02E, S24, NWNE: 63-20041.

OK

APP: The following right(s) are also diverted through the point of diversion described above as 4N 1W S. 17 SWSW T4N 2W Q. 15 NESE: 63-163, 63-179B & 63-21761.

Today Tiller

Nampa Meridian ID -

63-199B BLM OBJ. RESOLVED,
63-200B NMID RESOLVED W/ ADDITION OF
63-2968
+ 30181 CREASON LATERAL ACRES

3 OR 4 ACRES OUT FOR BLM + 3 OR 4 ACRES
ADDED FOR CREASON LATERAL. ^{NO CHANGE IN ACRES.} HEATHER
CUNNINGHAM WITHDREW HER CLAIM PER
STIP W/ NMID, WHICH MOVES THESE RTS.
FORWARD FOR SFS.

63-2392B - BLM OBJ. RESOLVED, - SAME
AS 63-199B, 200B

AKSO - THIS RT. IS A SPLIT OF THE LICENSE FOR
THE WASTEWATER CREDITED BACK UPSTREAM TO
THEIR POD. Tilted w/ Bryce Ferris, attorney,
to mention what the rt is for and put
an explanatory remark addressing the fact
that these are not cuttable per historic practice.
Re Lee Visco W.M.B.R. until 2007 or 2008? &
Key Barrie, present watermaster. Resolves
Went Draft - got provision back from
Bryce + am working on new SFS. Need
to check POD's + make sure the # is
correct. Remove Change in POD remark
as there has been no change in POD. Old
license listed POD's as discharge & etc.

Pioneer

63-2114 - OK to do SFS - We were waiting until 63-32584's objection date came & it was 2-1-10 - no objections so SFS can be done on 63-2114 (needs NMID settlement language (see 63-32584) zip code change. Do they want to wait for partial decree or do SFS now.

63-2891 & 32513 - ? did Andy get back

21706

21713

2891

32513

5255

2114

32584 >

2529

9109

166A etc.

LAW OFFICES OF

**RACINE OLSON NYE BUDGE & BAILEY
CHARTERED**

101 SOUTH CAPITOL BOULEVARD
SUITE 208
BOISE, IDAHO 83702

TELEPHONE (208) 395-0011
FACSIMILE (208) 433-0167

WWW.RACINELAW.NET

SENDER'S E-MAIL ADDRESS: MAT@RACINELAW.NET

RECEIVED

JUL 28 2009

DEPARTMENT OF
WATER RESOURCES

W. MARCUS W. NYE
RANDALL C. BUDGE
JOHN A. BAILEY, JR.
JOHN R. GOODELL
JOHN B. INGELSTROM
DANIEL C. GREEN
BRENT O. ROCHE
KIRK B. HADLEY
FRED J. LEWIS
ERIC L. OLSEN
CONRAD J. AIKEN
RICHARD A. HEARN, M.D.
LANE V. ERICKSON
FREDERICK J. HAHN, III
DAVID E. ALEXANDER
PATRICK N. GEORGE
SCOTT J. SMITH
JOSHUA D. JOHNSON
STEPHEN J. MUHONEN
BRENT L. WHITING
JONATHAN S. BYINGTON
DAVE BAGLEY
CAROL TIPPI VOLYN
THOMAS J. BUDGE
CANDICE M. MCHUGH
JONATHAN M. VOLYN
MARK A. SHAFFER
JASON E. FLAIG

POCATELLO OFFICE
201 EAST CENTER STREET
POST OFFICE BOX 1391
POCATELLO, IDAHO 83201
TELEPHONE: (208) 232-6101
FACSIMILE: (208) 232-6109

IDAHO FALLS OFFICE

477 SHOUP AVENUE
SUITE 203A
POST OFFICE BOX 50898
IDAHO FALLS, ID 83402
TELEPHONE: (208) 528-6101
FACSIMILE: (208) 528-6109

COEUR D'ALENE OFFICE

250 NORTHWEST
BOULEVARD, SUITE 106A
COEUR D'ALENE, ID 83814
TELEPHONE: (208) 785-6868

ALL OFFICES TOLL FREE
(877) 232-8101

LOUIS F. RACINE (1917-2005)
WILLIAM D. OLSON, OF COUNSEL

July 23, 2009

Idaho Department Of Water Resources
C/O Victoria Wigle
322 E. Front Street
Boise, ID 83720

Re: SRBA Case No. 39576, Subcases: 63-198A], 63-199B, 63-200B,
63-2392B, 63-2968 and 63-30181

Dear Department:

Enclosed is an original and one copy of a *Request to the Idaho Department of Water Resources to Maintain Resolution in Water Right Files and Database* in the above captioned matter. Please file the original, conform the copy, and return the conformed copy to this office in the pre-addressed, stamped envelope provided.

Done
SR7

Yours very truly,

Mary Taddicken

MARY TADDICKEN
Legal Assistant to Conrad J. Aiken
and Candice M. McHugh

Enclosures

N:\MT\SRBA\Department ltr.doc

RECEIVED

JUL 28 2009

DEPARTMENT OF
WATER RESOURCES

ORIGINAL

Candice M. McHugh, ISB #5908
RACINE OLSON NYE
BUDGE & BAILEY, CHARTERED
101 S. Capitol Blvd., Suite 208
Boise, Idaho 83702
Telephone: (208) 395-0011
Facsimile: (208) 433-0167
cmm@racinelaw.net

Attorneys for Lindsey Lateral

BEFORE THE IDAHO DEPARTMENT OF WATER RESOURCES

In Re SRBA

Case No. 39576

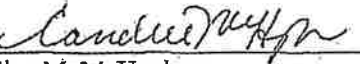
Subcase Nos. 63-198A1, 63-199B, 63-200B, 63-2392B, 63-2968 and 63-30181

REQUEST TO THE IDAHO DEPARTMENT
OF WATER RESOURCES TO MAINTAIN
RESOLUTION IN WATER RIGHT FILES
AND DATABASE

As part of an agreement to resolve objections in the Snake River Basin Adjudication, Lindsey Lateral Association ("LLA") and Nampa & Meridian Irrigation District hereby request that the Idaho Department of Water Resources ("IDWR") maintain a copy of the attached Resolution of the Nampa & Meridian Irrigation District signed on July 21, 2009 in each of the above-listed water right files. It is further requested of IDWR to make the proper reference and/or notation in the computer database for each of these water right numbers to this Resolution.

DATED this 23rd day of July, 2009.

RACINE, OLSON, NYE, BUDGE &
BAILEY, CHARTERED

By: 
Candice M. McHugh
Attorney for Lindsey Lateral Association

RINGERT LAW CHARTERED

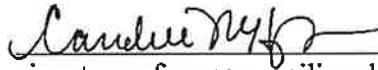
By: 
Bryce S. Farris
Attorney for Nampa & Meridian Irr. Dist.

REQUEST TO THE IDAHO DEPARTMENT OF WATER RESOURCES TO MAINTAIN
RESOLUTION IN WATER RIGHT FILES AND DATABASE - Page 1

CERTIFICATE OF SERVICE

I **HEREBY CERTIFY** that on the 23rd day of July, 2009, the above and foregoing document was served in the following manner.

S. Bryce Farris Ringert Clark, Chtd. 455 S. Third Street PO Box 2773 Boise, ID 83701-2773	☒ U.S. Mail/Postage Prepaid ☐ Facsimile 208-878-2548 ☐ Overnight Mail ☐ Hand Delivery
Lynn Tominaga, President Lindsey Lateral Association PO Box 2624 Boise, ID 83701-2624	☒ U.S. Mail/Postage Prepaid ☐ Facsimile 208-878-2548 ☐ Overnight Mail ☐ Hand Delivery



signature of person mailing document(s)

RESOLUTION OF THE NAMPA & MERIDIAN IRRIGATION DISTRICT

WHEREAS, the Nampa & Meridian Irrigation District ("NMID") has certain water right claims which are currently pending in the Snake River Basin Adjudication; and

WHEREAS, the Lindsey Lateral Association ("LLA") has filed objections and/or competing claims to NMID's water rights which are currently pending in the Snake River Basin Adjudication; and

WHEREAS, NMID and members of the LLA desire to settle the issues involving LLA's claims to a water right and its objections to certain water rights held by NMID all of which are pending in the Snake River Basin Adjudication; and

WHEREAS, as part of said settlement of the issues with LLA, NMID recognizes and agrees that the members of the LLA receive water from the water rights of NMID, currently through the Lindsey Lateral, pursuant to contractual rights and are not landowners of the District; and

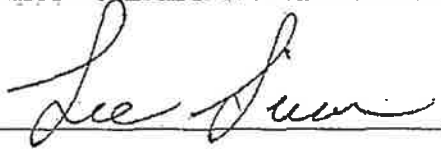
WHEREAS, as part of the said settlement of the issues with LLA, NMID further recognizes and agrees to continue to deliver water to the members of the LLA, depending on availability, from the water rights of NMID, through the Lindsey Lateral, pursuant to contracts so long as those contracts are in full force and effect.

NOW, THEREFORE, upon motion made by Mr. Lee Sisco and seconded by Mr. Monte Janicek, the Board of Directors of Nampa & Meridian Irrigation District adopts and approves this Resolution confirming the rights of the members of the LLA to continue to be delivered water, depending on availability, from the water rights of NMID, which are currently delivered

through the Lindsey Lateral, pursuant to contracts so long as those contracts remain in full force and effect.

Dated the 21 day of July, 2009.

NAMPA & MERIDIAN IRRIGATION DISTRICT

A handwritten signature in cursive script, appearing to read "Lee Sisco", written over a horizontal line.

Lee Sisco, Vice-President

ATTEST:

A handwritten signature in cursive script, appearing to read "Daren R. Coon", written over a horizontal line.

Daren R. Coon, Secretary/Treasurer

POU

This right covers
for the H₂O collected ~~in the~~ within
Drainage District #² with the place
of use being within the digital
boundaries of the following ditch
companies:

S&S's for all their its:

DD#³ → 63-2392B - add the exp material.

All NM/D's

Figured off by BLM - only.

~~This right covers the water collected within
DD#2~~

The place of use of this water is ^{for lands} within the
digital boundaries of the (list of ditch companies).
~~This water is This water is~~

This water is collected within the boundaries
of DD#2 with the place of use lying within
the ^{DIGITAL} boundaries of the following ditch companies;
List ditch companies.

Bruce Smith withdrew objection.

9/18/09

The source of this right is wastewater collected by DD#2 and returned to the Boise River. The quantity of water returned to the Boise River is exchanged for an equal quantity of water, uncuttable under the Stewart Decree (or per historical delivery), which is diverted upstream at points of diversion, by the delivery organizations listed above, in the percentage indicated, to be used on the place of use with within the the boundaries of DD#2.

Need to speak with Ted Booth concerning Bruce's concern over the place of use and talk to Bruce concerning adding the language to about the uncuttable it to the remark above?

2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
---	---	---	---	---	---	---	---	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	-----

10

Shurte, Jan

From: Bryce Farris [bryce@ringertlaw.com]
Sent: Wednesday, December 16, 2009 11:53 AM
To: Shurte, Jan
Cc: Spencer, Nick
Subject: Drainage Rights
Attachments: uncuttable.remark.pdf

Jan:

Attached is a proposed remark to be added to the drainage right. As I indicated in a voicemail, DD#2 is ok with it going in the Explanatory Material so long as a late objection is not necessary. Please advise whether Special Master Booth is ok with adding the language to the Explanatory Material.

As to the remark, I have included a version for DD#2 and DD#4 and a version for NMID. The only difference is that NMID is the rightholder. Please review and let me know if you have any comments.
Thanks,

S. Bryce Farris
Attorney at Law
RINGERT LAW CHARTERED
455 S. Third Street
P.O. Box 2773
Boise, ID 83701
Tel: (208) 342-4591
Fax: (208) 342-4657
bryce@ringertlaw.com

12/16/2009

Explanatory remarks

Drainage Remark for DD#2 (63-31937) (as long as it is going in the Explanatory Material, it should also be added to DD#4 (63-31936)):

The source^{of} this right is wastewater collected by the rightholder and returned to the Boise River. The quantity of water returned to the Boise River is exchanged for an equal quantity of water which is diverted upstream at the points of diversion for each delivery organization. Because the source of this water right is based upon the water returned to the Boise River, and the historic administration of this right, the quantity of water exchanged and diverted upstream at the points of diversion for each delivery organization shall be curtailed only to the same extent that the amount of wastewater returned to the Boise River is reduced or less than the quantity provided in this right. This right is not subject to the Stewart Decree or the step down provisions and/or cuts provided in said Stewart Decree. OK

Drainage Remark for NMID (63-2392B) (The only difference in the remarks is that NMID is the rightholder):

The source^{of} this right is wastewater returned to the Boise River. The quantity of water returned to the Boise River is exchanged for an equal quantity of water which is diverted upstream at the points of diversion for the rightholder. Because the source of this water right is based upon the water returned to the Boise River, and the historic administration of this right, the quantity of water exchanged and diverted upstream at the points of diversion for the rightholder shall be curtailed only to the same extent that the amount of wastewater returned to the Boise River is reduced or less than the quantity provided in this right. This right is not subject to the Stewart Decree or the step down provisions and/or cuts provided in said Stewart Decree. OK

Shurte, Jan

From: Shurte, Jan
Sent: Friday, March 19, 2010 12:40 PM
To: Williams, Ray
Cc: Shurte, Jan
Subject: RE: NMID

Hi Ray,

We are set to go on the 63-199B, 200B, 2392B, 30181, 2968 and 198AJ with the maps. The maps are updated with both Creason Lateral and BLM objections resolved. Lindsey Lateral was in there also and their land was always included. Ok there. Then, the one I am working on the step down remark with him is 63-31937 which is for Drainage District No. 2. It also affects 63-2392B shown above because both of these are for the wastewater credit rights – 63-2392B is actually for Nampa Meridian's portion of Drainage District No. 3's credit. DD#3 did not file it's own filing, all the ditch companies filed separately. So, we have come to an agreement and I was almost done when something took my attention away. I will put it in my to do now pile. I am organizing this today. That's the scoop.

Jan

From: Williams, Ray
Sent: Friday, March 19, 2010 11:28 AM
To: Shurte, Jan
Subject: NMID

Hey, Jan –

I have a little time today, so I'm circling back to some Basin 63 stuff. Don't feel like I'm hounding you – I'm just trying to make sure that I'm tracking and that things don't slip between the cracks. My understanding is that for 63-199B, 200B, 2392B & 2968, that you have created a new digital boundary that resolves the POU issues that resolves all of the objections and we're ready to do SF5s. For 63-30181, you and Bryce are finalizing language regarding the step-down/uncuttable status, credit back up to top, etc. I put a reminder on my calendar in a few weeks to check in to see if you and Bryce have had a chance to get that worked out.

Am I making any sense?

Thanks!

Ray

Shurte, Jan

From: Shurte, Jan
Sent: Friday, January 22, 2010 12:07 PM
To: 'Ted Booth'
Subject: RE: 63-31937 and 63-32480

Hi Ted,

I just spoke with Bryce Ferris yesterday about 63-31937, so here is the update on both:

63-31937 – Bruce Smith withdrew his objection per a side agreement with DD#2. Bryce wanted the Dept to recognize the fact that this is a right the water masters, old and new, have confirmed is considered an uncuttable right on the Boise River. It has historically been considered that way and given a 1000 priority date in their computer system. Nick and I decided that we could not put a remark on the decree that states it is uncuttable because we did not put that remark on the two uncuttable rights in the Stewart Decree. We did agree that we could put it in explanatory in order to have it as an information source for future Departmental administration. Bryce has sent a remark to consider and I sent the remark to Nick again yesterday to get his opinion on. He is out on furlough today and will talk with me Monday. I feel the remark is ok, especially since it is in explanatory and believe the Department will need to know about it in the future. Bryce and I also discussed whether we should leave DD#2 in as the digital boundary place of use and I think I talked him into a compromise that we state the water is collected within DD#2 with the place of use being the digital boundaries of ditch companies. Naming them. I am supposed to be coming up with a remark and send to him.

63-32480 – This one is for 50 cfs over and above the 100 cfs historically shown to be delivered by the watermaster. Bryce has not brought up any problems with this one, so we have not discussed it. I would not want to put any uncuttable remark in the explanatory on this one since the watermaster's records do not acknowledge the 50 cfs as being uncuttable. There is a long story about a license for both of these that shows 150 cfs and these were filed to cover that license which had a much later priority. The Court Order is what lead to the priorities on these.

I should be getting these rapped up next week if I can get two ADRs due next Friday done first. Hope this helps and sorry for the length – you know how I am.

Jan

From: Ted Booth [mailto:tbooth@srba.state.id.us]
Sent: Friday, January 22, 2010 9:54 AM
To: Shurte, Jan
Subject: 63-31937 and 63-32480

Jan, Could you give me an update on these two rights (Ada County Drainage Dist. No. 2)? There are not current objections, but maybe there is still something to work out? Perhaps there is a question about how to describe the POU. What do your notes say on these?

Ted

Shurte, Jan

From: Shurte, Jan
Sent: Thursday, May 27, 2010 2:14 PM
To: Harris, Lori
Cc: Shurte, Jan
Subject: DD#2 & Nampa Meridian SF5s
Attachments: img-527124455.pdf

Hi Lori,

Attached are the changes Bryce and I came up with on Right Nos. 63-2392B, 63-31937 & 63-32480. He wanted the season of use remark off of there because the source is not the Boise River. I said ok and then thought – these are credited back up and diverted out of the Boise River questioning whether to leave it or take it off. Then I looked on all the other rights for these credits back up and none of them have the season of use remark. So, please omit it on all of these rights. (I am writing this so I can put it in the file as to why I removed the remarks). Another change is omission of the digital boundary pou language and putting in the other remark as indicated on 63-32480. I did put in digital right before boundary for each ditch company on the remark to be moved. One last change also on 63-31937 is the addition of the name Little Pioneer Canal. Bryce was worried we would mix it up with the Pioneer Irrigation District. I can see his point there.

The name of their firm is Ringert Law. So, on all the rights we need to take out Clark. That will include 63-198AJ, 63-199B, 63-200B, 63-2968 and 63-30181 for NMID also. For NMID's SF5s I have attached an example of the changes on 63-198AJ that will apply to all of them. Omit Clark in the name and cross out the total acres. It is redundant to the condition below it. These rights are boundary changes only, but we still need to print each one out in SF5 form and send with the special boundary change SF5 cover sheet and a copy of the map. Ray has copies of the maps already and will just need to know about the above cover sheet.

Call if you have any questions. Would you please send me a copy of the SF5s so I can review one last time before we send them to Ray.

Thanks,
Jan

STATUS CONFERENCE NOTES:

RIGHT NO. 63-31937

DATE: 7-7-09

Bruce Smith - Boise City Canal
Bryce Davis - DD # 2

Basically it sounds like Bruce & Bryce are coming together on some type of comment they would like to add concerning the Boise City Canal Company's division of this right. SM Booth extended the scheduling conference to October. Andrea & myself will call them in September to try & get a copy of the language so we could look at it and not delay this past October again. I have put it on call-up.

NOTE: Do not forget the place of use & boundary language change that SM Booth wants. I would like to keep the % language in.

Shurte, Jan

From: Shurte, Jan
Sent: Friday, June 26, 2009 2:15 PM
To: Williams, Ray
Subject: RE: Drainage Dist. #2 (63-31937)

Ray,

I was supposed to be thinking about changing the language concerning the place of use of this water right is within the digital boundaries of.....(all those canal companies). I believe this was SM Booth's idea based on the changes I made on DD#4 63-31935 & 36. It would mean a change to the acre limit being within the ditch company boundaries rather than the boundaries of DD#2. Bruce and Bryce were supposed to meet with their boards to discuss their language concerning the pt of diversion objection and I have not heard a word. My idea on this one is that DD#2 may have a problem with the change in the last condition concerning the place of use as being within the boundaries of the companies rather than within their boundaries, however, it is one and the same.

So, since I haven't heard anything yet, it seems like we can wait to see what they have, then I can just bring up the change in the language and see if anyone has a problem?

Jan

From: Williams, Ray
Sent: Friday, June 26, 2009 10:37 AM
To: Shurte, Jan
Subject: Drainage Dist. #2 (63-31937)

Jan,

We were waiting on Bryce & Bruce to get together and meet with their boards. I'm guessing that you haven't heard anything on this one...?

Thanks!

Ray

Per conv. w/ Bryce Ferris, he will be working on language w/ Bruce Smith concerning a remark on the uncuttable portion of this right. Per conv. w/ Lee Trico, former watermaster and current watermaster, this right is uncuttable. I don't know about P.D. remark. Bryce is OK with the place of use remark, etc. I want to keep the % language from the Boise River Water Dist. book.¹

The place of use of
the ^{word} might be within
the legal digital
troubleshooting the

within the boundary
of the above named
Canal companies.

Since is OK reflecting
the other companies.
as above.

It would like to put in
the % remark later.

STATUS CONFERENCE NOTES:

RIGHT NO. 63-31937

DATE: 4-7-09

Bruce Smith & Bryce Terrio unable to get their clients together for special language. Status conf. on 7-7-09. Look into the fact of the place of use for this right compared to the four changes for 63-31935 & 63-31936 in the name ^{see attached} of DSH. We changed the language to include "The place of use of this water right is within the digital boundaries of the (then list ditch company names)". Bruce Smith specifically wants me to talk with him concerning any proposed changes as it may have something to do with his settlement talks of Bryce Terrio.

04/07/2009

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

RIGHT NUMBER: 63-31935

NAME AND ADDRESS: DRAINAGE DISTRICT NUMBER FOUR OF ADA COUNTY
C/O S BRYCE FARRIS
RINGERT CLARK CHARTERED
PO BOX 2773
BOISE ID 83701

SOURCE: WASTE WATER

TRIBUTARY: BOISE RIVER

QUANTITY: 20.000 CFS

PRIORITY DATE: 12/02/1940

POINT OF
DIVERSION:

T04N R01E S23 SWSE Within ADA County

PURPOSE AND
PERIOD OF USE:

PURPOSE OF USE

PERIOD OF USE

QUANTITY

IRRIGATION

03/01 11/15

20.000 CFS

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.

The place of use of this water right is within the digital boundary of the Thurman Mill Ditch Company.

This right is limited to the irrigation of 1141.6 acres within the boundary of the Thurman Mill Ditch Company.

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

SOURCE IS ALSO KNOWN AS THE JUNCTION DRAIN

WATER IS DELIVERED THROUGH THE THURMAN MILL CANAL

STATUS CONFERENCE NOTES:

RIGHT NO. 63-31937

DATE: 2-3-09

Byce Firm's Draft Memorandum
of Understanding concerning
POD on their water right.

- April 7th - 10:30 - STATUS CONF.
Board does not convene the 1st Wed.
of each month.

Will need to confer with the
Dept. on these. Probably concerns
conditions for the RD#2 having
their names on this right that
covers the credit of wastewater back
up to the pts of diversion for the
ditch companies).

Amended Director's Report
63-31936

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

RIGHT NUMBER: 63-31936

NAME AND ADDRESS: DRAINAGE DISTRICT NUMBER FOUR OF ADA COUNTY
C/O S BRYCE FARRIS
RINGERT CLARK CHARTERED
PO BOX 2773
BOISE ID 83701

SOURCE: WASTE WATER

TRIBUTARY: BOISE RIVER

QUANTITY: 15.000 CFS

PRIORITY DATE: 08/13/1925

POINT OF DIVERSION:

T03N R02E S5 NESE Lot 11 Within ADA County

T03N R03E S29 NWSW Lot 6 Within ADA County

T04N R01E S22 SENW Lot 6 Within ADA County

PURPOSE AND
PERIOD OF USE:

PURPOSE OF USE

PERIOD OF USE

QUANTITY

IRRIGATION

03/01 11/15

15.000 CFS

11.42 cfs of this right is credited for delivery to the Thurman Mill Canal;
1.03 cfs of this right is credited for delivery to the Ridenbaugh Canal and
2.55 cfs of this right is credited for delivery to the Warm Springs Canal.

PLACE OF USE:

The place of use of this water right is within the digital boundaries of the
Thurman Mill Ditch Company, Nampa & Meridian Irrigation District and the
Warm Springs Ditch Company.

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

The source of this right is wastewater collected by the rightholder and
returned to the Boise River. The quantity of water returned to the Boise
River is exchanged for an equal quantity of water which is diverted
upstream at the points of diversion for each delivery organization.

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.

Amended Director's Report
63-31936

Amended Director's Report
63-31936

EXPLANATORY MATERIAL: BASIS OF CLAIM - Beneficial Use

THE FOLLOWING RIGHTS ARE ALSO DIVERTED THROUGH THE POINT OF
DIVERSION DESCRIBED ABOVE AS T03N, R02E, S5, NESE: 63-135, 63-176,
63-192, 63-193, 63-210, 63-211, 63-216C, 63-221, 63-250, 63-19425,
63-30125, 63-30129, 63-30130, 63-30131.

THE FOLLOWING RIGHTS ARE ALSO DIVERTED THROUGH THE POINT OF
DIVERSION DESCRIBED ABOVE AS T03N, R03E, S29, NWSW: 63-198AJ,
63-199B, 63-200B, 63-2392B, 63-2968 AND 63-30181.

WATER IS DELIVERED THROUGH THE RIDENBAUGH CANAL, THE THURMAN
MILL CANAL AND THE WARM SPRINGS CANAL

THE FOLLOWING RIGHTS ARE ALSO DIVERTED THROUGH THE POINT OF
DIVERSION DESCRIBED ABOVE AS T04N, R01E, S22, SENW: 63-192,
63-216C, 63-19425.

Shurte, Jan

Status Conf. 2/3/09

From: Courtney, Andrea
Sent: Friday, November 28, 2008 9:12 AM
To: Shurte, Jan
Subject: RE: 63-31937 one last thing before 10:30am

Hope the kids are feeling better. No worries about missing it. We got great stuff and lots of it, too. I can't believe how great all the ladies were -- so thoughtful. It took me a full day of laundry to get all the clothes ready for the dresser and closet. Out of control. But very fun. We put the nursery mostly together on the Sunday following the shower. Getting the crib and dresser assembled sure helped, ;).

Hope you had a nice Thanksgiving with the fam.

And have a great weekend, too!

A

From: Shurte, Jan
Sent: Wednesday, November 26, 2008 9:02 AM
To: Courtney, Andrea
Subject: RE: 63-31937 one last thing before 10:30am

No, I think the SF5 will be fine. I'll put a note in the file. Sorry I missed your baby shower. We had sick kids -- I even RSVP'd. I have something special that I will bring over one day soon. Hope you got a ton of baby goodies. Jan

From: Courtney, Andrea
Sent: Monday, November 24, 2008 2:48 PM
To: Shurte, Jan
Subject: RE: 63-31937 one last thing before 10:30am

Jan~

Sorry it took me a few days to get to this.

My notes indicate that we were waiting on Bryce/Bruce to hammer out the Memo of Understanding details. I think we thought we'd fix the name/ address error when we'd be in a position to circulate SF5s. Do you think this is something we need an NCAP on in the meantime?

Andrea

From: Shurte, Jan
Sent: Tuesday, November 18, 2008 1:56 PM
To: Courtney, Andrea
Subject: FW: 63-31937 one last thing before 10:30am

I do not have any notes on whether we were going to change this or not, do you? I have notes on what else happened, just not if we were going to do an NCAP. Thanks, Jan

From: Courtney, Andrea
Sent: Friday, October 31, 2008 10:35 AM
To: Shurte, Jan
Subject: RE: 63-31937 one last thing before 10:30am

Yeah that is odd to have filed it that way...

From: Shurte, Jan
Sent: Friday, October 31, 2008 10:33 AM
To: Courtney, Andrea
Subject: RE: 63-31937 one last thing before 10:30am

Andrea or should I say Homer,

You might bring that up. The claim was filed this way.

Here we go.
Jan

From: Courtney, Andrea
Sent: Friday, October 31, 2008 10:28 AM
To: Shurte, Jan
Subject: 63-31937 one last thing before 10:30am

Jan~
Looks like we'll need to do an NCAP on this one because the rec is c/o Bryce Farris and his work address.
Andrea

Shurte, Jan

From: Courtney, Andrea
Sent: Monday, November 24, 2008 2:48 PM
To: Shurte, Jan
Subject: RE: 63-31937 one last thing before 10:30am

Jan~

Sorry it took me a few days to get to this.

My notes indicate that we were waiting on Bryce/Bruce to hammer out the Memo of Understanding details. I think we thought we'd fix the name/ address error when we'd be in a position to circulate SF5s. Do you think this is something we need an NCAP on in the meantime?

Andrea

From: Shurte, Jan
Sent: Tuesday, November 18, 2008 1:56 PM
To: Courtney, Andrea
Subject: FW: 63-31937 one last thing before 10:30am

I do not have any notes on whether we were going to change this or not, do you? I have notes on what else happened, just not if we were going to do an NCAP. Thanks, Jan

From: Courtney, Andrea
Sent: Friday, October 31, 2008 10:35 AM
To: Shurte, Jan
Subject: RE: 63-31937 one last thing before 10:30am

Yeah that is odd to have filed it that way...

From: Shurte, Jan
Sent: Friday, October 31, 2008 10:33 AM
To: Courtney, Andrea
Subject: RE: 63-31937 one last thing before 10:30am

Andrea or should I say Homer,

You might bring that up. The claim was filed this way.

Here we go.

Jan

From: Courtney, Andrea
Sent: Friday, October 31, 2008 10:28 AM
To: Shurte, Jan
Subject: 63-31937 one last thing before 10:30am

Jan~

Looks like we'll need to do an NCAP on this one because the rec is c/o Bryce Farris and his work address.

Andrea

Shurte, Jan

From: Shurte, Jan
Sent: Wednesday, November 26, 2008 9:02 AM
To: Courtney, Andrea
Subject: RE: 63-31937 one last thing before 10:30am

No, I think the SF5 will be fine. I'll put a note in the file. Sorry I missed your baby shower. We had sick kids – I even RSVP'd. I have something special that I will bring over one day soon. Hope you got a ton of baby goodies. Jan

From: Courtney, Andrea
Sent: Monday, November 24, 2008 2:48 PM
To: Shurte, Jan
Subject: RE: 63-31937 one last thing before 10:30am

Jan~

Sorry it took me a few days to get to this.

My notes indicate that we were waiting on Bryce/Bruce to hammer out the Memo of Understanding details. I think we thought we'd fix the name/ address error when we'd be in a position to circulate SF5s. Do you think this is something we need an NCAP on in the meantime?

Andrea

From: Shurte, Jan
Sent: Tuesday, November 18, 2008 1:56 PM
To: Courtney, Andrea
Subject: FW: 63-31937 one last thing before 10:30am

I do not have any notes on whether we were going to change this or not, do you? I have notes on what else happened, just not if we were going to do an NCAP. Thanks, Jan

From: Courtney, Andrea
Sent: Friday, October 31, 2008 10:35 AM
To: Shurte, Jan
Subject: RE: 63-31937 one last thing before 10:30am

Yeah that is odd to have filed it that way...

From: Shurte, Jan
Sent: Friday, October 31, 2008 10:33 AM
To: Courtney, Andrea
Subject: RE: 63-31937 one last thing before 10:30am

Andrea or should I say Homer,

You might bring that up. The claim was filed this way.

Here we go.
Jan

From: Courtney, Andrea
Sent: Friday, October 31, 2008 10:28 AM
To: Shurte, Jan
Subject: 63-31937 one last thing before 10:30am

Jan~

Looks like we'll need to do an NCAP on this one because the rec is c/o Bryce Farris and his work address.
Andrea

Next status conf 10-31-08
10:30

Per Status Conf of 8-72-08

I told Bruce Gee I stated

these wastewater r/s are

unavailable - see memo in

file Bruce wanted to talk

w/ me & wanted another 60

days. His orig. obj. was to do

PSD on WFA water ^{specifically} at. when that.

8-12-08

Phone Lee Sisco considering DD#2 wastewater right where the wastewater from several ditch companies is credited back up to their points of diversion on the Boise River. The question from Bruce Smith is whether or not this right is cuttable.

Lee stated that this right is not cuttable. Regardless of what priority date the Department puts on the water right, the Water District puts 1800 on their database in order for it not to be cut.

It's always been done this way. It is hard to say what legal argument could be used for this since the Stewart decreed rights were remanded back down for the duty of water in 1909 (all except for the domestic rights (123 & 161). At that time the wastewater credit was not done yet. In 1923 a permit was filed for the wastewater and that is the recommended priority date, however, the Court decision on the stepdown provision for water management was not done until 1933.

Historical management is the only reason I have right now for why the wastewater credit is not cut.

10/31/08
Bruce Smith for Boise City Canal and
NMID are coming up with some language
on this one. Status conference 2-3-09



IN REPLY
REFER TO:

United States Department of the Interior

BUREAU OF RECLAMATION
Pacific Northwest Region
1150 North Curtis Road, Suite 100
Boise, Idaho 83706-1234

PN-3323
WTR-4.00

FEB 12 2008

Mr. George Transtrum
President
New Union Ditch Company, Limited
% Heartland Construction
1121 East State Street, Suite 107
Eagle, ID 83616

Subject: Amendatory Repayment Contract and Partial Assignments with New Union Ditch Company, Limited, for Lucky Peak Reservoir Storage, Boise and Lucky Peak Projects, Idaho

Dear Mr. Transtrum:

Enclosed for your records is a copy of Amendment No. 1 to Contract No. 059D101482 that has been executed on behalf of the United States, and originals of two partial assignments that have been approved by the United States.

As set forth in Article 4 of the amendatory contract that amends Article 8 of the repayment contract, the contract makes available to New Union Ditch Company, Limited (New Union) stored water accruing to 0.32351 percent of the active capacity of Lucky Peak Reservoir (Lucky Peak). This percent would, so long as the Lucky Peak has an active capacity of 278,200 acre-feet (AF), be treated as the equivalent of 900 AF of active capacity. Annual payment amounts and dates in Article 5 of the amendment (which amends Article 10 of the repayment contract) have been revised to reflect that the amendatory contract did not take effect until after the 2007 irrigation season.

This letter also serves as written notice of my acceptance of the evidence provided pursuant to Article 26(h) Confirmation of Contract in the General Provisions of the repayment contract that New Union is a legally constituted entity and that the contract, as amended, is lawful, valid, and binding on both parties.

I appreciate your many efforts, which were essential for the successful negotiation and execution of the repayment contract and partial assignment. If you have any questions regarding the contract, please contact Mr. Ryan Patterson at 208-378-5340 or Mr. Larry Parsons at 208-378-5346.

Also enclosed is a billing for \$1,688 for the operation and maintenance (O&M) charge that is due on or before April 1, 2008, pursuant to Article 11 of the contract. The \$1,688 amount replaces the \$2,688 that we said we would bill New Union for in our letter to you dated January 29, 2008.

REC'D FROM S.O.
ON 10-22-09 & I
HAVE NO IDEA WHAT
THIS MEANS.*

Supplemental water
or mitigation for
63-18785
63-146
DISALLOWED?

* THE ATTACHED WATER RTS ARE FOR THE WASTEWATER CREDITED
BACK TO VARIOUS DITCH COMPANIES P.O.'S. THEY WERE ALL DISALLOWED
& RECOMMENDED AS 63-31937-SEE NOTE ABOVE WRITTEN BY S.O. ?

This amount consists of \$2.00 per AF (which is the estimated O&M rate for Lucky Peak contractors for 2008) for 900 AF, minus a surplus credit of \$0.08 per AF for 1,400 AF paid for in 2007 (as contractors are entitled to a surplus credit of \$0.08 per AF, the amount that estimated costs exceeded actual costs for 2007). If you have any questions regarding the billing, please contact Ms. Kay Henson at 208-378-5073.

Sincerely,

Acting For



J. William McDonald
Regional Director

Enclosures

cc: Mr. David Tuthill
Director
Idaho Department of Water Resources
1301 North Orchard Street
Boise, ID 83706

Lieutenant Colonel Randy L. Glaeser
Commander and District Engineer
U.S. Army Corps of Engineers
201 N. Third Avenue
Walla Walla, WA 99362-1876

Mr. Lee Sisco
Boise River Watermaster
6616 Overland Road
Boise, ID 83709
(w/copy of enclosed contract documents to each)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

Boise and Lucky Peak Projects, Idaho

AMENDATORY REPAYMENT CONTRACT BETWEEN
THE UNITED STATES OF AMERICA
AND NEW UNION DITCH COMPANY, LIMITED
PROVIDING FOR LUCKY PEAK RESERVOIR STORAGE

THIS CONTRACT AMENDMENT, made this 12th day of February, 2008, between the UNITED STATES OF AMERICA, hereinafter called the "United States," acting through the Contracting Officer, and pursuant generally to the Act of June 17, 1902 (32 Stat. 388), and acts amendatory thereof or supplementary thereto, particularly, but not limited to, Section 9(d) of the Act of August 4, 1939 (53 Stat. 1187), as amended and supplemented, the Act of December 22, 1944 (58 Stat. 887), the Act of July 24, 1946 (60 Stat. 641), and the Act of July 2, 1956 (70 Stat. 483), all collectively known as the Federal Reclamation laws, and the New Union Ditch Company, Limited in Idaho, a ditch company organized and existing pursuant to the laws of the State of Idaho, with its principal place of business in Eagle, Idaho, hereinafter called the "Contractor."

WITNESSETH, THAT:

The following statements are made in explanation:

EXPLANATORY RECITALS

2. WHEREAS, the Contractor has entered into a partial assignment to Wilderness Ranch Owners' Association, Inc. of its rights and interest in and to fourteen and twenty-eight thousand five hundred and seventy-one one hundred thousandths of one percent (14.28571%) of

the total contract amount under the Contract No. 059D101482, dated August 16, 2005, hereinafter called the "2005 contract," which assigned portion is equal to seven thousand one hundred and eighty-nine one hundred thousandths of one percent (0.07189%) of the active capacity of the Reservoir and shall be treated as the equivalent of 200 acre-feet of active capacity so long as the Lucky Peak Reservoir, hereinafter called the "Reservoir," has an active capacity of 278,200 acre-feet, and desires to amend the 2005 contract to reflect this assignment; and

3. WHEREAS, the Contractor has entered into a partial assignment to Osprey Property Owners Association, Inc. of its rights and interest in and to twenty-one and forty-two thousand eight hundred and fifty-seven one hundred thousandths of one percent (21.42857%) of the total contract amount under the 2005 contract, which assigned portion is equal to ten thousand seven hundred and eighty-four one hundred thousandths of one percent (0.10784%) of the active capacity of the Reservoir and shall be treated as the equivalent of 300 acre-feet of active capacity so long as the Reservoir has an active capacity of 278,200 acre-feet, and desires to amend the 2005 contract to reflect this assignment; and

NOW, THEREFORE, in consideration of the mutual and dependent covenants herein contained, it is hereby mutually agreed as follows:

WATER TO BE AVAILABLE TO THE CONTRACTOR

4. Article 8 of the 2005 contract, entitled **"WATER TO BE AVAILABLE TO THE CONTRACTOR"** is hereby amended to read as follows:

"WATER TO BE AVAILABLE TO THE CONTRACTOR"

"8. The Contracting Officer will make available to the Contractor stored water accruing to thirty-two thousand three hundred fifty-one one hundredth thousandths of one percent (0.32351%) of the active capacity of the Reservoir within the limits and upon the terms provided in this Contract. This percent shall, so long as the Reservoir has an active

capacity of 278,200 acre-feet, be treated as the equivalent of 900 acre-feet of active capacity. The latter figure of active capacity may be adjusted from time to time by the Contracting Officer whenever there are determinations as a result of standard procedures that the active capacity is other than as stated above.”

CONSTRUCTION CHARGE OBLIGATION

5. Article 10 of the 2005 contract, entitled **“CONSTRUCTION CHARGE OBLIGATION”** is hereby amended to read as follows:

“CONSTRUCTION CHARGE OBLIGATION”

“10. For the right to obtain stored water as herein provided, the Contractor shall pay to the Contracting Officer the proportionate part of the construction cost of the Project properly allocable to such right which is the sum of \$61,731, and this amount is established as the Contractor’s construction charge obligation. Payments totaling \$14,290.35 collected under the 1965 contract are available for application towards the construction charge obligation, leaving a remaining obligation of \$47,440.65. The Contractor shall pay to the Contracting Officer the remaining construction charge obligation in 37 successive annual installments of \$1,248.44 each and a final annual installment of \$1,248.37, the first of which shall be due December 31, 2008, and each December 31 thereafter, until the remaining construction charge obligation shall have been fully paid; Provided, A lesser payment of the actual amount needed to retire the construction charge obligation will be allowed in the final year; Provided further, That in the event of a reduction to the Contractor’s percentage of active capacity set forth in Article 8 of this Contract, the Contracting Officer will adjust the annual installments accordingly.”

6. All other provisions in the 2005 contract shall remain in force and are not affected by this amendment.

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

NEW UNION DITCH COMPANY, LIMITED:

By Jan A
Board President

ATTEST:

By Ray W. Leiles
Secretary

THE UNITED STATES OF AMERICA:

By Deanna Cross
Acting For
Regional Director
PN Region
Bureau of Reclamation
1150 N. Curtis Road, Suite 100
Boise, ID 83706-1234

STATE OF IDAHO)
: ss
County of ADA)

On this 17 day of DECEMBER, 2007, personally appeared before me
JOHN ADAMS and GARY HEIKES, known
to me to be, respectively, the President and Secretary, of the NEW UNION DITCH COMPANY,
LIMITED, and the persons who executed the within instrument and acknowledged to me that the
NEW UNION DITCH COMPANY, LIMITED executed the same.

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

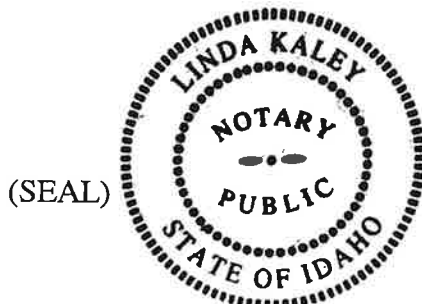


Notary Public in and for the
State of Idaho
Residing at: ADA COUNTY
My commission expires: 11/17/2012

STATE OF IDAHO)
: ss
County of Ada)

On this 12 day of February, 200~~8~~⁹, personally appeared before me
Diana Cross, to me known to be the official of the United States of
America that executed the within and foregoing instrument and acknowledged said instrument to
be the free and voluntary act and deed of said United States, for the uses and purposes therein
mentioned, and on oath stated that he was authorized to execute said instrument.

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



Notary Public in and for the
State of Idaho
Residing at: Meridian ID
My commission expires: 6/2/2012

**UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION**

Lucky Peak Dam and Reservoir, Boise and Lucky Peak Projects, Idaho

PARTIAL ASSIGNMENT OF REPAYMENT CONTRACT

This Partial Assignment of Repayment Contract (Partial Assignment) is made and entered into this 6th day of March, 2007, in Ada County, State of Idaho, by and between New Union Ditch Company, Limited (New Union), an Idaho non-profit corporation, and Wilderness Ranch Owners' Association, Inc. (Wilderness Ranch), an Idaho non-profit corporation.

WITNESSETH THAT:

Explanatory Recitals

1. WHEREAS, New Union is entitled to receive storage water from Lucky Peak Reservoir on the Boise River in Idaho under the Repayment Contract between the United States and New Union, Contract No. 059D101482 (Contract), dated August 16, 2005. Under the Contract, a copy of which is attached hereto as Exhibit A, New Union is entitled to receive annual delivery of the stored water accruing to fifty thousand three hundred and twenty-four one hundred thousandths of one percent (0.50324%) of the active capacity of Lucky Peak Reservoir, which percent is equivalent to 1,400 acre-feet so long as the reservoir has an active capacity of 278,200 acre-feet (Total Contract Amount). Pursuant to the Contract, New Union has the right, on an annual basis, to request that the amount of stored water which New Union desires to use during that year be released for irrigation uses upon the lands of New Union's shareholders; and
2. WHEREAS, Wilderness Ranch supplies domestic and irrigation water to landowners in its subdivision located near Boise, Idaho, and has diversion facilities on Mores Creek, a tributary of the Boise River, through which it is able to divert and place to beneficial use those river waters to which Wilderness Ranch is entitled; and
3. WHEREAS, Wilderness Ranch desires to acquire fourteen and twenty-eight thousand five hundred and seventy-one one hundred thousandths of one percent (14.28571%) of New Union's Total Contract Amount and to make available said stored water in the event senior Boise River water right users could limit the Contractor's use of natural flow water rights from Mores Creek; and
4. WHEREAS, New Union desires to assign to Wilderness Ranch its right to fourteen and twenty-eight thousand five hundred and seventy-one one hundred thousandths of one percent (14.28571%) of the Total Contract Amount under the Contract; and
5. WHEREAS, pursuant to Article 26(c) of the Contract, this Partial Assignment is invalid until approved by the United States. Further, the United States' approval of the Partial Assignment of the Contract is ineffective until such time as the United States and Wilderness Ranch have entered into a separate contract for the use of the water described in this Partial

Assignment.

NOW THEREFORE, in consideration of ten dollars and other good and valuable consideration, the receipt of which New Union hereby acknowledges, and the covenants contained herein, the parties hereby agree as follows:

Partial Assignment Terms

6. Partial Assignment. New Union hereby grants, conveys and assigns to Wilderness Ranch, its successors and assigns, New Union's rights and interest in and to fourteen and twenty-eight thousand five hundred and seventy-one one hundred thousandths of one percent (14.28571%) of the Total Contract Amount under the Contract (hereafter referred to as the Assigned Portion), which Assigned Portion is equal to seven thousand one hundred and eighty-nine one hundred thousandths of one percent (0.07189%) of the active capacity of the Reservoir and shall be treated as the equivalent of 200 acre-feet of active capacity so long as the Reservoir has an active capacity of 278,200 acre-feet.

7. Wilderness Ranch Assumes New Union's Obligations Under the Contract. By the execution of this Partial Assignment, Wilderness Ranch assumes and agrees to all of the rights and obligations pertaining to the Assigned Portion under the Contract as if Wilderness Ranch were the original contracting party under the Contract. New Union shall remain responsible for all obligations under its remaining portion of the Total Contract Amount.

8. Wilderness Ranch's Use of the Assigned Portion. Wilderness Ranch intends to make available stored water under the Contract for irrigation purposes during the irrigation season. However, if Wilderness Ranch determines it is appropriate to seek to change its use of water made available under the Contract to establish a new or alternate point of diversion or place or purpose of use, New Union shall cooperate with all such efforts, and, at Wilderness Ranch's request, shall provide Wilderness Ranch with all documents in New Union's possession pertaining to the Contract or the delivery of water thereunder and shall execute any documents Wilderness Ranch reasonably deems necessary to support any transfer or exchange application necessary to accomplish this.

9. Effective Date and Term of Assignment. This Partial Assignment shall become effective only upon the execution of a binding contract between the United States and Wilderness Ranch for the use of water described in this Partial Assignment and will continue in effect for the term of that contract, unless Wilderness Ranch and the United States terminate the contract earlier.

10. Miscellaneous.

a. New Union's Representations and Warranties. New Union hereby represents to Wilderness Ranch that New Union has full corporate right, power, and authority to enter into this Partial Assignment and to assign to Wilderness Ranch New Union's right to the Assigned Portion of storage water under the Contract, and that this Assignment has been approved by

resolution of the board of directors of New Union on August 27, 2002

b. Entire Agreement. This Partial Assignment shall constitute the entire agreement between the parties.

c. Successors and Assigns. All of the terms and provisions contained herein shall inure to the benefit of and shall be binding upon the parties hereto and their respective heirs, personal representatives, successors and assigns.

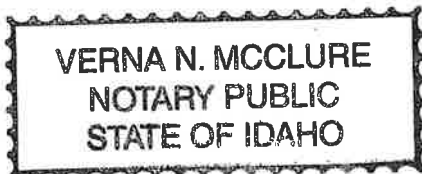
d. Survival. Each of the representations, agreements, warranties and covenants contained in this Partial Assignment shall survive its execution and delivery by the parties.

e. Necessary Acts and Cooperation. The parties hereby agree to do any act or thing and to execute any and all instruments required by this Partial Assignment and which are necessary and proper to make effective the provisions of this Partial Assignment.

f. Attorneys' Fees. The prevailing party in any action brought by either party to enforce the terms and conditions of this Partial Assignment shall be entitled to reasonable costs and expenses of such action including attorneys' fees.

g. Recitals Incorporated. The above recitals are hereby incorporated into this Partial Assignment.

IN WITNESS WHEREOF, the parties have executed this Partial Assignment the day and year first above written.

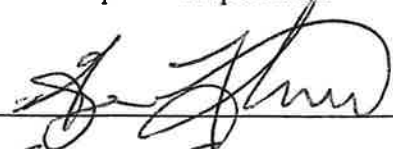


(SEAL)

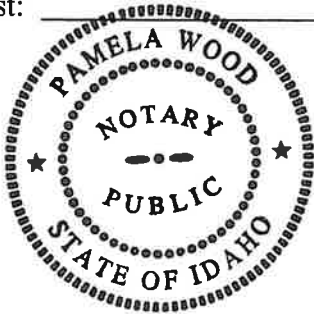
Attest: Verna N. McClure

ASSIGNOR

New Union Ditch Company, Limited
an Idaho non-profit corporation

By: 
GEORGE TRANSTRUM, President

Attest: _____



(SEAL)

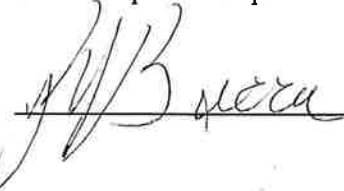
Attest: Pamela Wood

By: 

CHARLES CARLISLE, Secretary-Treasurer

ASSIGNEE

Wilderness Ranch Owners' Association, Inc.
an Idaho non-profit corporation

By: 

Approved:

United States of America

Acting For By: 

Title: Regional Director, PN Region
Bureau of Reclamation

ACKNOWLEDGMENTS

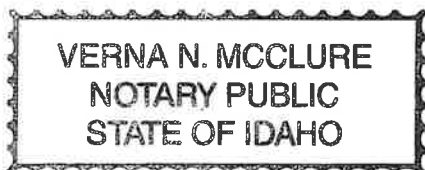
STATE OF IDAHO)

County of Ada) : ss

On this 16th day of March, 2007, before me,
Verna N. McClure, a Notary Public in and for said State, personally appeared
George Transtrum and _____, known to me
to be President and Secretary-Treasurer, respectively, of New Union Ditch Company, Limited, an
Idaho non-profit corporation that executed the within instrument or the persons who executed the
within instrument on behalf of said corporation, 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 first above written.

(SEAL)



Verna N. McClure
Notary Public in and for the
State of IDAHO
Residing at: Boise
My commission expires: 2-14-2012

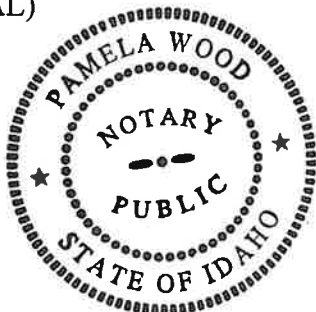
STATE OF IDAHO)

County of Ada) : ss

On this 23rd day of February, 2007, before me,
Pamela Wood, a Notary Public in and for said State, personally appeared
Paul Bucca, known to me to be the President of Wilderness Ranch
Owners' Association, Inc., an Idaho non-profit corporation that executed the within instrument or
the person who executed the instrument on behalf of said corporation, 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 first above written.

(SEAL)



Pamela Wood
Notary Public in and for the
State of IDAHO
Residing at: Boise
My commission expires: 3/21/09

STATE OF IDAHO)

: SS

County of Ada)

On this 12 day of February, 2008, ~~before me,~~
~~_____~~, a Notary Public in and for said State, personally
appeared Diana Cross, known to me to be the official of the
United States of America that executed the within and foregoing instrument and acknowledged
said instrument to be the free and voluntary act and deed of said United States, for the uses and
purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

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

(SEAL)



Linda Kaley
Notary Public in and for the
State of IDAHO
Residing at: Meridian ID
My commission expires: 6/2/2012

PN Draft 06/18/04

Revised 07/23/04

Revised 09/03/04

Last Revised 06/29/05

Contract No. 059D101482

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

Boise and Lucky Peak Projects, Idaho

REPAYMENT CONTRACT BETWEEN THE UNITED STATES OF AMERICA
AND NEW UNION DITCH COMPANY, LIMITED
PROVIDING FOR LUCKY PEAK RESERVOIR STORAGE

Contents

<u>Article No.</u>	<u>Title</u>	<u>Page No.</u>
1	Preamble	1
2-5	Explanatory Recitals	1-2
6	Definitions	2-3
7	Term of Contract and Termination of the 1965 Contract	3
8	Water to be Available to the Contractor	4
9	Place of Delivery and Measurement and of Use of Water	4-5
10	Construction Charge Obligation	5
11	Operation and Maintenance Charge	5-6
12	Elements of Operation and Maintenance Charge	6-7
13	Charges for Delinquent Payments	7
14	Medium for Transmitting Payments	7-8
15	Rights to Beneficial Use of Water	8
16	Water Supply and Operation of the Reservoir	8-11
17	No Liability for Water Shortages or Interruptions	11
18	Remedies for Defaults by the Contractor	11-12
19	Waiver of Default	12
20	Title to Project Works	12
21	General Obligation – Levies Therefor	12-13
22	Covenant Against Contingent Fees	13
23	Opinions and Determinations	13-14
24	Compliance with Laws, Rules and Regulations	14
25	Notices	14
26	General Provisions	15
	Signatures	16
	Acknowledgments	17
	Exhibit A	

PN Draft 06/18/04
Revised 07/23/04
Revised 09/03/04
Last Revised 06/29/05
Contract No. 059D101482

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

Boise and Lucky Peak Projects, Idaho

REPAYMENT CONTRACT BETWEEN THE UNITED STATES OF AMERICA
AND NEW UNION DITCH COMPANY, LIMITED
PROVIDING FOR LUCKY PEAK RESERVOIR STORAGE

THIS CONTRACT, made this 16th day of August, 2005, between the UNITED STATES OF AMERICA, hereinafter called the "United States," acting through the Contracting Officer, and pursuant generally to the Act of June 17, 1902 (32 Stat. 388), and acts amendatory thereof or supplementary thereto, particularly, but not limited to, Section 9(d) of the Act of August 4, 1939 (53 Stat. 1187), as amended and supplemented, the Act of December 22, 1944 (58 Stat. 887), the Act of July 24, 1946 (60 Stat. 641), and the Act of July 2, 1956 (70 Stat. 483), all collectively known as the Federal Reclamation laws, and the New Union Ditch Company, Limited in Idaho, a ditch company organized and existing pursuant to the laws of the State of Idaho, with its principal place of business in Eagle, Idaho, hereinafter called the "Contractor."

WITNESSETH, THAT:

The following statements are made in explanation:

EXPLANATORY RECITALS

2. WHEREAS, the United States has constructed and operates the Lucky Peak Dam and Reservoir on the Boise River in which there is water stored which can be used for the

irrigation of land and for other beneficial uses, for which the United States holds License No. 63-03618, issued on September 27, 2002, by the State of Idaho to the United States; and

3. WHEREAS, the parties hereto have entered into Contract No. 14-06-100-5264, dated August 17, 1965, as may have been amended and supplemented, hereinafter called the "1965 contract," for the furnishing of a supplemental irrigation water supply to the Contractor; and

4. WHEREAS, the Contractor has exercised its right to convert the 1965 contract to a repayment contract pursuant to Article 8 of said contract, the Federal Reclamation laws and the laws of the State of Idaho, and has fulfilled its obligations to date under the 1965 contract; and

5. WHEREAS, the United States agrees to conversion of the 1965 contract to a repayment contract pursuant to applicable Federal and State laws, rules and regulations, particularly subsection 9(d) of the Reclamation Project Act of 1939 (53 Stat. 1187) and the Administration of Contracts under Section 9, Reclamation Project Act of 1939, Act of July 2, 1956 (70 Stat. 483).

NOW, THEREFORE, in consideration of the mutual and dependent covenants herein contained, it is hereby mutually agreed as follows:

DEFINITIONS

6. Where used in this Contract, the terms:

(a) "1965 contract" shall mean the specific contract the parties hereto entered into on August 17, 1965, which is numbered Contract No. 14-06-100-5264, as may have been amended and supplemented.

(b) "Active capacity" shall mean the amount of storage space available for irrigation, flood control, and other authorized purposes between reservoir elevations 2905 Mean Sea Level (MSL) and 3060 MSL, of which the storage space available between reservoir

elevations 3055 MSL and 3060 MSL is used for exclusive flood control purposes, as indicated in Water Right License No. 63-03618.

(c) "Contract" shall mean and include Articles 1 through 26 hereof.

(d) "Contracting Officer" shall mean the Commissioner of the Bureau of Reclamation or his duly authorized representative.

(e) "Contractor" shall mean the New Union Ditch Company, Limited.

(f) "Federal Reclamation laws" shall mean the Act of June 17, 1902 (32 Stat. 388) and all acts amendatory thereof and supplementary thereto.

(g) "Irrigation season" shall mean the period within any year, April 1 through October 31.

(h) "Project" or "Reservoir" shall mean Lucky Peak Dam and Reservoir.

(i) "State Engineer" shall mean the Director of the Department of Water Resources as identified in Idaho Code, Title 42, Chapter 18.

(j) "Watermaster" shall mean the person appointed by the official of the Department of Water Resources to administer the delivery of water from the Boise River within Water District 63 in accordance with Idaho Code, Title 42, Chapter 6, Section 402.

(k) "Year" shall mean the period of January 1 through the following December 31.

TERM OF CONTRACT AND TERMINATION OF THE 1965 CONTRACT

7. This Contract shall remain in effect as long as the Contractor pays the full annual charges and any and all other amounts owing under this Contract: Provided, That it may be terminated at any time by mutual consent of the parties hereto. The 1965 contract is replaced by this Contract and is no longer of any force and effect.

WATER TO BE AVAILABLE TO THE CONTRACTOR

8. The Contracting Officer will make available to the Contractor stored water accruing to fifty thousand three hundred twenty-four one hundredth thousandths of one percent (.50324%) of the active capacity of the Reservoir within the limits and upon the terms provided in this Contract. This percent shall, so long as the Reservoir has an active capacity of 278,200 acre-feet, be treated as the equivalent of 1,400 acre-feet of active capacity. The latter figure of active capacity may be adjusted from time to time by the Contracting Officer whenever there are determinations as a result of standard procedures that the active capacity is other than as stated above.

PLACE OF DELIVERY AND MEASUREMENT AND OF USE OF WATER

9. (a) Water for the purposes hereof shall be made available at the outlet works of the Project and shall be delivered to the Contractor and measured at that point, except as hereinafter provided. The Contractor shall receive said water at the delivery point and shall be wholly responsible for taking said water at that point and diverting, conveying, and utilizing it.

The water to be delivered hereunder is to be diverted at:

a point on the north bank of the Boise River on lot two (2), section twenty-three (23), township four (4) north, range one (1) east, Boise meridian,

by means of a device satisfactory to the State officer in charge of the distribution of water from the Boise River. Such device shall be furnished, installed, and maintained by and at the expense of the Contractor, but it shall be and remain at all times under the control of the State-appointed Watermaster who may at all times have access to it over any lands of the Contractor. The Contractor shall bear its proportionate share of all losses incurred in running the stored water from the place of measurement and delivery to the place of diversion, and losses of water from seepage, evaporation, or other causes, below said point of measurement, shall be borne by the Contractor.

(b) Water made available to the Contractor pursuant to this Contract shall be used for the irrigation of lands described as follows:

The lands legally served by the Contractor as determined through the Snake River Basin Adjudication or as allowed under State and Reclamation law.

CONSTRUCTION CHARGE OBLIGATION

10. For the right to obtain stored water as herein provided, the Contractor shall pay to the Contracting Officer the proportionate part of the construction cost of the Project properly allocable to such right which is the sum of \$96,026, and this amount is established as the Contractor's construction charge obligation. Payments totaling \$9,551.25 collected under the 1965 contract are available for application towards the construction charge obligation, leaving a remaining obligation of \$86,474.75. The Contractor shall pay to the Contracting Officer the remaining construction charge obligation in 39 successive annual installments of \$2,161.87 each and a final annual installment of \$2,161.82, the first of which shall be due December 31, 2006, and each December 31 thereafter, until the remaining construction charge obligation shall have been fully paid; Provided, A lesser payment of the actual amount needed to retire the construction charge obligation will be allowed in the final year; Provided further, That in the event of a reduction to the Contractor's percentage of active capacity set forth in Article 8 of this Contract, the Contracting Officer will adjust the annual installments accordingly.

OPERATION AND MAINTENANCE CHARGE

11. (a) In addition to the construction charge established in Article 10, the Contractor shall pay to the Contracting Officer, so long as this Contract remains in effect and in advance on or before April 1 of each year, beginning with April 1, 2006, the Contractor's share, based upon its percentage of active capacity, of the estimated cost of operation and maintenance of the Project as determined by the Contracting Officer for the upcoming year. Written notice of the

Contractor's share of the estimated costs of operation and maintenance of the Project shall be delivered by the Contracting Officer to the Contractor no later than February 1 of each year.

(b) Whenever, in the opinion of the Contracting Officer, funds so advanced will be inadequate to operate and maintain the Project, he may give a written supplemental operation and maintenance charge notice stating therein the amount of the Contractor's share, based upon its percentage of active capacity, of additional funds required as determined by the Contracting Officer, and the Contractor shall advance that additional amount on or before the date specified in the supplemental notice. Provided, however, except for an emergency situation as defined in the Standard Operating Procedures for the Project, the payment date specified in the supplemental notice shall be at least 90 days from the date of delivery of the notice to the Contractor. If funds advanced by the Contractor under this article exceed the Contractor's share of the actual cost of the operation and maintenance of the Project for the year for which advanced, the surplus shall be credited on the operation and maintenance charges to become due for succeeding years. Upon written request from the Contractor, the Contracting Officer shall provide a written accounting each year to the Contractor of the costs to be paid by the Contractor pursuant to subarticles (a) and (b) of this article.

(c) Additionally, the Contracting Officer shall inform the Contractor of the estimate of the costs to be paid by the Contractor in accordance with this Article as far in advance as practicable for the Contractor's use in its budgeting process.

ELEMENTS OF OPERATION AND MAINTENANCE CHARGE

12. The Contractor shall pay to the Contracting Officer its share of all costs incurred in operating and maintaining the Project for the purpose of storing and releasing water under the terms of this contract including, without limitation by reason of this enumeration, the costs of surveys and investigations, labor, property, material and equipment, engineering, legal work,

superintendence, administration, indirect costs, general expenses, inspections, special services.

The Contractor shall not be responsible for the costs of operating and maintaining the Project for purposes other than storing and releasing water as provided in the contract.

CHARGES FOR DELINQUENT PAYMENTS

13. (a) The Contractor shall be subject to interest, administrative, and penalty charges on delinquent payments. If a payment is not received by the due date, the Contractor shall pay an interest charge on the delinquent payment for each day the payment is delinquent beyond the due date. If a payment becomes 60-days delinquent, in addition to the interest charge, the Contractor shall pay an administrative charge to cover additional costs of billing and processing the delinquent payment. If a payment is delinquent 90-days or more, in addition to the interest and administrative charges, the Contractor shall pay a penalty charge for each day the payment is delinquent beyond the due date, based on the remaining balance of the payment due at the rate of 6 percent per year. The Contractor shall also pay any fees incurred for debt collection services associated with a delinquent payment.

(b) The interest charge rate shall be the greater of either the rate prescribed quarterly in the Federal Register by the Department of the Treasury for application to overdue payments or the interest rate of 0.5 percent per month. The interest charge rate will be determined as of the due date and remain fixed for the duration of the delinquent period.

(c) When a partial payment on a delinquent account is received, the amount received shall be applied first to the penalty charges, second to the administrative charges, third to the accrued interest, and finally to the overdue payment.

(d) For any outstanding amounts owed, the Contracting Officer will furnish to the Contractor notices of such delinquency at 30-, 60-, and 90-days past the initial due date, with an official notification letter at 180-days past due indicating the debt will be referred to the Secretary of the Treasury for collection in accordance with the Debt Collection Improvement Act of 1996.

MEDIUM FOR TRANSMITTING PAYMENTS

14. (a) All payments from the Contractor to the Contracting Officer under this Contract shall be by the medium requested by the Contracting Officer on or before the date payment is due. The required method of payment may include checks, wire transfers, or other types of payment specified by the Contracting Officer.

(b) Upon execution of the Contract, the Contractor shall furnish the Contracting Officer with the Contractor's taxpayer's identification number (TIN). The purpose for requiring the Contractor's TIN is for collecting and reporting any delinquent amounts owing under this Contract.

RIGHTS TO BENEFICIAL USE OF WATER

15. The beneficial use of the water under this contract shall be governed by the Federal Reclamation laws and the laws of the State of Idaho, as they may at any time apply to this Contract.

WATER SUPPLY AND OPERATION OF THE RESERVOIR

16. (a) As of the date of this Contract, the United States holds License No. 63-03618, issued on September 27, 2002, by the State of Idaho to the United States for the storage of 307,000 acre-feet per annum of the waters of Boise River in Lucky Peak Reservoir. The primary purpose of the Reservoir is for flood control, for which it will be operated, in accordance with the Memorandum of Agreement between the Department of the Army and the Department of the Interior, dated November 20, 1953, and as it may be amended, the Act of August 24, 1954 (ch. 909, 68 Stat. 794), the 1954 Supplemental Arrowrock and Anderson Ranch Reservoir contracts approving the Boise River operating plan, and the Water Control Manual for Boise River Reservoirs, dated April 1985, copies of which are available for inspection at the office of the Contracting Officer. Subject to operations for flood control, the United States will operate the Project so as to store under existing storage rights all available water, and during each irrigation season, the Contracting Officer will make available to the Contractor for irrigation the Contractor's proportionate share of the stored water that accrues in each year to the active capacity of the Reservoir, together with any stored water that may have been carried over in the Contractor's share of such active capacity from prior water years.

(b) The Contractor may hold over in Lucky Peak Reservoir water from prior water years, subject to these limitations:

(1) Water may be held only to the extent that the total amount of Lucky Peak stored water held to the credit of the Contractor for any irrigation season shall not exceed the amount which can be stored in the Contractor's proportionate part of the total active capacity of that Reservoir.

(2) Whatever water is held for the credit of the Contractor in Lucky Peak Reservoir as holdover water shall no longer be accounted for as holdover water as of any date of water being released or passed in excess of the volume required to fill the Reservoir.

(3) The United States may discharge such water as required for flood control purposes in accordance with subarticle (a) of this article, or under subarticle (h) of this article, and such discharged water shall be deducted from any holdover water held to the credit of the Contractor.

(c) All space in Lucky Peak Reservoir shall be operated with like priority as to storage rights and all space will be treated proportionately; and the Contracting Officer reserves the privilege of granting to others holdover rights and of itself exercising such holdover rights as to any unsold space that are not inconsistent with the rights granted to the Contractor under this Contract. While the Contractor's storage water rights are defined in terms of active capacity in Lucky Peak Reservoir, the Contracting Officer shall have the right, without change in the Contractor's obligations with respect to storage rights, to store water accrued to those rights in any storage capacity available to it or to supply a like amount of water from other sources, by

exchange or otherwise, so long as delivery for the Contractor of all stored water to which it is entitled under this Contract is not in anywise impaired. In determining the amount of stored water available, losses incidental to storage will be prorated equally over all water in storage in a given reservoir; and, in determining the amount of stored water delivered, the point of measurement shall be the outlet works from which the delivery is made.

(d) While the Lucky Peak Reservoir is being operated and maintained by the United States, it will operate the Reservoir to the end of delivering all the water to which the Contractor is entitled under this Contract within the capacity limits of the Reservoir and having regard for other existing rights which must be supplied therefrom. Deliveries of stored water shall be limited at any time to the amount which can be delivered by means of the Contractor's proportionate share of the outlet capacity, taking into account the requirement of passing through the Reservoir water belonging to prior rights and the physical limitation of the existing outlet works. The Contractor shall conform its diversions to the control of the stream as established by the Watermaster.

(e) The Contractor hereby releases the United States and agrees to hold the United States free and harmless from all damage claims that might result from the diversion into storage, storage, regulation and release of water by the United States for the account of the Contractor, in accordance with the Contractor's instructions.

(f) The United States shall not be liable or responsible for the carriage, distribution, or diversion of water for irrigation purposes after its release from the delivery point, or for any loss or damage of any type or description arising therefrom.

(g) The United States shall not be liable for any obligation or liability arising out of the operation of the Project for authorized flood control purposes in accordance with subarticle (a) of this article. The United States shall not be responsible for loss of water to which

the Contractor, or those claiming by, through, or under the Contractor, is entitled and which has been stored in the Reservoir of the Project and which has been released as a result of the operation of the Project for authorized flood control purposes in accordance with subarticle (a) of this article.

(h) The United States temporarily may reduce water storage, as may be necessary, for the purpose of investigation, inspection, maintenance, repair, or replacement of any of the facilities of the Project. So far as it is feasible, however, the Contracting Officer will give the Contractor reasonable notice in advance of such temporary reduction except in cases of emergency when notice need not be given.

(i) The distribution of the water from the Project is the responsibility of the Watermaster or other designated official of the State. The costs of distribution by the Watermaster shall be the responsibility of the Contractor pursuant to State law.

NO LIABILITY FOR WATER SHORTAGES OR INTERRUPTIONS

17. If there is a shortage in the quantity of water available through the project irrigation works or interruptions in water deliveries to lands in the Contractor's service area resulting from drought, failure of the power supply, inaccuracy in distribution, hostile diversion, prior or superior claims, accident to or failure of facilities of the project irrigation works, whether or not attributable to negligence of officers, agents, or employees of the United States, or other causes beyond the control of the Contracting Officer, then, except as provided in Article 23 of this Contract, no liability shall accrue against the United States or any of its officers, agents, or employees for damage, direct or indirect, arising therefrom.

REMEDIES FOR DEFAULTS BY THE CONTRACTOR

18. (a) The Contracting Officer reserves the right to refuse to deliver water to the Contractor pursuant to this Contract in the event that the Contractor is in default of any of its obligations under Articles 1 through 17 and 19 through 24 of this Contract and fails, after ninety

(90) days written notice from the Contracting Officer, to remedy the said default. In this event, the Contracting Officer may also exercise against the Contractor any and all of his other rights and remedies for breach of contract by the Contractor.

(b) The payment of charges becoming due pursuant to this Contract is a condition precedent to receiving benefits under this Contract. The Contracting Officer shall not make water available to the Contractor through Project facilities during any period in which the Contractor is in arrears in the advance payment of any operation and maintenance charges due the United States or in arrears for more than 12 months in the payment of any construction charges due the United States. The Contractor shall not deliver water under the terms and conditions of this contract for lands or parties that are in arrears in the advance payment of operation and maintenance charges or in arrears more than 12 months in the payment of construction charges as levied or established by the Contractor.

WAIVER OF DEFAULT

19. The waiver by either party to this Contract as to any default shall not be construed as a waiver of any other default or as authority of the other party to continue such default or to make, do, or perform, or not to make, do, or perform, as the case may be, any act or thing which would constitute a default.

TITLE TO PROJECT WORKS

20. Title to all of the Project and associated works shall be and remain in the United States until otherwise provided for by the Congress.

GENERAL OBLIGATION--LEVIES THEREFOR

21. (a) The obligation of the Contractor to pay the Contracting Officer as provided in this Contract is a general obligation of the Contractor notwithstanding the manner in which the obligation may be distributed among the Contractor's water users and notwithstanding the default

of individual water users in their obligation to the Contractor.

(b) The Contractor will cause to be levied and collected all necessary assessments, tolls, and other charges and will use all of the authority and resources of the Contractor to meet its obligations hereunder to make in full all payments to be made pursuant to this Contract on or before the date such payments become due and to meet its other obligations under this Contract.

COVENANT AGAINST CONTINGENT FEES

22. The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty the Contracting Officer shall have the right to annul this Contract without liability or in its discretion to require the Contractor to pay to the Contracting Officer the full amount of such commission, percentage, brokerage, or contingent fee.

OPINIONS AND DETERMINATIONS

23. (a) Where the terms of this Contract provide for actions to be based upon the opinion or determination of either party to this Contract, said terms shall not be construed as permitting such action to be predicated upon arbitrary, capricious, or unreasonable opinions or determinations. Both parties, notwithstanding any other provisions of this Contract, expressly reserve the right to seek relief from and appropriate adjustment for any such arbitrary, capricious, or unreasonable opinion or determination. Each opinion or determination by either party shall be provided in a timely manner. Nothing in this subarticle is intended to or shall affect or alter the standard of judicial review applicable under Federal law to any opinion or determination implementing a specific provision of Federal law embodied in statute or regulation.

(b) The Contracting Officer shall have the right to make determinations necessary to administer this Contract that are consistent with the provisions of this Contract, the laws of the United States and of the State of Idaho, and the rules and regulations promulgated by the Secretary of the Interior. Such determinations shall be made in consultation with the Contractor to the extent reasonably practicable.

COMPLIANCE WITH LAWS, RULES AND REGULATIONS

24. (a) The parties agree that water storage, delivery or use pursuant to this Contract is subject to the laws of the State of Idaho, Federal law, and Federal Reclamation law, as amended and supplemented, and the rules and regulations promulgated by the Secretary of the Interior under Federal Reclamation law, subject to any limitations resulting from the nature of the Project as a U.S. Army Corps of Engineers facility.

(b) By entering into this Contract, the Contractor does not waive its rights to contest the validity or application of any Federal law or regulation in connection with the performance of the terms and conditions of this Contract; Provided, That the Contractor agrees to comply with the terms and conditions of this Contract unless and until relief from application of such Federal law or regulation to the implementing provision of the Contract is granted by a court of competent jurisdiction.

NOTICES

25. Any notice, demand, or request required or authorized by this Contract shall be deemed properly given, except where otherwise herein specifically provided, if mailed, postage prepaid, to the Regional Director, PN Region, Bureau of Reclamation, 1150 N. Curtis Road, Suite 100, Boise, Idaho 83706-1234, on behalf of the United States, and to the New Union Ditch Company, Limited, P.O. Box 31, Eagle, Idaho 83616, on behalf of the Contractor. The designation of the person to be notified or the address of such person may be changed at any time by similar notice.

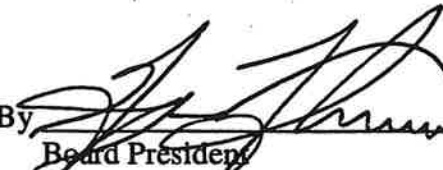
GENERAL PROVISIONS

26. The General Provisions applicable to this Contract are listed below. The full text of these articles is attached as Exhibit A and is hereby made a part of this Contract.

- a. CONTINGENT UPON APPROPRIATION OR ALLOTMENT OF FUNDS
- b. OFFICIALS NOT TO BENEFIT
- c. ASSIGNMENT LIMITED – SUCCESSORS AND ASSIGNS OBLIGATED
- d. BOOKS, RECORDS, AND REPORTS
- e. PROTECTION OF WATER AND AIR QUALITY
- f. EQUAL EMPLOYMENT OPPORTUNITY
- g. COMPLIANCE WITH CIVIL RIGHTS LAWS AND REGULATIONS
- h. CONFIRMATION OF CONTRACT
- i. CHANGES IN CONTRACTOR'S ORGANIZATION
- j. CONTRACT DRAFTING CONSIDERATIONS

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

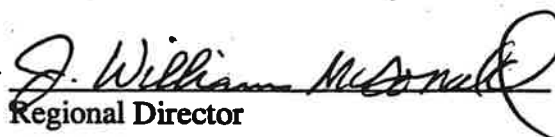
NEW UNION DITCH COMPANY, LIMITED:

By _____
Board President

ATTEST:

By _____
Secretary

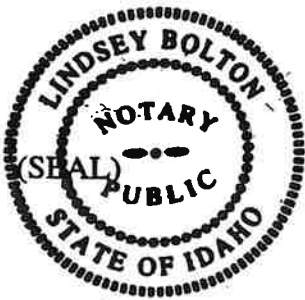
THE UNITED STATES OF AMERICA:

By _____
Regional Director
PN Region
Bureau of Reclamation
1150 N. Curtis Road, Suite 100
Boise, ID 83706-1234

STATE OF IDAHO)
County of Ada :SS

On this 9 day of August, 2005, personally appeared before me George Transtrum, known to me to be, respectively, the President and Secretary, of the NEW UNION DITCH COMPANY, LIMITED, and the persons who executed the within instrument and acknowledged to me that the NEW UNION DITCH COMPANY, LIMITED executed the same.

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



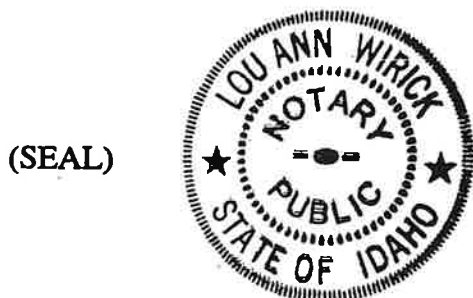
Lindsay Bolton
Notary Public in and for the
State of Idaho
Residing at: Boise
My commission expires: 3/25/2010

Contract No. 059 D101482

STATE OF IDAHO)
County of Ada : SS

On this 16th day of August, 2005, personally appeared before me J. William McDonald, to me known to be the official of the United States of America that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said United States, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

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



Lou Ann Wirick
Notary Public in and for the
State of Idaho
Residing at: Ada County
My commission expires: Oct 22, 2008

GENERAL PROVISIONS - BOISE AND LUCKY PEAK PROJECTS

The Contractor, as referred to in the following Standard Contract Articles, shall be the New Union Ditch Company, Limited.

CONTINGENT UPON APPROPRIATION OR ALLOTMENT OF FUNDS

(a) The expenditure or advance of any money or the performance of any obligation of the United States under this contract shall be contingent upon appropriation or allotment of funds. Absence of appropriation or allotment of funds shall not relieve the Contractor from any obligations under this contract. No liability shall accrue to the United States in case funds are not appropriated or allotted.

OFFICIALS NOT TO BENEFIT

(b) No Member of or Delegate to the Congress, Resident Commissioner, or Official of the Contractor shall benefit from this contract other than as a water user or landowner in the same manner as other water users or landowners.

ASSIGNMENT LIMITED - SUCCESSORS AND ASSIGNS OBLIGATED

(c) The provisions of this contract shall apply to and bind the successors and assigns of the parties hereto, but no assignment or transfer of this contract or any right or interest therein by either party shall be valid until approved in writing by the other party.

BOOKS, RECORDS, AND REPORTS

(d) The Contractor shall establish and maintain accounts and other books and records pertaining to the administration of the terms and conditions of this contract, including the Contractor's financial transactions; water supply data; the water users' land-use (e.g. crop census), and water-use data; and other matters that the Contracting Officer may require. Reports shall be furnished to the Contracting Officer in such form and on such date or dates as the Contracting Officer may require. Subject to applicable Federal laws and regulations, each party to this contract shall have the right during office hours to examine and make copies of the other party's books and records relating to matters covered by this contract.

PROTECTION OF WATER AND AIR QUALITY

(e) (1) Project facilities used to make available and deliver water to the Contractor shall be operated and maintained in the most practical manner to maintain the quality of the water at the highest level possible as determined by the Contracting Officer: Provided, That the United States does not warrant the quality of the water delivered to the Contractor and is under no obligation to furnish or construct water treatment facilities to maintain or improve the quality of water delivered to the Contractor.

(2) The Contractor shall comply with all applicable water and air pollution laws and regulations of the United States and the State of Idaho; and shall obtain all required permits or licenses from the appropriate Federal, State, or local authorities necessary for the delivery of water by the Contractor; and shall be responsible for compliance with all Federal, State, and local water quality standards applicable to surface and subsurface drainage and/or discharges generated through the use of Federal or Contractor facilities or project water provided by the Contractor within the Contractor's Project Water Service Area.

(3) This article shall not affect or alter any legal obligations of the Secretary to provide drainage or other discharge services.

EQUAL EMPLOYMENT OPPORTUNITY

(f) During the performance of this contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, disability, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, disability, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, disability, or national origin.

(3) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Contracting Officer, advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Contracting Agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965 or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however*, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

COMPLIANCE WITH CIVIL RIGHTS LAWS AND REGULATIONS

(g) (1) The Contractor shall comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), Section 504 of the Rehabilitation Act of 1973 (P.L. 93-112, as amended), the Age Discrimination Act of 1975 (42 U.S.C. 6101, *et seq.*), Title II of the Americans with Disabilities Act of 1990 if the entity is a State or local government entity [Title III if the entity is a non-government entity], and any other applicable civil rights laws, as well as with their respective implementing regulations and guidelines imposed by the U.S. Department of the Interior and/or Bureau of Reclamation.

(2) These statutes require that no person in the United States shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving financial assistance from the Bureau of Reclamation on the grounds of race, color, national origin, disability, or age. By executing this contract, the Contractor agrees to immediately take any measures necessary to implement this obligation, including permitting officials of the United States to inspect premises, programs, and documents.

(3) The Contractor makes this agreement in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property discounts, or other Federal financial assistance extended after the date

hereof to the Contractor by the Bureau of Reclamation, including installment payments after such date on account of arrangements for Federal financial assistance which were approved before such date. The Contractor recognizes and agrees that such Federal assistance will be extended in reliance on the representations and agreements made in this article and that the United States reserves the right to seek judicial enforcement thereof.

(4) Complaints of discrimination against the Contractor shall be investigated by the Contracting Officer's Office of Civil Rights.

CONFIRMATION OF CONTRACT

(h) The Contractor shall furnish to the Contracting Officer evidence that pursuant to the laws of the State of Idaho, the Contractor is a legally constituted entity and the contract is lawful, valid, and binding on the Contractor. This contract shall not be binding on the United States until such evidence has been provided to the Contracting Officer's satisfaction. The Contracting Officer shall provide the Contractor written notice of the Contracting Officer's acceptance of such evidence. The Contracting Officer represents that he is authorized to execute this contract and perform all obligations of the Contracting Officer hereunder.

CHANGES IN CONTRACTOR'S ORGANIZATION

(i) While this contract is in effect, no change may be made in the Contractor's organization, by inclusion or exclusion of lands or by any other changes which may affect the respective rights, obligations, privileges, and duties of either the United States or the Contractor under this contract including, but not limited to, dissolution, consolidation, or merger, except upon the Contracting Officer's written consent.

CONTRACT DRAFTING CONSIDERATIONS

(j) Articles 1 through 26 of this Contract have been drafted, negotiated, and reviewed by the parties hereto, each of whom is sophisticated in the matters to which this Contract pertains, and no one party shall be considered to have drafted the stated articles.

**UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION**

Lucky Peak Dam and Reservoir, Boise and Lucky Peak Projects, Idaho

PARTIAL ASSIGNMENT OF REPAYMENT CONTRACT

This Partial Assignment of Repayment Contract (Partial Assignment) is made and entered into this 18 day of April, 2007, in Ada County, State of Idaho, by and between New Union Ditch Company, Limited (New Union), an Idaho non-profit corporation, and Osprey Property Owners Association, Inc. (Osprey), an Idaho non-profit corporation.

WITNESSETH THAT:

Explanatory Recitals

1. WHEREAS, New Union is entitled to receive storage water from Lucky Peak Reservoir on the Boise River in Idaho under the Repayment Contract between the United States and New Union, Contract No. 059D101482 (Contract), dated August 16, 2005. Under the Contract, a copy of which is attached hereto as Exhibit A, New Union is entitled to receive annual delivery of the stored water accruing to fifty thousand three hundred and twenty-four one hundred thousandths of one percent (0.50324%) of the active capacity of Lucky Peak Reservoir, which percent is equivalent to 1,400 acre-feet so long as the reservoir has an active capacity of 278,200 acre-feet (Total Contract Amount). Pursuant to the Contract, New Union has the right, on an annual basis, to request that the amount of stored water which New Union desires to use during that year be released for irrigation uses upon the lands of New Union's shareholders; and
2. WHEREAS, Osprey supplies irrigation water to landowners in its subdivision located near Boise, Idaho, and has diversion facilities on Mores Creek, a tributary of the Boise River, through which it is able to divert and place to beneficial use those river waters to which Osprey is entitled; and
3. WHEREAS, Osprey desires to acquire twenty-one and forty-two thousand eight hundred and fifty-seven one hundred thousandths of one percent (21.42857%) of New Union's Total Contract Amount and to make available said stored water in the event senior Boise River water right users could limit the Contractor's use of natural flow water rights from Minneha and Corral Creeks; and
4. WHEREAS, New Union desires to assign to Osprey its right to twenty-one and forty-two thousand eight hundred and fifty-seven one hundred thousandths of one percent (21.42857%) of the Total Contract Amount under the Contract; and
5. WHEREAS, pursuant to Article 26(c) of the Contract, this Partial Assignment is invalid until approved by the United States. Further, the United States' approval of the Partial Assignment of the Contract is ineffective until such time as the United States and Osprey have entered into a separate contract for the use of the water described in this Partial Assignment.

NOW THEREFORE, in consideration of \$21,000 dollars and other good and valuable consideration, the receipt of which New Union hereby acknowledges, and the covenants contained herein, the parties hereby agree as follows:

Partial Assignment Terms

6. Partial Assignment. New Union hereby grants, conveys and assigns to Osprey, its successors and assigns, New Union's rights and interest in and to twenty-one and forty-two thousand eight hundred and fifty-seven one hundred thousandths of one percent (21.42857%) of the Total Contract Amount under the Contract (hereafter referred to as the Assigned Portion), which Assigned Portion is equal to ten thousand seven hundred and eighty-four one hundred thousandths of one percent (0.10784%) of the active capacity of the Reservoir and shall be treated as the equivalent of 300 acre-feet of active capacity so long as the Reservoir has an active capacity of 278,200 acre-feet.

7. Osprey Assumes New Union's Obligations Under the Contract. By the execution of this Partial Assignment, Osprey assumes and agrees to all of the rights and obligations pertaining to the Assigned Portion under the Contract as if Osprey were the original contracting party under the Contract. New Union shall remain responsible for all obligations under its remaining portion of the Total Contract Amount.

8. Osprey's Use of the Assigned Portion. Osprey intends to make available stored water under the Contract for irrigation purposes during the irrigation season. However, if Osprey determines it is appropriate to seek to change its use of water made available under the Contract to establish a new or alternate point of diversion or place or purpose of use, New Union shall cooperate with all such efforts, and, at Osprey's request, shall provide Osprey with all documents in New Union's possession pertaining to the Contract or the delivery of water thereunder and shall execute any documents Osprey reasonably deems necessary to support any transfer or exchange application necessary to accomplish this.

9. Effective Date and Term of Assignment. This Partial Assignment shall become effective only upon the execution of a binding contract between the United States and Osprey for the use of water described in this Partial Assignment and will continue in effect for the term of that contract, unless Osprey and the United States terminate the contract earlier.

10. Miscellaneous.

a. New Union's Representations and Warranties. New Union hereby represents to Osprey that New Union has full corporate right, power, and authority to enter into this Partial Assignment and to assign to Osprey, New Union's right to the Assigned Portion of storage water under the Contract, and that this Assignment has been approved by resolution of the board of directors of New Union on July 30, 2007. 2008.

b. Entire Agreement. This Partial Assignment shall constitute the entire agreement between the parties.

c. Successors and Assigns. All of the terms and provisions contained herein shall inure to the benefit of and shall be binding upon the parties hereto and their respective heirs, personal representatives, successors and assigns.

d. Survival. Each of the representations, agreements, warranties and covenants contained in this Partial Assignment shall survive its execution and delivery by the parties.

e. Necessary Acts and Cooperation. The parties hereby agree to do any act or thing and to execute any and all instruments required by this Partial Assignment and which are necessary and proper to make effective the provisions of this Partial Assignment.

f. Attorneys' Fees. The prevailing party in any action brought by either party to enforce the terms and conditions of this Partial Assignment shall be entitled to reasonable costs and expenses of such action including attorneys' fees.

g. Recitals Incorporated. The above recitals are hereby incorporated into this Partial Assignment.

IN WITNESS WHEREOF, the parties have executed this Partial Assignment the day and year first above written.

ASSIGNOR

New Union Ditch Company, Limited
an Idaho non-profit corporation

(SEAL)

Attest: 

By: GEORGE TRANSTRUM
, President

Attest: 

By: 
CHARLES CARLISLE, Secretary-Treasurer

ASSIGNEE

Osprey Property Owners Association, Inc.
an Idaho non-profit corporation

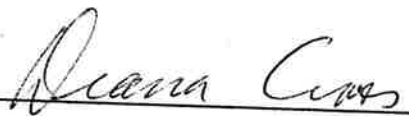
(SEAL)

Attest: 

By: Log Kallhoff

Approved:

United States of America

By: 
Acting For
Title: Regional Director, PN Region
Bureau of Reclamation

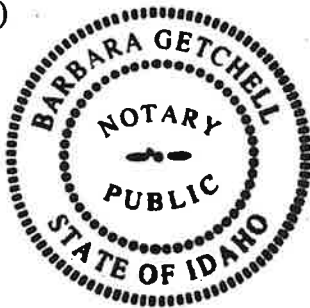
ACKNOWLEDGMENTS

STATE OF IDAHO)
: SS
County of ADA)

On this 18 day of APRIL, 2007, before me,
BARBARA GETCHELL, a Notary Public in and for said State, personally appeared
GEORGE TRANSTRUM and CHARLES CARLISLE, known to me to be
President and Secretary-Treasurer, respectively, of New Union Ditch Company, Limited, an
Idaho non-profit corporation that executed the within instrument or the persons who executed the
within instrument on behalf of said corporation, 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 first above written.

(SEAL)



[Signature]
Notary Public in and for the
State of IDAHO
Residing at: ADA COUNTY
My commission expires: 11/17/2012

STATE OF IDAHO)
: SS
County of Ada)

On this 26 day of February, 2007, before me,
Corey S. Peacock, a Notary Public in and for said State, personally
Roy Ratliff, known to me to be the President of Osprey Property
Owners Association, Inc., an Idaho non-profit corporation that executed the within instrument or
the person who executed the instrument on behalf of said corporation, 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 first above written.

(SEAL)



Corey S. Peacock
Notary Public in and for the
State of IDAHO
Residing at: Canyon County
My commission expires: 2/3/2011

: SS

)

_____, a Notary Public in and for said State, personally appeared Diana Cross, known to me to be the official of the United States of America that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said United States, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

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

Linda Kuley
Notary Public in and for the
State of IDAHO
Residing at: Meridian ID
My commission expires: 6/2/2012

* * * * *

PN Draft 06/18/04

Revised 07/23/04

Revised 09/03/04

Last Revised 06/29/05

Contract No. 059D101482

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

Boise and Lucky Peak Projects, Idaho

REPAYMENT CONTRACT BETWEEN THE UNITED STATES OF AMERICA
AND NEW UNION DITCH COMPANY, LIMITED
PROVIDING FOR LUCKY PEAK RESERVOIR STORAGE

Contents

<u>Article No.</u>	<u>Title</u>	<u>Page No.</u>
1	Preamble	1
2-5	Explanatory Recitals	1-2
6	Definitions	2-3
7	Term of Contract and Termination of the 1965 Contract	3
8	Water to be Available to the Contractor	4
9	Place of Delivery and Measurement and of Use of Water	4-5
10	Construction Charge Obligation	5
11	Operation and Maintenance Charge	5-6
12	Elements of Operation and Maintenance Charge	6-7
13	Charges for Delinquent Payments	7
14	Medium for Transmitting Payments	7-8
15	Rights to Beneficial Use of Water	8
16	Water Supply and Operation of the Reservoir	8-11
17	No Liability for Water Shortages or Interruptions	11
18	Remedies for Defaults by the Contractor	11-12
19	Waiver of Default	12
20	Title to Project Works	12
21	General Obligation – Levies Therefor	12-13
22	Covenant Against Contingent Fees	13
23	Opinions and Determinations	13-14
24	Compliance with Laws, Rules and Regulations	14
25	Notices	14
26	General Provisions	15
	Signatures	16
	Acknowledgments	17
	Exhibit A	

PN Draft 06/18/04
Revised 07/23/04
Revised 09/03/04
Last Revised 06/29/05
Contract No. 059D101482

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

Boise and Lucky Peak Projects, Idaho

REPAYMENT CONTRACT BETWEEN THE UNITED STATES OF AMERICA
AND NEW UNION DITCH COMPANY, LIMITED
PROVIDING FOR LUCKY PEAK RESERVOIR STORAGE

THIS CONTRACT, made this 16th day of August, 2005, between the UNITED STATES OF AMERICA, hereinafter called the "United States," acting through the Contracting Officer, and pursuant generally to the Act of June 17, 1902 (32 Stat. 388), and acts amendatory thereof or supplementary thereto, particularly, but not limited to, Section 9(d) of the Act of August 4, 1939 (53 Stat. 1187), as amended and supplemented, the Act of December 22, 1944 (58 Stat. 887), the Act of July 24, 1946 (60 Stat. 641), and the Act of July 2, 1956 (70 Stat. 483), all collectively known as the Federal Reclamation laws, and the New Union Ditch Company, Limited in Idaho, a ditch company organized and existing pursuant to the laws of the State of Idaho, with its principal place of business in Eagle, Idaho, hereinafter called the "Contractor."

WITNESSETH, THAT:

The following statements are made in explanation:

EXPLANATORY RECITALS

2. WHEREAS, the United States has constructed and operates the Lucky Peak Dam and Reservoir on the Boise River in which there is water stored which can be used for the

irrigation of land and for other beneficial uses, for which the United States holds License No. 63-03618, issued on September 27, 2002, by the State of Idaho to the United States; and

3. WHEREAS, the parties hereto have entered into Contract No. 14-06-100-5264, dated August 17, 1965, as may have been amended and supplemented, hereinafter called the "1965 contract," for the furnishing of a supplemental irrigation water supply to the Contractor; and

4. WHEREAS, the Contractor has exercised its right to convert the 1965 contract to a repayment contract pursuant to Article 8 of said contract, the Federal Reclamation laws and the laws of the State of Idaho, and has fulfilled its obligations to date under the 1965 contract; and

5. WHEREAS, the United States agrees to conversion of the 1965 contract to a repayment contract pursuant to applicable Federal and State laws, rules and regulations, particularly subsection 9(d) of the Reclamation Project Act of 1939 (53 Stat. 1187) and the Administration of Contracts under Section 9, Reclamation Project Act of 1939, Act of July 2, 1956 (70 Stat. 483).

NOW, THEREFORE, in consideration of the mutual and dependent covenants herein contained, it is hereby mutually agreed as follows:

DEFINITIONS

6. Where used in this Contract, the terms:

(a) "1965 contract" shall mean the specific contract the parties hereto entered into on August 17, 1965, which is numbered Contract No. 14-06-100-5264, as may have been amended and supplemented.

(b) "Active capacity" shall mean the amount of storage space available for irrigation, flood control, and other authorized purposes between reservoir elevations 2905 Mean Sea Level (MSL) and 3060 MSL, of which the storage space available between reservoir

elevations 3055 MSL and 3060 MSL is used for exclusive flood control purposes, as indicated in Water Right License No. 63-03618.

- (c) "Contract" shall mean and include Articles 1 through 26 hereof.
- (d) "Contracting Officer" shall mean the Commissioner of the Bureau of Reclamation or his duly authorized representative.
- (e) "Contractor" shall mean the New Union Ditch Company, Limited.
- (f) "Federal Reclamation laws" shall mean the Act of June 17, 1902 (32 Stat. 388) and all acts amendatory thereof and supplementary thereto.
- (g) "Irrigation season" shall mean the period within any year, April 1 through October 31.
- (h) "Project" or "Reservoir" shall mean Lucky Peak Dam and Reservoir.
- (i) "State Engineer" shall mean the Director of the Department of Water Resources as identified in Idaho Code, Title 42, Chapter 18.
- (j) "Watermaster" shall mean the person appointed by the official of the Department of Water Resources to administer the delivery of water from the Boise River within Water District 63 in accordance with Idaho Code, Title 42, Chapter 6, Section 402.
- (k) "Year" shall mean the period of January 1 through the following December 31.

TERM OF CONTRACT AND TERMINATION OF THE 1965 CONTRACT

7. This Contract shall remain in effect as long as the Contractor pays the full annual charges and any and all other amounts owing under this Contract: Provided, That it may be terminated at any time by mutual consent of the parties hereto. The 1965 contract is replaced by this Contract and is no longer of any force and effect.

WATER TO BE AVAILABLE TO THE CONTRACTOR

8. The Contracting Officer will make available to the Contractor stored water accruing to fifty thousand three hundred twenty-four one hundredth thousandths of one percent (.50324%) of the active capacity of the Reservoir within the limits and upon the terms provided in this Contract. This percent shall, so long as the Reservoir has an active capacity of 278,200 acre-feet, be treated as the equivalent of 1,400 acre-feet of active capacity. The latter figure of active capacity may be adjusted from time to time by the Contracting Officer whenever there are determinations as a result of standard procedures that the active capacity is other than as stated above.

PLACE OF DELIVERY AND MEASUREMENT AND OF USE OF WATER

9. (a) Water for the purposes hereof shall be made available at the outlet works of the Project and shall be delivered to the Contractor and measured at that point, except as hereinafter provided. The Contractor shall receive said water at the delivery point and shall be wholly responsible for taking said water at that point and diverting, conveying, and utilizing it. The water to be delivered hereunder is to be diverted at:

a point on the north bank of the Boise River on lot two (2), section twenty-three (23), township four (4) north, range one (1) east, Boise meridian,

by means of a device satisfactory to the State officer in charge of the distribution of water from the Boise River. Such device shall be furnished, installed, and maintained by and at the expense of the Contractor, but it shall be and remain at all times under the control of the State-appointed Watermaster who may at all times have access to it over any lands of the Contractor. The Contractor shall bear its proportionate share of all losses incurred in running the stored water from the place of measurement and delivery to the place of diversion, and losses of water from seepage, evaporation, or other causes, below said point of measurement, shall be borne by the Contractor.

(b) Water made available to the Contractor pursuant to this Contract shall be used for the irrigation of lands described as follows:

The lands legally served by the Contractor as determined through the Snake River Basin Adjudication or as allowed under State and Reclamation law.

CONSTRUCTION CHARGE OBLIGATION

10. For the right to obtain stored water as herein provided, the Contractor shall pay to the Contracting Officer the proportionate part of the construction cost of the Project properly allocable to such right which is the sum of \$96,026, and this amount is established as the Contractor's construction charge obligation. Payments totaling \$9,551.25 collected under the 1965 contract are available for application towards the construction charge obligation, leaving a remaining obligation of \$86,474.75. The Contractor shall pay to the Contracting Officer the remaining construction charge obligation in 39 successive annual installments of \$2,161.87 each and a final annual installment of \$2,161.82, the first of which shall be due December 31, 2006, and each December 31 thereafter, until the remaining construction charge obligation shall have been fully paid; Provided, A lesser payment of the actual amount needed to retire the construction charge obligation will be allowed in the final year; Provided further, That in the event of a reduction to the Contractor's percentage of active capacity set forth in Article 8 of this Contract, the Contracting Officer will adjust the annual installments accordingly.

OPERATION AND MAINTENANCE CHARGE

11. (a) In addition to the construction charge established in Article 10, the Contractor shall pay to the Contracting Officer, so long as this Contract remains in effect and in advance on or before April 1 of each year, beginning with April 1, 2006, the Contractor's share, based upon its percentage of active capacity, of the estimated cost of operation and maintenance of the Project as determined by the Contracting Officer for the upcoming year. Written notice of the

Contractor's share of the estimated costs of operation and maintenance of the Project shall be delivered by the Contracting Officer to the Contractor no later than February 1 of each year.

(b) Whenever, in the opinion of the Contracting Officer, funds so advanced will be inadequate to operate and maintain the Project, he may give a written supplemental operation and maintenance charge notice stating therein the amount of the Contractor's share, based upon its percentage of active capacity, of additional funds required as determined by the Contracting Officer, and the Contractor shall advance that additional amount on or before the date specified in the supplemental notice. Provided, however, except for an emergency situation as defined in the Standard Operating Procedures for the Project, the payment date specified in the supplemental notice shall be at least 90 days from the date of delivery of the notice to the Contractor. If funds advanced by the Contractor under this article exceed the Contractor's share of the actual cost of the operation and maintenance of the Project for the year for which advanced, the surplus shall be credited on the operation and maintenance charges to become due for succeeding years. Upon written request from the Contractor, the Contracting Officer shall provide a written accounting each year to the Contractor of the costs to be paid by the Contractor pursuant to subarticles (a) and (b) of this article.

(c) Additionally, the Contracting Officer shall inform the Contractor of the estimate of the costs to be paid by the Contractor in accordance with this Article as far in advance as practicable for the Contractor's use in its budgeting process.

ELEMENTS OF OPERATION AND MAINTENANCE CHARGE

12. The Contractor shall pay to the Contracting Officer its share of all costs incurred in operating and maintaining the Project for the purpose of storing and releasing water under the terms of this contract including, without limitation by reason of this enumeration, the costs of surveys and investigations, labor, property, material and equipment, engineering, legal work,

superintendence, administration, indirect costs, general expenses, inspections, special services.

The Contractor shall not be responsible for the costs of operating and maintaining the Project for purposes other than storing and releasing water as provided in the contract.

CHARGES FOR DELINQUENT PAYMENTS

13. (a) The Contractor shall be subject to interest, administrative, and penalty charges on delinquent payments. If a payment is not received by the due date, the Contractor shall pay an interest charge on the delinquent payment for each day the payment is delinquent beyond the due date. If a payment becomes 60-days delinquent, in addition to the interest charge, the Contractor shall pay an administrative charge to cover additional costs of billing and processing the delinquent payment. If a payment is delinquent 90-days or more, in addition to the interest and administrative charges, the Contractor shall pay a penalty charge for each day the payment is delinquent beyond the due date, based on the remaining balance of the payment due at the rate of 6 percent per year. The Contractor shall also pay any fees incurred for debt collection services associated with a delinquent payment.

(b) The interest charge rate shall be the greater of either the rate prescribed quarterly in the Federal Register by the Department of the Treasury for application to overdue payments or the interest rate of 0.5 percent per month. The interest charge rate will be determined as of the due date and remain fixed for the duration of the delinquent period.

(c) When a partial payment on a delinquent account is received, the amount received shall be applied first to the penalty charges, second to the administrative charges, third to the accrued interest, and finally to the overdue payment.

(d) For any outstanding amounts owed, the Contracting Officer will furnish to the Contractor notices of such delinquency at 30-, 60-, and 90-days past the initial due date, with an official notification letter at 180-days past due indicating the debt will be referred to the Secretary of the Treasury for collection in accordance with the Debt Collection Improvement Act of 1996.

MEDIUM FOR TRANSMITTING PAYMENTS

14. (a) All payments from the Contractor to the Contracting Officer under this Contract shall be by the medium requested by the Contracting Officer on or before the date payment is due. The required method of payment may include checks, wire transfers, or other types of payment specified by the Contracting Officer.

(b) Upon execution of the Contract, the Contractor shall furnish the Contracting Officer with the Contractor's taxpayer's identification number (TIN). The purpose for requiring the Contractor's TIN is for collecting and reporting any delinquent amounts owing under this Contract.

RIGHTS TO BENEFICIAL USE OF WATER

15. The beneficial use of the water under this contract shall be governed by the Federal Reclamation laws and the laws of the State of Idaho, as they may at any time apply to this Contract.

WATER SUPPLY AND OPERATION OF THE RESERVOIR

16. (a) As of the date of this Contract, the United States holds License No. 63-03618, issued on September 27, 2002, by the State of Idaho to the United States for the storage of 307,000 acre-feet per annum of the waters of Boise River in Lucky Peak Reservoir. The primary purpose of the Reservoir is for flood control, for which it will be operated, in accordance with the Memorandum of Agreement between the Department of the Army and the Department of the Interior, dated November 20, 1953, and as it may be amended, the Act of August 24, 1954 (ch. 909, 68 Stat. 794), the 1954 Supplemental Arrowrock and Anderson Ranch Reservoir contracts approving the Boise River operating plan, and the Water Control Manual for Boise River Reservoirs, dated April 1985, copies of which are available for inspection at the office of the Contracting Officer. Subject to operations for flood control, the United States will operate the Project so as to store under existing storage rights all available water, and during each irrigation season, the Contracting Officer will make available to the Contractor for irrigation the Contractor's proportionate share of the stored water that accrues in each year to the active capacity of the Reservoir, together with any stored water that may have been carried over in the Contractor's share of such active capacity from prior water years.

(b) The Contractor may hold over in Lucky Peak Reservoir water from prior water years, subject to these limitations:

(1) Water may be held only to the extent that the total amount of Lucky Peak stored water held to the credit of the Contractor for any irrigation season shall not exceed the amount which can be stored in the Contractor's proportionate part of the total active capacity of that Reservoir.

(2) Whatever water is held for the credit of the Contractor in Lucky Peak Reservoir as holdover water shall no longer be accounted for as holdover water as of any date of water being released or passed in excess of the volume required to fill the Reservoir.

(3) The United States may discharge such water as required for flood control purposes in accordance with subarticle (a) of this article, or under subarticle (h) of this article, and such discharged water shall be deducted from any holdover water held to the credit of the Contractor.

(c) All space in Lucky Peak Reservoir shall be operated with like priority as to storage rights and all space will be treated proportionately; and the Contracting Officer reserves the privilege of granting to others holdover rights and of itself exercising such holdover rights as to any unsold space that are not inconsistent with the rights granted to the Contractor under this Contract. While the Contractor's storage water rights are defined in terms of active capacity in Lucky Peak Reservoir, the Contracting Officer shall have the right, without change in the Contractor's obligations with respect to storage rights, to store water accrued to those rights in any storage capacity available to it or to supply a like amount of water from other sources, by

exchange or otherwise, so long as delivery for the Contractor of all stored water to which it is entitled under this Contract is not in anywise impaired. In determining the amount of stored water available, losses incidental to storage will be prorated equally over all water in storage in a given reservoir; and, in determining the amount of stored water delivered, the point of measurement shall be the outlet works from which the delivery is made.

(d) While the Lucky Peak Reservoir is being operated and maintained by the United States, it will operate the Reservoir to the end of delivering all the water to which the Contractor is entitled under this Contract within the capacity limits of the Reservoir and having regard for other existing rights which must be supplied therefrom. Deliveries of stored water shall be limited at any time to the amount which can be delivered by means of the Contractor's proportionate share of the outlet capacity, taking into account the requirement of passing through the Reservoir water belonging to prior rights and the physical limitation of the existing outlet works. The Contractor shall conform its diversions to the control of the stream as established by the Watermaster.

(e) The Contractor hereby releases the United States and agrees to hold the United States free and harmless from all damage claims that might result from the diversion into storage, storage, regulation and release of water by the United States for the account of the Contractor, in accordance with the Contractor's instructions.

(f) The United States shall not be liable or responsible for the carriage, distribution, or diversion of water for irrigation purposes after its release from the delivery point, or for any loss or damage of any type or description arising therefrom.

(g) The United States shall not be liable for any obligation or liability arising out of the operation of the Project for authorized flood control purposes in accordance with subarticle (a) of this article. The United States shall not be responsible for loss of water to which

the Contractor, or those claiming by, through, or under the Contractor, is entitled and which has been stored in the Reservoir of the Project and which has been released as a result of the operation of the Project for authorized flood control purposes in accordance with subarticle (a) of this article.

(h) The United States temporarily may reduce water storage, as may be necessary, for the purpose of investigation, inspection, maintenance, repair, or replacement of any of the facilities of the Project. So far as it is feasible, however, the Contracting Officer will give the Contractor reasonable notice in advance of such temporary reduction except in cases of emergency when notice need not be given.

(i) The distribution of the water from the Project is the responsibility of the Watermaster or other designated official of the State. The costs of distribution by the Watermaster shall be the responsibility of the Contractor pursuant to State law.

NO LIABILITY FOR WATER SHORTAGES OR INTERRUPTIONS

17. If there is a shortage in the quantity of water available through the project irrigation works or interruptions in water deliveries to lands in the Contractor's service area resulting from drought, failure of the power supply, inaccuracy in distribution, hostile diversion, prior or superior claims, accident to or failure of facilities of the project irrigation works, whether or not attributable to negligence of officers, agents, or employees of the United States, or other causes beyond the control of the Contracting Officer, then, except as provided in Article 23 of this Contract, no liability shall accrue against the United States or any of its officers, agents, or employees for damage, direct or indirect, arising therefrom.

REMEDIES FOR DEFAULTS BY THE CONTRACTOR

18. (a) The Contracting Officer reserves the right to refuse to deliver water to the Contractor pursuant to this Contract in the event that the Contractor is in default of any of its obligations under Articles 1 through 17 and 19 through 24 of this Contract and fails, after ninety

(90) days written notice from the Contracting Officer, to remedy the said default. In this event, the Contracting Officer may also exercise against the Contractor any and all of his other rights and remedies for breach of contract by the Contractor.

(b) The payment of charges becoming due pursuant to this Contract is a condition precedent to receiving benefits under this Contract. The Contracting Officer shall not make water available to the Contractor through Project facilities during any period in which the Contractor is in arrears in the advance payment of any operation and maintenance charges due the United States or in arrears for more than 12 months in the payment of any construction charges due the United States. The Contractor shall not deliver water under the terms and conditions of this contract for lands or parties that are in arrears in the advance payment of operation and maintenance charges or in arrears more than 12 months in the payment of construction charges as levied or established by the Contractor.

WAIVER OF DEFAULT

19. The waiver by either party to this Contract as to any default shall not be construed as a waiver of any other default or as authority of the other party to continue such default or to make, do, or perform, or not to make, do, or perform, as the case may be, any act or thing which would constitute a default.

TITLE TO PROJECT WORKS

20. Title to all of the Project and associated works shall be and remain in the United States until otherwise provided for by the Congress.

GENERAL OBLIGATION--LEVIES THEREFOR

21. (a) The obligation of the Contractor to pay the Contracting Officer as provided in this Contract is a general obligation of the Contractor notwithstanding the manner in which the obligation may be distributed among the Contractor's water users and notwithstanding the default

of individual water users in their obligation to the Contractor.

(b) The Contractor will cause to be levied and collected all necessary assessments, tolls, and other charges and will use all of the authority and resources of the Contractor to meet its obligations hereunder to make in full all payments to be made pursuant to this Contract on or before the date such payments become due and to meet its other obligations under this Contract.

COVENANT AGAINST CONTINGENT FEES

22. The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty the Contracting Officer shall have the right to annul this Contract without liability or in its discretion to require the Contractor to pay to the Contracting Officer the full amount of such commission, percentage, brokerage, or contingent fee.

OPINIONS AND DETERMINATIONS

23. (a) Where the terms of this Contract provide for actions to be based upon the opinion or determination of either party to this Contract, said terms shall not be construed as permitting such action to be predicated upon arbitrary, capricious, or unreasonable opinions or determinations. Both parties, notwithstanding any other provisions of this Contract, expressly reserve the right to seek relief from and appropriate adjustment for any such arbitrary, capricious, or unreasonable opinion or determination. Each opinion or determination by either party shall be provided in a timely manner. Nothing in this subarticle is intended to or shall affect or alter the standard of judicial review applicable under Federal law to any opinion or determination implementing a specific provision of Federal law embodied in statute or regulation.

(b) The Contracting Officer shall have the right to make determinations necessary to administer this Contract that are consistent with the provisions of this Contract, the laws of the United States and of the State of Idaho, and the rules and regulations promulgated by the Secretary of the Interior. Such determinations shall be made in consultation with the Contractor to the extent reasonably practicable.

COMPLIANCE WITH LAWS, RULES AND REGULATIONS

24. (a) The parties agree that water storage, delivery or use pursuant to this Contract is subject to the laws of the State of Idaho, Federal law, and Federal Reclamation law, as amended and supplemented, and the rules and regulations promulgated by the Secretary of the Interior under Federal Reclamation law, subject to any limitations resulting from the nature of the Project as a U.S. Army Corps of Engineers facility.

(b) By entering into this Contract, the Contractor does not waive its rights to contest the validity or application of any Federal law or regulation in connection with the performance of the terms and conditions of this Contract; Provided, That the Contractor agrees to comply with the terms and conditions of this Contract unless and until relief from application of such Federal law or regulation to the implementing provision of the Contract is granted by a court of competent jurisdiction.

NOTICES

25. Any notice, demand, or request required or authorized by this Contract shall be deemed properly given, except where otherwise herein specifically provided, if mailed, postage prepaid, to the Regional Director, PN Region, Bureau of Reclamation, 1150 N. Curtis Road, Suite 100, Boise, Idaho 83706-1234, on behalf of the United States, and to the New Union Ditch Company, Limited, P.O. Box 31, Eagle, Idaho 83616, on behalf of the Contractor. The designation of the person to be notified or the address of such person may be changed at any time by similar notice.

GENERAL PROVISIONS

26. The General Provisions applicable to this Contract are listed below. The full text of these articles is attached as Exhibit A and is hereby made a part of this Contract.

- a. CONTINGENT UPON APPROPRIATION OR ALLOTMENT OF FUNDS
- b. OFFICIALS NOT TO BENEFIT
- c. ASSIGNMENT LIMITED – SUCCESSORS AND ASSIGNS OBLIGATED
- d. BOOKS, RECORDS, AND REPORTS
- e. PROTECTION OF WATER AND AIR QUALITY
- f. EQUAL EMPLOYMENT OPPORTUNITY
- g. COMPLIANCE WITH CIVIL RIGHTS LAWS AND REGULATIONS
- h. CONFIRMATION OF CONTRACT
- i. CHANGES IN CONTRACTOR'S ORGANIZATION
- j. CONTRACT DRAFTING CONSIDERATIONS

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

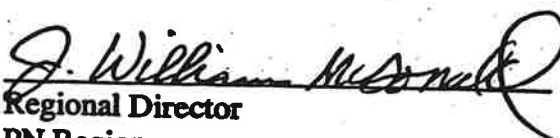
NEW UNION DITCH COMPANY, LIMITED:

By 
Board President

ATTEST:

By 
Secretary

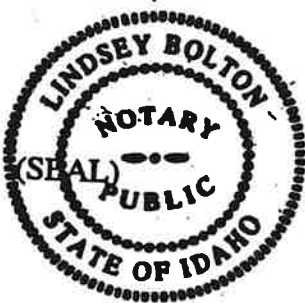
THE UNITED STATES OF AMERICA:

By 
Regional Director
PN Region
Bureau of Reclamation
1150 N. Curtis Road, Suite 100
Boise, ID 83706-1234

STATE OF IDAHO)
County of Ada :ss

On this 9 day of August, 2005, personally appeared before me George Transtrum, known to me to be, respectively, the President and Secretary, of the NEW UNION DITCH COMPANY, LIMITED, and the persons who executed the within instrument and acknowledged to me that the NEW UNION DITCH COMPANY, LIMITED executed the same.

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



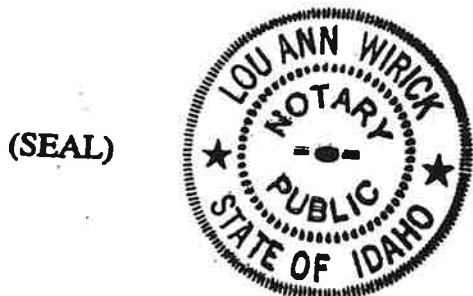
Lindsey Bolton
Notary Public in and for the
State of Idaho
Residing at: Boise
My commission expires: 3/25/2010

Contract No. 059 D101482

STATE OF IDAHO)
County of Ada : ss

On this 16th day of August, 2005, personally appeared before me J. William McDonald, to me known to be the official of the United States of America that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said United States, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

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



Lou Ann Wirick
Notary Public in and for the
State of Idaho
Residing at: Ada County
My commission expires: Oct 22, 2008

GENERAL PROVISIONS -- BOISE AND LUCKY PEAK PROJECTS

The Contractor, as referred to in the following Standard Contract Articles, shall be the New Union Ditch Company, Limited.

CONTINGENT UPON APPROPRIATION OR ALLOTMENT OF FUNDS

(a) The expenditure or advance of any money or the performance of any obligation of the United States under this contract shall be contingent upon appropriation or allotment of funds. Absence of appropriation or allotment of funds shall not relieve the Contractor from any obligations under this contract. No liability shall accrue to the United States in case funds are not appropriated or allotted.

OFFICIALS NOT TO BENEFIT

(b) No Member of or Delegate to the Congress, Resident Commissioner, or Official of the Contractor shall benefit from this contract other than as a water user or landowner in the same manner as other water users or landowners.

ASSIGNMENT LIMITED -- SUCCESSORS AND ASSIGNS OBLIGATED

(c) The provisions of this contract shall apply to and bind the successors and assigns of the parties hereto, but no assignment or transfer of this contract or any right or interest therein by either party shall be valid until approved in writing by the other party.

BOOKS, RECORDS, AND REPORTS

(d) The Contractor shall establish and maintain accounts and other books and records pertaining to the administration of the terms and conditions of this contract, including the Contractor's financial transactions; water supply data; the water users' land-use (e.g. crop census), and water-use data; and other matters that the Contracting Officer may require. Reports shall be furnished to the Contracting Officer in such form and on such date or dates as the Contracting Officer may require. Subject to applicable Federal laws and regulations, each party to this contract shall have the right during office hours to examine and make copies of the other party's books and records relating to matters covered by this contract.

PROTECTION OF WATER AND AIR QUALITY

(e) (1) Project facilities used to make available and deliver water to the Contractor shall be operated and maintained in the most practical manner to maintain the quality of the water at the highest level possible as determined by the Contracting Officer: *Provided, That* the United States does not warrant the quality of the water delivered to the Contractor and is under no obligation to furnish or construct water treatment facilities to maintain or improve the quality of water delivered to the Contractor.

(2) The Contractor shall comply with all applicable water and air pollution laws and regulations of the United States and the State of Idaho; and shall obtain all required permits or licenses from the appropriate Federal, State, or local authorities necessary for the delivery of water by the Contractor; and shall be responsible for compliance with all Federal, State, and local water quality standards applicable to surface and subsurface drainage and/or discharges generated through the use of Federal or Contractor facilities or project water provided by the Contractor within the Contractor's Project Water Service Area.

(3) This article shall not affect or alter any legal obligations of the Secretary to provide drainage or other discharge services.

EQUAL EMPLOYMENT OPPORTUNITY

(f) During the performance of this contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, disability, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, disability, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, disability, or national origin.

(3) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Contracting Officer, advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Contracting Agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965 or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

COMPLIANCE WITH CIVIL RIGHTS LAWS AND REGULATIONS

(g) (1) The Contractor shall comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), Section 504 of the Rehabilitation Act of 1973 (P.L. 93-112, as amended), the Age Discrimination Act of 1975 (42 U.S.C. 6101, *et seq.*), Title II of the Americans with Disabilities Act of 1990 if the entity is a State or local government entity [Title III if the entity is a non-government entity], and any other applicable civil rights laws, as well as with their respective implementing regulations and guidelines imposed by the U.S. Department of the Interior and/or Bureau of Reclamation.

(2) These statutes require that no person in the United States shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving financial assistance from the Bureau of Reclamation on the grounds of race, color, national origin, disability, or age. By executing this contract, the Contractor agrees to immediately take any measures necessary to implement this obligation, including permitting officials of the United States to inspect premises, programs, and documents.

(3) The Contractor makes this agreement in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property discounts, or other Federal financial assistance extended after the date

hereof to the Contractor by the Bureau of Reclamation, including installment payments after such date on account of arrangements for Federal financial assistance which were approved before such date. The Contractor recognizes and agrees that such Federal assistance will be extended in reliance on the representations and agreements made in this article and that the United States reserves the right to seek judicial enforcement thereof.

(4) Complaints of discrimination against the Contractor shall be investigated by the Contracting Officer's Office of Civil Rights.

CONFIRMATION OF CONTRACT

(h) The Contractor shall furnish to the Contracting Officer evidence that pursuant to the laws of the State of Idaho, the Contractor is a legally constituted entity and the contract is lawful, valid, and binding on the Contractor. This contract shall not be binding on the United States until such evidence has been provided to the Contracting Officer's satisfaction. The Contracting Officer shall provide the Contractor written notice of the Contracting Officer's acceptance of such evidence. The Contracting Officer represents that he is authorized to execute this contract and perform all obligations of the Contracting Officer hereunder.

CHANGES IN CONTRACTOR'S ORGANIZATION

(i) While this contract is in effect, no change may be made in the Contractor's organization, by inclusion or exclusion of lands or by any other changes which may affect the respective rights, obligations, privileges, and duties of either the United States or the Contractor under this contract including, but not limited to, dissolution, consolidation, or merger, except upon the Contracting Officer's written consent.

CONTRACT DRAFTING CONSIDERATIONS

(j) Articles 1 through 26 of this Contract have been drafted, negotiated, and reviewed by the parties hereto, each of whom is sophisticated in the matters to which this Contract pertains, and no one party shall be considered to have drafted the stated articles.

SRBA

SUBCASE SUMMARY REPORT 63-31937

[Return to SRBA Home Page](#)SRBA
07-09-2008

SUBCASE SUMMARY REPORT

HTML12

SUBCASE: 63-31937 FILE#: 02068
CLAIMANT: DRAINAGE DISTRICT NO 2
C/O RINGER CLARK CHARTERED
PO BOX 2773

RECEIVED

JUL 11 2008

WATER RESOURCES
WESTERN REGION

BOISE ID 83701
STATUS: AT ISSUE SPECIAL MASTER: BOOTH, THEODORE R.
WATER SOURCE: WASTE WATER TRIBUTARY: BOISE RIVER
ISSUES: POINT(S) OF DIVERSION DESCRIPTION
0

**** PARTIES INVOLVED ****

DRAINAGE DISTRICT NO 2 C ATTY: S. BRYCE FARRIS
BOISE CITY CANAL O ATTY: BRUCE M. SMITH
DRAINAGE DISTRICT NO 2 R ATTY: S. BRYCE FARRIS

**** ROA ENTRIES ****

06-20-2007	OBJ 01 F/B BOISE CITY CANAL	RB	08-20-2007 0001
08-13-2007	RESPONSE TO OBJ 0001 F/B DRAINAGE DIST NO 2		08-13-2007 0001
08-27-2007	ORIGINAL AND AMENDED NOTICES OF CLAIM TO A WATER RIGHT		
05-23-2008	ORDER SETTING INITIAL HEARING	1S	06-20-2008 0945
06-20-2008	INITIAL HEARING HELD	1H	06-20-2008 0945
06-20-2008	MINUTES		
06-24-2008	ORDER SETTING STATUS CONFERENCE	US	08-12-2008 1030

[Return to SRBA Home Page](#)

*Lori Harris
these docs came
in to WR side - but
still a rec. so thought
they should go in the
AG file. I didn't know
if we should scan or
not. Your call
D
7-9-8*

DISALLOWED & RECOMMENDED
AS 63-31937

07/09/2008

IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Recommendation Report 63-18785 V1

WATER RIGHT NUMBER: 63-18785 V1

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	NEW UNION DITCH CO LTD C/O GEORGE TRANSTRUM PO BOX 31 EAGLE, ID 83616 (208)939-2808

Priority Date: 09/19/1921

Basis: Beneficial UseStatus: Disallowed

<u>Source</u>	<u>Tributary</u>
BOISE RIVER	SNAKE RIVER

<u>Beneficial Use</u>	<u>From</u> <u>To</u>	<u>Diversion Rate</u>	<u>Annual Volume</u>
IRRIGATION	3/15 to 11/15	1.210 CFS	
	<u>Total Diversion:</u>	1.210 CFS	

Location of Point(s) of Diversion

BOISE RIVER	NE1/4SE1/4	Sec. 23, Twp 04N, Rge 01E, B.M.
ADA County		

Place of UseConditions of Approval:

1. P16 RECOMMENDED AS RIGHT NO. 63-31937, DRAINAGE DISTRICT. NO. 2: This is included for a claim that is PROPOSED to be disallowed because the right claimed is recommended pursuant to another right. The remark indicates the water right number of the OTHER right that is proposed to be recommended. If you are not mailed a notice of the recommendation of the OTHER right, then the OTHER right is recommended in another claimant s name.
2. P06 Recommended as Right No. 63-31937, Drainage District No. 2.

Remarks:Comments:

1. mschulte 7/6/2004 REASON FOR DISALLOWAL

Comment: THIS CLAIM IS A PORTION OF THE WATER ALLOCATED TO DRAINAGE DISTRICT NO 2 IN COURT ORDER NO 329 DATED JULY 13, 1923. THE WATER WAS LICENSED TO THE DISTRICT AND HAS BEEN CLAIMED BY THEM IN 63-31937. THIS CLAIM IS DISALLOWED AND RECOMMENDED AS 63-31937.

Dates and Other Information:

IDAHO DEPARTMENT OF WATER RESOURCES
Adjudication Recommendation Report 63-18785 V1

Decreed Date:
Enlargement Use Priority Date:
Enlargement Statute Priority Date:
Defendant:
Plaintiff:
Civil Case Number:
Judicial District:
Notice of Error Flag:
State or Federal: S
Owner Name Connector:
Water District Number:
Generic Max Rate Per Acre:
Generic Max Volume Per Acre:
Swan Falls Trust or Nontrust:
Swan Falls Dismissed:
DLE Act Number:
Carey Act Number:
Mitigation Plan: False

Combined Use Limits:

Element Reviewed/Verified Dates:

<u>Element</u>	<u>Last Reviewed Date</u>	<u>Reviewer</u>	<u>Last Verified Date</u>	<u>Verifier</u>	<u>Status</u>
Summary			07/06/2004	mschulte	Disallowed

Verification Log:

<u>Element</u>	<u>Date Time Stamp</u>	<u>Reviewer</u>	<u>Log text</u>
Summary	7/6/2004 2:21:00 PM	mschulte	(No) 1. Is the basis of this claim a Decree, License, Permit, Application or Posted Notice? (No) 3. Is the water being used for all of the purposes claimed and to the extent claimed? (No) 4. Is any portion of the claim be recommended? (Yes) 6. Is an additional remark and/or condition required? (Yes) 7. Would you like to view the recommended right? (No) 8. Is this a split or combined right? (No) 9. Do you have documents you would like to attach or link to the file? (Yes) 10. Would you like to set the verification date?

Water Supply Bank:

11/18/2006

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

RIGHT NUMBER: 63-31937

NAME AND ADDRESS: DRAINAGE DIST NO 2
C/O BRYCE FARRIS
RINGERT CLARK CHARTERED
PO BOX 2773
BOISE ID 83701

SOURCE: WASTE WATER

TRIBUTARY: BOISE RIVER

QUANTITY: 100.000 CFS

PRIORITY DATE: 07/13/1923

POINT OF DIVERSION:

T03N R02E S5 SENE Within ADA County
T03N R02E S24 NWNE Lot 1 Within ADA County
T04N R01E S16 NESE Lot 8 Within ADA County
T04N R01E S23 NESE Lot 1 Within ADA County
T04N R01W S13 NENE Lot 1 Within ADA County
T04N R01W S14 NENW Lot 3 Within ADA County
T04N R01W S17 SWSW Lot 4 Within ADA County

USE:

PURPOSE OF USE	PERIOD OF USE	QUANTITY
IRRIGATION	03/01 11/15	100.000 CFS

Diversion for irrigation under this water right prior to April 1 and after October 31 shall occur only as authorized by the Water District 63 Water Master and only when water is being released for flood control by the United States from the Lucky Peak Dam outlet under procedures and requirements for the Memorandum of Agreement between the U.S. Department of the Army and the U.S. Department of the Interior for Flood Control Operations of the Boise River Reservoirs, dated November 20, 1953, the Water Control Manual for Boise River Reservoirs dated April 1985 and any future amendments or revisions made thereto pursuant to state or federal procedures or law; provided that any such use of this water right prior to April 1 and after October 31 shall be subordinated to water rights

for

storage in Lucky Peak Reservoir, Lake Lowell, Arrowrock Reservoir, and/or Anderson Ranch Reservoir, as decreed in SRBA Case No. 39576.

THE WATER AUTHORIZED BY THIS RIGHT IS CREDITED FOR DELIVERY TO THE FOLLOWING IRRIGATION CANALS AS A PERCENT OF THE TOTAL AUTHORIZED: FARMERS UNION CANAL--20.99 PERCENT; BOISE VALLEY CANAL--10.03 PERCENT; NEW DRY CREEK CANAL--9.47 PERCENT; NEW UNION CANAL--1.21 PERCENT; MIDDLETON CANAL--35.0 PERCENT; CANYON COUNTY CANAL--12.68 PERCENT; BALLENTYNE CANAL--3.04 PERCENT; BOISE CITY CANAL--3.01 PERCENT; PIONEER CANAL--4.46 PERCENT.

PLACE OF USE:

THIS RIGHT IS LIMITED TO THE IRRIGATION OF 29,309.15 ACRES WITHIN THE BOUNDARY OF DRAINAGE DISTRICT NO 2.

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

ASK ABOUT DIG.
BOUNDARY LAKES.
FOR IND. DITCH
CFS HAVE RATHER
THAN DD#2.

11/18/2006

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

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.

The source of this right is wastewater collected by the rightholder and returned to the Boise River. The quantity of water returned to the Boise River is exchanged for an equal quantity of water which is diverted upstream at points of diversion by the delivery organizations listed above, in the percentages indicated, to be used on the place of use within the boundaries for each individual delivery organization's rights.

EXPLANATORY MATERIAL: BASIS OF CLAIM - Beneficial Use

THE FOLLOWING RIGHTS ARE ALSO DIVERTED THROUGH THE POINT OF DIVERSION DESCRIBED ABOVE AS T04N, R01W, S13, NENE: 63-124N, 63-125G, 63-126E, 63-161X, 63-168B, 63-168D, 63-173, 63-198AC, 63-254, 63-255, 63-370.

THE FOLLOWING RIGHTS ARE ALSO DIVERTED THROUGH THE POINT OF DIVERSION DESCRIBED ABOVE AS T04N, R01W, S14, NENW: 63-1, 63-183.

THE FOLLOWING RIGHTS ARE ALSO DIVERTED THROUGH THE POINT OF DIVERSION DESCRIBED ABOVE AS T04N, R01E, S23, NESE: 63-125K, 63-126G, 63-146, 63-161L, 63-205, 63-206, 63-207, 63-258B, 63-263, 63-286, 63-288B, 63-28977, 63-31778, 63-31806.

RIGHT INCLUDES ACCOMPLISHED CHANGE IN POINT OF DIVERSION PURSUANT TO SECTION 42-1425, IDAHO CODE.

THE FOLLOWING RIGHTS ARE ALSO DIVERTED THROUGH THE POINT OF DIVERSION DESCRIBED ABOVE AS T04N, R01E, S16, NESE: 63-195, 63-198AA, 63-258A, 63-260B, 63-264, 63-285, 63-31808.

THE FOLLOWING RIGHTS ARE ALSO DIVERTED THROUGH POINT OF DIVERSION DESCRIBED ABOVE AS T03N, R02E, S5, SENE: 63-120G, 63-123C, 63-123D, 63-123E, 63-123F, 63-123G, 63-124Q, 63-125J, 63-126F, 63-165M, 63-198AG, 63-248, 63-297, 63-2360, 63-18700, 63-21729, 63-31832.

THE FOLLOWING RIGHT IS ALSO DIVERTED THROUGH THE POINT OF DIVERSION DESCRIBED ABOVE AS T03N, R02E, S24, NWNE: 63-20041.

IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Recommendation Report 63-31937 V1

WATER RIGHT NUMBER: 63-31937 V1

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	DRAINAGE DIST NO 2 C/O BRYCE FARRIS RINGERT CLARK CHARTERED PO BOX 2773 BOISE, ID 83701 (208)342-4591

Priority Date: 07/13/1923

Basis: Beneficial Use

Status: Active

<u>Source</u>	<u>Tributary</u>
WASTE WATER	BOISE RIVER

<u>Beneficial Use</u>	<u>From</u> <u>To</u>	<u>Diversion Rate</u>	<u>Annual Volume</u>
IRRIGATION	03/01 to 11/15	100.000 CFS	
	<u>Total Diversion:</u>	100.000 CFS	

Location of Point(s) of Diversion

WASTE WATER ADA County	L8 (NE1/4SE1/4)	Sec. 16, Twp 04N, Rge 01E, B.M.
WASTE WATER ADA County	L1 (NE1/4SE1/4)	Sec. 23, Twp 04N, Rge 01E, B.M.
WASTE WATER ADA County	L3 (NE1/4NW1/4)	Sec. 14, Twp 04N, Rge 01W, B.M.
WASTE WATER ADA County	L4 (SW1/4SW1/4)	Sec. 17, Twp 04N, Rge 01W, B.M.
WASTE WATER ADA County	L1 (NE1/4NE1/4)	Sec. 13, Twp 04N, Rge 01W, B.M.
WASTE WATER ADA County	SE1/4NE1/4	Sec. 5, Twp 03N, Rge 02E, B.M.
WASTE WATER ADA County	L1 (NW1/4NE1/4)	Sec. 24, Twp 03N, Rge 02E, B.M.

Place of UseConditions of Approval:

1. THE FOLLOWING RIGHTS ARE ALSO DIVERTED THROUGH THE POINT OF DIVERSION DESCRIBED ABOVE AS T04N, R01W, S13, NENE: 63-124N, 63-125G, 63-126E, 63-161X, 63-168B, 63-168D, 63-173, 63-198AC, 63-254, 63-255, 63-370.

IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Recommendation Report 63-31937 V1

2. C18 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.
3. K06 THIS RIGHT IS LIMITED TO THE IRRIGATION OF 29,309.15 ACRES WITHIN THE BOUNDARY OF DRAINAGE DISTRICT NO 2.
4. S45 Diversion for irrigation under this water right prior to April 1 and after October 31 shall occur only as authorized by the Water District 63 Water Master and only when water is being released for flood control by the United States from the Lucky Peak Dam outlet under procedures and requirements for the Memorandum of Agreement between the U.S. Department of the Army and the U.S. Department of the Interior for Flood Control Operations of the Boise River Reservoirs, dated November 20, 1953, the Water Control Manual for Boise River Reservoirs dated April 1985 and any future amendments or revisions made thereto pursuant to state or federal procedures or law; provided that any such use of this water right prior to April 1 and after October 31 shall be subordinated to water rights for storage in Lucky Peak Reservoir, Lake Lowell, Arrowrock Reservoir, and/or Anderson Ranch Reservoir, as decreed in SRBA Case No. 39576.
5. The source of this right is wastewater collected by the rightholder and returned to the Boise River. The quantity of water returned to the Boise River is exchanged for an equal quantity of water which is diverted upstream at points of diversion by the delivery organizations listed above, in the percentages indicated, to be used on the place of use within the boundaries for each individual delivery organization's rights.
6. THE FOLLOWING RIGHTS ARE ALSO DIVERTED THROUGH THE POINT OF DIVERSION DESCRIBED ABOVE AS T04N, R01W, S14, NENW: 63-1, 63-183.
7. THE FOLLOWING RIGHTS ARE ALSO DIVERTED THROUGH THE POINT OF DIVERSION DESCRIBED ABOVE AS T04N, R01E, S23, NESE: 63-125K, 63-126G, 63-146, 63-161L, 63-205, 63-206, 63-207, 63-258B, 63-263, 63-286, 63-288B, 63-28977, 63-31778, 63-31806.
8. C03 RIGHT INCLUDES ACCOMPLISHED CHANGE IN POINT OF DIVERSION PURSUANT TO SECTION 42-1425, IDAHO CODE.
9. THE FOLLOWING RIGHTS ARE ALSO DIVERTED THROUGH THE POINT OF DIVERSION DESCRIBED ABOVE AS T04N, R01E, S16, NESE: 63-195, 63-198AA, 63-258A, 63-260B, 63-264, 63-285, 63-31808.
10. F06 THE FOLLOWING RIGHTS ARE ALSO DIVERTED THROUGH POINT OF DIVERSION DESCRIBED ABOVE AS T03N, R02E, S5, SENE: 63-120G, 63-123C, 63-123D, 63-123E, 63-123F, 63-123G, 63-124Q, 63-125J, 63-126F, 63-165M, 63-198AG, 63-248, 63-297, 63-2360, 63-18700, 63-21729, 63-31832.
11. THE WATER AUTHORIZED BY THIS RIGHT IS CREDITED FOR DELIVERY TO THE FOLLOWING IRRIGATION CANALS AS A PERCENT OF THE TOTAL AUTHORIZED: FARMERS UNION CANAL--20.99 PERCENT; BOISE VALLEY CANAL--10.03 PERCENT; NEW DRY CREEK CANAL--9.47 PERCENT; NEW UNION CANAL--1.21 PERCENT; MIDDLETON CANAL--35.0 PERCENT; CANYON COUNTY CANAL--12.68 PERCENT; BALLENTYNE CANAL--3.04 PERCENT; BOISE CITY CANAL--3.01 PERCENT; PIONEER CANAL--4.46 PERCENT.
12. THE FOLLOWING RIGHT IS ALSO DIVERTED THROUGH THE POINT OF DIVERSION DESCRIBED ABOVE AS T03N, R02E, S24, NWNE: 63-20041.

Remarks:

IDAHO DEPARTMENT OF WATER RESOURCES
Adjudication Recommendation Report 63-31937 V1

Comments:

1. mschulte 7/7/2004 BASIS OF CLAIM

Comment: THIS CLAIM REPLACES THE CLAIM FILED FOR LICENSE 63-2406 IN ORDER TO CLAIM AN EARLIER PRIORITY DATE THAN THE LICENSED PRIORITY DATE. THE BASIS FOR THIS CLAIM IS A COURT ORDER DATED 7/13/1923 THAT AUTHORIZED THE DEVELOPMENT OF 7500 INCHES OF IRRIGATION WATER BY DRAINAGE DISTRICT NO 2 FROM THE WATER COLLECTED IN THEIR DRAIN DITCHES.

2. mcase 7/21/2004 POD

Comment: Correlated PODID 623005 from SpatialDataID 342557 to SpatialDataID 342054

3. mcase 7/21/2004 POD

Comment: Correlated PODID 623004 from SpatialDataID 342558 to SpatialDataID 303082

4. mcase 7/21/2004 POD

Comment: Correlated PODID 623006 from SpatialDataID 342561 to SpatialDataID 302230

5. mcase 7/21/2004 POD

Comment: Correlated PODID 623002 from SpatialDataID 342569 to SpatialDataID 305307

6. mcase 7/21/2004 POD

Comment: Correlated PODID 623008 from SpatialDataID 342577 to SpatialDataID 303145

7. jshurte 11/18/2006 S45 Remark

Comment: This condition was placed on this right since it is credited back up to the original point of diversion for several ditch companies above Star. Therefore, it needs this condition also.

Water Supply Bank: