

**COPY**

**WATER DIST 74  
985 HWY 28  
SALMON, ID. 83467**

RECEIVED  
JUL 20 2004  
DEPARTMENT OF  
WATER RESOURCES

JUNE 30, 2004

Terry  
Office of Species Conservation  
300 N 6<sup>th</sup> Street Suite 101  
Boise, ID 83702

Re: Agreements not to Divert from May 15 to June 30, 2004

Dear Terry:

The attached graph will explain what happened from May 16 to June 30, 2004.

The river would have gone dry on May 16<sup>th</sup>. With the agreement not to divert, (Paul Fisher, Lowell Cerice, Don Olson, Dick Santos, Dean Stokes, Gordon Stephenson, and Alan Bodenhamer) all participated and agreed not to divert all or part of their water rights on a day to day request if water was needed to supply 35 CFS flow in the Lemhi River.

The water was used for the first four days (May 16,17,18, &19) when it began to rain and then for one day on (May 22). See attached graph. The irrigator's water was used for a total of five days out of the contract.

Amount owed to users:

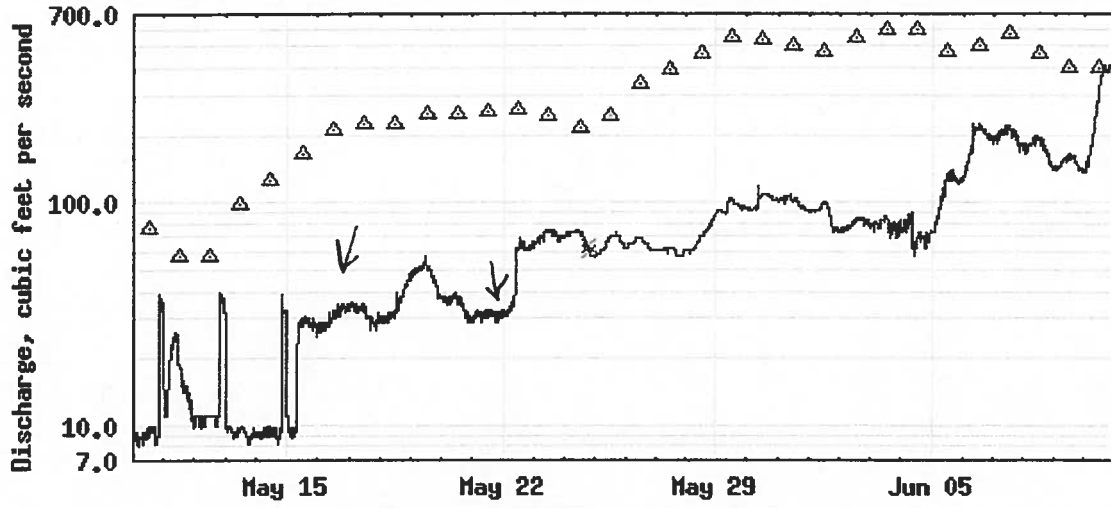
Paul Fisher	\$2,016.25
Lowell Cerice	\$1,742.04
Don Olson	\$2,016.25
Dick Santos	\$1,221.85
Dean Stokes	\$1,310.56
Gordon Stephenson	\$3,266.33
Alan Bodenhamer	\$2,556.61
Water Dist 74	\$335.00

Sincerely,

Rick Sager  
Water master Dist 74



### USGS 13305310 LEMHI RIVER BELOW L5 DIVERSION NEAR SALMON, ID



DATES: 05/10/2004 to 06/10/2004 21:15

- EXPLANATION**
- DISCHARGE
  - △ MEDIAN DAILY STREAMFLOW BASED ON 10 YEARS OF RECORD
  - × MEASURED Discharge

**Provisional Data Subject to Revision**

**AGREEMENT NOT TO DEVERT FROM MAY 15 TO JUNE 30**

<b><u>NAME @ IDENT #</u></b>	<b><u>AMOUNT</u></b>	<b><u>DAYS</u></b>	<b><u>@ \$80.65 cfs per day</u></b>
PAUL FISHER 74-326B (L-6) 74-325K (L-6) 74-324A (L-6)	5.0 CFS	5	\$2,016.25
LOWELL CERISE 74-820 (L-7) 74-826 (L-7)	4.32 CFS	5	\$1,742.04
DON OLSON 74-837 (L-8a)	5.0 CFS	5	\$2,016.25
DICK SANTOS 74-513 (L-8a)	3.03 CFS	5	\$1,221.85
DEAN STOKES 74-843 (L-8a)	3.25 CFS	5	\$1,310.56
GORDON STEPHENSON 74-745 (Pump) 74-738A (L-13)	8.1 CFS	5	\$3,266.33
ALAN BODENHAMER 74-746E (L-10) 74-738B (L-13)	6.34 CFS	5	\$2,556.61
<b><u>TOTAL</u></b>	<b><u>35.0 CFS</u></b>		

WATER DIST 74 @ \$67.00 per day for five days \$335.00

**STANDARD CONTRACT PROVISIONS  
DEPARTMENT OF WATER RESOURCES**

**I. DEFINITIONS**

- A. "Project Coordinator" shall mean that person appointed by the Department to administer this Contract on behalf of the Department and the term includes, except as otherwise provided in this Contract, an authorized representative of the Project Coordinator acting within the limits of his authority.
- B. "Subcontractor" shall mean one, not in the employment of any party to this Contract, who is performing all or part of those services under this Contract under contract. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

**II. PROJECT COORDINATION**

- A. All communications given to a party's Project Coordinator shall be as binding as if given to the party.
- B. The Department's director or anyone authorized to act on his behalf, may change the Department's Project Coordinator at any time by written notice served on the Contractor. This entity may change its Project Coordinator by prior written notice served on the Department.
- C. The Contractor's Project Coordinator shall be the entity's representative for administration of this Contract and shall have full authority to act on behalf of the Contractor, unless specified otherwise in the main body of the Contract.

**III. LIMITATION OF PROGRAM FUNDS**

- A. The Contractor acknowledges that the Department cannot obligate funds prior to obtaining funding approval.
- B. The Department certifies that state or federal funds are presently available and authorized for expenditure to pay the portion of costs which will accrue during the current state or federal fiscal year or applicable grant period.
- C. The Contractor agrees that all obligations of the Department, including the continuance of payments under this Contract, are contingent upon the availability and continued appropriation of funds. In the event state or federal funds become unavailable as determined by the Department, the Department may immediately terminate this Contract or amend it accordingly. In no event shall the Department be liable for any payments in excess of approved or appropriated funds available for this project.

**IV. TERMINATION FOR CONVENIENCE**

- A. The Department may terminate for its convenience this Contract in whole or in part. In such event, the Department shall serve a written Notice of Termination on the Contractor by deposit in the United States mail, certified mail, return receipt requested, with proper postage affixed. Notice of Termination shall be deemed served upon its receipt.
- B. The Contractor shall not incur after the date of service of the Notice of Termination any noncancellable obligations, except as authorized in the written Notice of Termination.

- C. A Notice of Termination shall be effective for professional and other services authorized in the Contract on the date of service of Notice of Termination.
- D. If a Termination for the convenience of the Department is effected, an equitable adjustment in the payments authorized in this Contract shall be made. Such adjustments shall provide for payment to the Contractor for services rendered prior to the effective date of termination of the Contract and for all noncancellable obligations incurred prior to receipt of a Notice of Termination.
- E. In the event of termination, both the Department and the Contractor shall submit a Final Report detailing all completed work on service required by this Contract.

V. **TERMINATION FOR DEFAULT**

- A. In addition to any termination of this Contract in accordance with Paragraph IV hereof, the Department may terminate this Contract in whole or in part because of the failure of the Contractor to fulfill its obligations. Upon receipt of such termination by the Department, the Contractor shall immediately discontinue all services affected. Oral notice of termination by the Department is effective when given, but in such a case, the Department shall confirm with written Notice of Termination by deposit in the United States mail, certified mail, return receipt requested.
- B. If a termination for default is effected, an equitable adjustment in the payments authorized in this Contract shall be made. Such adjustments shall provide for payment to the Contractor for services rendered prior to the effective date of termination of the Contract and for all noncancellable obligations incurred prior to receipt of a Notice of Termination.
- C. The rights and remedies of the Department provided in this Contract are in addition to any other rights and remedies provided by law or under this Contract.

VI. **INDEMNIFICATION**

The Contractor agrees to indemnify and hold harmless the Department and the State of Idaho, its officers, agents or employees from all liability and expense, including attorney fees, on account of claims, suits and costs growing out of or connected with negligent acts, errors, or omissions by the Contractor or its employees if any, provided, however, that the Department shall not be relieved hereby from liability for its own negligence and that of its employees.

VII. **NO PERSONAL LIABILITY**

Contractor specifically understands and agrees that in no event shall any official, officer, employee or agent of the Department be personally liable for any representation, statement, covenant, warranty or obligation contained in, or made in connection with, this Contract, express or implied.

VIII. **TAXES**

The Contractor, with respect to its employees and those of its subcontractors, if any, shall pay, indemnify and hold the Department harmless from the payment of all taxes and contributions imposed by federal and state laws, including social security taxes, with respect to said employees and their remunerations, including all interest and penalties payable under said laws as the result of noncompliance therewith.

**IX. WORKER'S COMPENSATION INSURANCE**

Unless the Contractor is exempt under the provisions of I.C. § 72-212, the Contractor warrants that it has purchased worker's compensation insurance for Contractor and all employees engaged in the performance of this Contract and shall provide the Department with a Certificate of Insurance to verify the same within 15 days of the execution of this Contract. the Contractor shall notify the Department's Project Coordinator within five (5) days of any change in the status of its worker's compensation insurance.

**X. INSURANCE**

The Contractor shall maintain insurance of the types and in the amounts typically maintained by others in the same occupation or profession as the Contractor, including, but not limited to, comprehensive general liability insurance in the minimum amount of \$1,000,000 per occurrence, and professional malpractice insurance, if applicable, all with insurance companies properly licensed to do business in Idaho.

**XI. RELATIONSHIP OF THE PARTIES**

A. The parties intend to create by the terms of this Contract an independent contractor relationship between the Department and the Contractor.

B. The parties do not intend to create by the terms of this Contract the relationship of employer and employee. The Contractor shall be responsible to withhold all monies required by law for FICA and income tax purposes.

**XII. ASSIGNMENT OF BENEFITS AND DELEGATION OF DUTIES**

A. The Contractor shall not delegate any duties under this Contract or assign any benefits, including any moneys due or to become due hereunder, without the prior written consent of the Department.

B. In the event a delegation of duties or an assignment of benefits is approved by the Department, the Contractor agrees to bind every such delegate or assignee to comply with the terms and conditions of this Contract.

**XIII. WAIVER, MODIFICATION OR AMENDMENT**

No waiver, modification, or amendment of this Contract or of any covenants, conditions or limitations herein contained shall be valid unless in writing duly executed by both parties and the parties further agree that the provisions of this section may not be waived, modified, or amended except as herein set forth.

**XIV. COVENANT AGAINST CONTINGENT FEES**

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 Department shall have the right to annul this Contract without liability or in its discretion to deduct from the price of consideration, or other wise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

XV. **PUBLIC RECORDS**

Pursuant to Idaho Code section 9-335 *et seq.*, information or documents received from Contractor may be open to public inspection and copying unless exempt from disclosure as a trade secret or proprietary. Contractor shall clearly designate individual documents as "trade secret" or "confidential" and Contractor agrees to indemnify and defend the State for honoring such a designation. The failure to designate any document that is released by the Department shall constitute a complete waiver of any and all claims for damages caused by any such release.

XVI. **RIGHTS IN DATA**

- A. The Contractor agrees that all data, plans, drawings, specifications, reports, operating manuals, notes and other written documents produced in the performance of this Contract or in contemplation thereof, are subject to the rights of the Department set forth in this paragraph.
- B. The Department shall have the right to reproduce, publish and use all such documents or any part thereof, in any manner and for any purposes whatsoever and to authorize others to do so.
- C. The Department agrees to identify the Contractor or designate appropriate authorship, on all materials reproduced and published that are a direct product of the work performed under this Contract.

XVII. **RETENTION OF RECORDS AND ACCESS TO FACILITIES, PREMISES AND RECORDS**

- A. The Contractor shall establish and maintain project budget accounts and records for work and services required by this Contract in accordance with generally accepted accounting principles and practices. Records shall be retained by the Contractor throughout the term of this Contract and for a period of three (3) years following final settlement.
- B. At all reasonable times during the term of this Contract and for a period of three (3) years following final settlement, the Department, State of Idaho, and their authorized representatives shall have access at the Contractor's offices to its records related to the services performed under this Contract for the purposes of inspection, audit and copying by the Department, State of Idaho, and their authorized representatives. In addition, the Contractor is required to comply with the requirements of the federal "Single Audit Act of 1984." The Department may make available to the Contractor the Single Audit requirements upon completion of the Contractor's fiscal year.

XVIII. **ATTORNEYS' FEES**

In the event of a legal proceeding of any kind instituted under this Contract or to obtain performance of any kind under this Contract, the prevailing party shall be awarded such additional sums as the court may adjudge for reasonable attorneys' fees and to pay all costs and disbursements incurred in such proceeding.

XIX. **FORCE MAJEURE**

Neither party shall be liable for or deemed to be in default for any delay or failure to perform under this Contract if such delay or failure to perform results from an act of God, civil or military authority, act of war, riot, insurrection or other occurrence beyond that party's control. In such case, the intervening cause must not be caused by the party asserting it and the excused party is obligated to promptly perform in accordance with the terms of this Contract after the intervening cause ceases.

**XX. ENTIRE AGREEMENT**

This Contract sets forth all the covenants, provisions, agreements, conditions and understandings between the parties, and there are no covenants, provisions, agreements, conditions or understandings, oral or written, between them other than are herein set forth.

**XXI. SEVERABILITY**

If any part of this Contract is declared invalid or becomes inoperative for any reason, such invalidity or failure shall not affect the validity and enforceability of any other provision.

**XXII. NO WAIVER**

The waiver of any breach or default of this Contract shall not be construed as or deemed to be a waiver of any subsequent breach or default.

**XXIII. EFFECT OF SECTION HEADINGS**

The section headings appearing in this Contract are not to be construed as interpretations of the text but are inserted for convenience and reference only.

**XXIV. GOVERNING LAW**

This Contract shall be governed as to validity, construction and performance by the laws of the State of Idaho. The venue of any action brought by any parties to this Contract shall be in a State of Idaho District Court or the United States District Court for the District of Idaho.

**XXV. NOTICES**

All notices shall be sent certified mail, postage prepaid, return receipt requested to:

Idaho Department of Water Resources  
Attn: Ranae Sanders  
1301 North Orchard St.  
Boise, ID 83706

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**WATER DISTRICT 74  
AGREEMENT NOT TO DIVERT WATER FROM LEMHI RIVER**

This Agreement entered into by and between Water District 74 ("WD 74"), and the State of Idaho through the Idaho Department of Water Resources ("IDWR"), 1301 North Orchard, Boise, Idaho 83706, and the Idaho Office of Species Conservation ("OSC"), 300 North Sixth Street, Boise, Idaho 83702, is made in reference to the following facts:

**RECITALS**

1. WD 74 delivers water from the Lemhi River to a point of diversion known as the L6 Ditch.
2. IDWR, OSC, and WD 74 desire to provide a target flow of 35 cubic feet per second ("cfs") of water below the L6 diversion to facilitate chinook salmon migration.
3. IDWR, OSC, and WD 74 desire to formally document their agreement to provide water for migrating salmon during periods of low instream flow.
4. OSC desires to provide funding to WD 74 as compensation for ensuring that a target flow of 35 cfs remains in the Lemhi River below the L6 diversion for the benefit of migrating salmon.

Now therefore, in consideration of the following promises and commitments, WD 74, IDWR, and OSC agree as follows:

**AGREEMENT**

1. Statement of Purpose

This document outlines an agreement by WD 74 to provide a target flow of 35 cfs of water below L6 beginning on May 15, 2004, through June 30, 2004, as needed, when irrigation demand and low natural in-stream flows prevent at least 35 cubic feet per second ("cfs") from remaining in the Lemhi River channel below L6. These flows are intended to benefit the migration of chinook salmon between diversion points L6 and L3A. For conservation purposes, certain water users have agreed that the watermaster for WD 74 will not divert a portion or all of their water rights as needed to maintain a target flow of 35 cfs below L6.

2. Scope of Work

- A. For conservation purposes, up to 35 cfs of water shall not be diverted at the L6 diversion commencing on May 15, 2004, and continuing as needed through June 30, 2004, if normal irrigation delivery requirements reduce in-stream

flow to less than 35 cfs below L6. Upon evaluation of water conditions and a determination that water is needed to maintain a target flow of 35 cfs below L6, the watermaster for WD 74, in accordance with agreements with certain water users, shall ensure that up to 35 cfs is not diverted from the Lemhi River at L6.

- B. OSC shall pay to WD 74 a total sum of sixty seven dollars (67) per day for each day during the period specified that the watermaster is required to adjust diversions to ensure that a target flow of 35 cfs remain in the Lemhi River channel below L6. The sixty seven dollar (67) payments are intended to reimburse the watermaster of WD 74 for additional duties required by this Agreement. Accordingly, WD 74 agrees that the watermaster of WD 74 shall be reimbursed sixty-seven dollars (\$67) per day for each day that additional duties are required to maintain a target flow of 35 cfs below L6.
- C. The parties understand that this Agreement is based on circumstances existing today concerning the Lemhi River. The parties agree that, should circumstances require a modification of the parties' obligations, the parties will meet and renegotiate this Agreement in good faith. Notwithstanding provision IV of the "Standard Contract Provisions," the parties' obligations under this Agreement shall continue until June 30, 2004, or until the parties agree to modify or terminate the Agreement, whichever occurs first.

### 3. Term

This Agreement shall take effect upon signature by the parties or on May 15, 2004, whichever occurs first, and shall continue in effect until June 30, 2004, unless revised or terminated in accordance with paragraph 2.C of this Agreement.

### 4. General Terms and Conditions

WD 74 agrees to abide by all applicable terms and conditions contained in the "Standard Contract Provisions, Idaho Department of Water Resources," except as the parties obligations are otherwise outlined in paragraph 2.C of this Agreement. A copy of the "Standard Contract Provisions, Idaho Department of Water Resources" is attached hereto as Attachment A and incorporated herein by this reference.

### 5. Triplicate Originals

This contract is executed in triplicate. Each of the three contracts with an original signature of each party shall be an original.

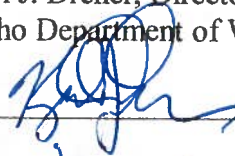
IN WITNESS WHEREOF the parties executed this contract on the date following their respective signatures.

Carl Ellsworth, Chairman  
Water District 74



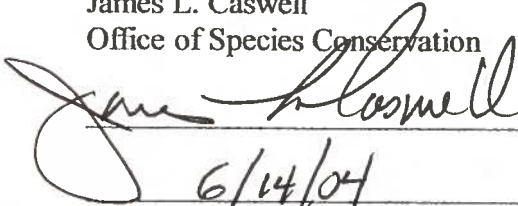
5/19/04  
Date

Karl J. Dreher, Director  
Idaho Department of Water Resources



June 23, 2004  
Date

James L. Caswell  
Office of Species Conservation



6/14/04  
Date

**AGREEMENT NOT TO DIVERT WATER  
FROM THE LEMHI RIVER**

This Agreement entered into by and between Don Olson and the State of Idaho through the Idaho Department of Water Resources ("IDWR"), 1301 North Orchard, Boise, Idaho 83706, and the Idaho Office of Species Conservation ("OSC"), 300 North Sixth Street, Boise, Idaho 83702, is made in reference to the following facts:

**RECITALS**

1. Don Olson owns a water right(s) designated as no(s). 74-837. Water right no(s). 74-837 allow(s) the diversion of 6.1 cubic feet per second ("cfs") of water from the Lemhi River.
2. IDWR and OSC desire to maintain a target flow of 35 cfs of water in the Lemhi River below the Lemhi L6 diversion to facilitate upstream migration of chinook salmon.
3. Don Olson, IDWR, and OSC desire to formally document their agreement to provide water for migrating salmon during periods of low instream flow.
4. OSC desires to provide funding to Don Olson as compensation for not diverting water under his/her water right(s) to enhance instream flows for the benefit of salmon.

NOW THEREFORE, in consideration of the following promises and commitments, Don Olson, IDWR, and OSC agree as follows:

**AGREEMENT**

1. Statement of Purpose

This document outlines an agreement by Don Olson to allow up to 5.0 cfs of water to remain in the Lemhi River as needed for use in meeting a 35 cfs target flow below a point of diversion known as the L6 ditch during the period commencing on May 15, 2004, and terminating at midnight on June 30, 2004. The agreement will be implemented by the watermaster of Water District 74 (WD 74). The watermaster of WD 74 will adjust the diversion of water right no(s). 74-837 on a daily basis as water is needed to maintain a target flow of 35 cfs of water in the Lemhi River to benefit the migration of chinook salmon.

2. Scope of Work

- A. For conservation purposes, Don Olson shall not divert up to 5.0 cfs of water under water right no(s). 74-837 from the Lemhi River when the watermaster for WD 74 determines that additional water is needed to maintain a target flow of 35 cfs below L6. Don Olson will allow up to 5.0 cfs of water to remain in the Lemhi River when needed to meet the 35 cfs target flow for the period of May 15, 2004, through June 30, 2004.
- B. OSC shall pay to Don Olson the sum of eighty dollars and sixty-five cents (\$80.65) per cfs per each day that water is not diverted as compensation for not diverting water under its water right(s) for the period specified.
- C. The parties understand that this Agreement is based on circumstances existing today concerning the Lemhi River. The parties agree that, should circumstances require a modification of the parties' obligations, the parties will meet and renegotiate this Agreement in good faith. Notwithstanding provision IV of the "Standard Contract Provisions," the parties' obligations under this Agreement shall continue until June 30, 2004, or until the parties agree to modify or terminate the Agreement, whichever occurs first.

### 3. Term

This Agreement shall take effect upon signature by the parties or on May 15, 2004, whichever occurs first, and shall continue in effect until midnight June 30, 2004, unless revised or terminated in accordance with paragraph 2.C of this Agreement.

### 4. General Terms and Conditions

Don Olson agrees to abide by all applicable terms and conditions contained in the "Standard Contract Provisions, Idaho Department of Water Resources," except as the parties' obligations are otherwise outlined in paragraph 2.C. of this Agreement. A copy of the "Standard Contract Provisions, Idaho Department of Water Resources" is attached hereto as Attachment A and incorporated herein by this reference.

### 5. Triplicate Originals

This contract is executed in triplicate. Each of the three contracts with an original signature of each party shall be an original.

IN WITNESS WHEREOF the parties executed this contract on the date following their respective signatures.

V. Don Olson

Printed Name

V. Don Olson

Signature

May 14 / 04

Date

Karl J. Dreher, Director  
Idaho Department of Water Resources

Karl J. Dreher

June 23, 2004

Date

James L. Caswell  
Office of Species Conservation

James L. Caswell

Date

6/14/04

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RECEIVED  
JUL 20 2004  
DEPARTMENT OF  
WATER RESOURCES

## AGREEMENT NOT TO DIVERT WATER FROM THE LEMHI RIVER

This Agreement entered into by and between Lowell Cerise and the State of Idaho through the Idaho Department of Water Resources ("IDWR"), 1301 North Orchard, Boise, Idaho 83706, and the Idaho Office of Species Conservation ("OSC"), 300 North Sixth Street, Boise, Idaho 83702, is made in reference to the following facts:

### RECITALS

1. Lowell Cerise owns a water right(s) designated as no(s). 74-820, & 74-826. Water right no(s). 74-820, & 74-826 allow(s) the diversion of 4.32 cubic feet per second ("cfs") of water from the Lemhi River.
2. IDWR and OSC desire to maintain a target flow of 35 cfs of water in the Lemhi River below the Lemhi L6 diversion to facilitate upstream migration of chinook salmon.
3. Lowell Cerise, IDWR, and OSC desire to formally document their agreement to provide water for migrating salmon during periods of low instream flow.
4. OSC desires to provide funding to Lowell Cerise as compensation for not diverting water under his/her water right(s) to enhance instream flows for the benefit of salmon.

NOW THEREFORE, in consideration of the following promises and commitments, Lowell Cerise, IDWR, and OSC agree as follows:

### AGREEMENT

#### 1. Statement of Purpose

This document outlines an agreement by Lowell Cerise to allow up to 4.32 cfs of water to remain in the Lemhi River as needed for use in meeting a 35 cfs target flow below a point of diversion known as the L6 ditch during the period commencing on May 15, 2004, and terminating at midnight on June 30, 2004. The agreement will be implemented by the watermaster of Water District 74 (WD 74). The watermaster of WD 74 will adjust the diversion of water right no(s). 74-820 & 74-826 on a daily basis as water is needed to maintain a target flow of 35 cfs of water in the Lemhi River to benefit the migration of chinook salmon.

## 2. Scope of Work

- A. For conservation purposes, Lowell Cerise shall not divert up to 4.32 cfs of water under water right no(s). 74-820 & 74-826 from the Lemhi River when the watermaster for WD 74 determines that additional water is needed to maintain a target flow of 35 cfs below L6. Lowell Cerise will allow up to 4.32 cfs of water to remain in the Lemhi River when needed to meet the 35 cfs target flow for the period of May 15, 2004, through June 30, 2004.
- B. OSC shall pay to Lowell Cerise the sum of eighty dollars and sixty-five cents (\$80.65) per cfs per each day that water is not diverted as compensation for not diverting water under its water right(s) for the period specified.
- C. The parties understand that this Agreement is based on circumstances existing today concerning the Lemhi River. The parties agree that, should circumstances require a modification of the parties' obligations, the parties will meet and renegotiate this Agreement in good faith. Notwithstanding provision IV of the "Standard Contract Provisions," the parties' obligations under this Agreement shall continue until June 30, 2004, or until the parties agree to modify or terminate the Agreement, whichever occurs first.

## 3. Term

This Agreement shall take effect upon signature by the parties or on May 15, 2004, whichever occurs first, and shall continue in effect until midnight June 30, 2004, unless revised or terminated in accordance with paragraph 2.C of this Agreement.

## 4. General Terms and Conditions

Lowell Cerise agrees to abide by all applicable terms and conditions contained in the "Standard Contract Provisions, Idaho Department of Water Resources," except as the parties' obligations are otherwise outlined in paragraph 2.C. of this Agreement. A copy of the "Standard Contract Provisions, Idaho Department of Water Resources" is attached hereto as Attachment A and incorporated herein by this reference.

## 5. Triplicate Originals

This contract is executed in triplicate. Each of the three contracts with an original signature of each party shall be an original.



IN WITNESS WHEREOF the parties executed this contract on the date following their respective signatures.

Lowell Cerice  
Printed Name  
[Signature]  
Signature  
June 30, 04  
Date

Karl J. Dreher, Director  
Idaho Department of Water Resources  
[Signature]  
Date  
July 27, 2004

James L. Caswell  
Office of Species Conservation  
[Signature]  
Date  
7/1/04

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## AGREEMENT NOT TO DIVERT WATER FROM THE LEMHI RIVER

This Agreement entered into by and between Paul Fisher and the State of Idaho through the Idaho Department of Water Resources ("IDWR"), 1301 North Orchard, Boise, Idaho 83706, and the Idaho Office of Species Conservation ("OSC"), 300 North Sixth Street, Boise, Idaho 83702, is made in reference to the following facts:

### RECITALS

1. Paul Fisher owns a water right(s) designated as no(s). 74-326B. Water right no(s). 74-326B allow(s) the diversion of 5.0 cubic feet per second ("cfs") of water from the Lemhi River.
2. IDWR and OSC desire to maintain a target flow of 35 cfs of water in the Lemhi River below the Lemhi L6 diversion to facilitate upstream migration of chinook salmon.
3. Paul Fisher, IDWR, and OSC desire to formally document their agreement to provide water for migrating salmon during periods of low instream flow.
4. OSC desires to provide funding to Paul Fisher as compensation for not diverting water under his/her water right(s) to enhance instream flows for the benefit of salmon.

NOW THEREFORE, in consideration of the following promises and commitments, Paul Fisher, IDWR, and OSC agree as follows:

### AGREEMENT

#### 1. Statement of Purpose

This document outlines an agreement by Paul Fisher to allow up to 5.0 cfs of water to remain in the Lemhi River as needed for use in meeting a 35 cfs target flow below a point of diversion known as the L6 ditch during the period commencing on May 15, 2004, and terminating at midnight on June 30, 2004. The agreement will be implemented by the watermaster of Water District 74 (WD 74). The watermaster of WD 74 will adjust the diversion of water right no(s). 74-326B on a daily basis as water is needed to maintain a target flow of 35 cfs of water in the Lemhi River to benefit the migration of chinook salmon.

## 2. Scope of Work

- A. For conservation purposes, Paul Fisher shall not divert up to 5.0 cfs of water under water right no(s). 74-326B from the Lemhi River when the watermaster for WD 74 determines that additional water is needed to maintain a target flow of 35 cfs below L6. Paul Fisher will allow up to 5.0 cfs of water to remain in the Lemhi River when needed to meet the 35 cfs target flow for the period of May 15, 2004, through June 30, 2004.
- B. OSC shall pay to Paul Fisher the sum of eighty dollars and sixty-five cents (\$80.65) per cfs per each day that water is not diverted as compensation for not diverting water under its water right(s) for the period specified.
- C. The parties understand that this Agreement is based on circumstances existing today concerning the Lemhi River. The parties agree that, should circumstances require a modification of the parties' obligations, the parties will meet and renegotiate this Agreement in good faith. Notwithstanding provision IV of the "Standard Contract Provisions," the parties' obligations under this Agreement shall continue until June 30, 2004, or until the parties agree to modify or terminate the Agreement, whichever occurs first.

## 3. Term

This Agreement shall take effect upon signature by the parties or on May 15, 2004, whichever occurs first, and shall continue in effect until midnight June 30, 2004, unless revised or terminated in accordance with paragraph 2.C of this Agreement.

## 4. General Terms and Conditions

Paul Fisher agrees to abide by all applicable terms and conditions contained in the "Standard Contract Provisions, Idaho Department of Water Resources," except as the parties' obligations are otherwise outlined in paragraph 2.C. of this Agreement. A copy of the "Standard Contract Provisions, Idaho Department of Water Resources" is attached hereto as Attachment A and incorporated herein by this reference.

## 5. Triplicate Originals

This contract is executed in triplicate. Each of the three contracts with an original signature of each party shall be an original.

IN WITNESS WHEREOF the parties executed this contract on the date following their respective signatures.

Paul E. Fisher  
Printed Name  
Paul E Fisher  
Signature  
6-1-04  
Date

Karl J. Dreher, Director  
Idaho Department of Water Resources  
[Signature]  
Date  
June 23, 2004

James L. Caswell  
Office of Species Conservation  
[Signature]  
Date  
6/14/04

Q:\ESASALA\cmhi\47dayLcmhiagreements.doc

## AGREEMENT NOT TO DIVERT WATER FROM THE LEMHI RIVER

This Agreement entered into by and between Alan Bodenhamer and the State of Idaho through the Idaho Department of Water Resources ("IDWR"), 1301 North Orchard, Boise, Idaho 83706, and the Idaho Office of Species Conservation ("OSC"), 300 North Sixth Street, Boise, Idaho 83702, is made in reference to the following facts:

### RECITALS

1. Alan Bodenhamer owns a water right(s) designated as no(s). 74-746E & 74-738B. Water right no(s). 74-746E & 74-738B allow(s) the diversion of 16.33 cubic feet per second ("cfs") of water from the Lemhi River.
2. IDWR and OSC desire to maintain a target flow of 35 cfs of water in the Lemhi River below the Lemhi L6 diversion to facilitate upstream migration of chinook salmon.
3. Alan Bodenhamer, IDWR, and OSC desire to formally document their agreement to provide water for migrating salmon during periods of low instream flow.
4. OSC desires to provide funding to Alan Bodenhamer as compensation for not diverting water under his/her water right(s) to enhance instream flows for the benefit of salmon.

NOW THEREFORE, in consideration of the following promises and commitments, Alan Bodenhamer, IDWR, and OSC agree as follows:

### AGREEMENT

#### 1. Statement of Purpose

This document outlines an agreement by Alan Bodenhamer to allow up to 6.33 cfs of water to remain in the Lemhi River as needed for use in meeting a 35 cfs target flow below a point of diversion known as the L6 ditch during the period commencing on May 15, 2004, and terminating at midnight on June 30, 2004. The agreement will be implemented by the watermaster of Water District 74 (WD 74). The watermaster of WD 74 will adjust the diversion of water right no(s). 74-746E & 74-738B on a daily basis as water is needed to maintain a target flow of 35 cfs of water in the Lemhi River to benefit the migration of chinook salmon.

## 2. Scope of Work

- A. For conservation purposes, Alan Bodenhamer shall not divert up to 6.33 cfs of water under water right no(s). 74-746E & 74-738B from the Lemhi River when the watermaster for WD 74 determines that additional water is needed to maintain a target flow of 35 cfs below L6. Alan Bodenhamer will allow up to 6.33 cfs of water to remain in the Lemhi River when needed to meet the 35 cfs target flow for the period of May 15, 2004, through June 30, 2004.
- B. OSC shall pay to Alan Bodenhamer the sum of eighty dollars and sixty-five cents (\$80.65) per cfs per each day that water is not diverted as compensation for not diverting water under its water right(s) for the period specified.
- C. The parties understand that this Agreement is based on circumstances existing today concerning the Lemhi River. The parties agree that, should circumstances require a modification of the parties' obligations, the parties will meet and renegotiate this Agreement in good faith. Notwithstanding provision IV of the "Standard Contract Provisions," the parties' obligations under this Agreement shall continue until June 30, 2004, or until the parties agree to modify or terminate the Agreement, whichever occurs first.

## 3. Term

This Agreement shall take effect upon signature by the parties or on May 15, 2004, whichever occurs first, and shall continue in effect until midnight June 30, 2004, unless revised or terminated in accordance with paragraph 2.C of this Agreement.

## 4. General Terms and Conditions

Alan Bodenhamer agrees to abide by all applicable terms and conditions contained in the "Standard Contract Provisions, Idaho Department of Water Resources," except as the parties' obligations are otherwise outlined in paragraph 2.C. of this Agreement. A copy of the "Standard Contract Provisions, Idaho Department of Water Resources" is attached hereto as Attachment A and incorporated herein by this reference.

## 5. Triplicate Originals

This contract is executed in triplicate. Each of the three contracts with an original signature of each party shall be an original.

IN WITNESS WHEREOF the parties executed this contract on the date following their respective signatures.

ALLEN S BODENHAMER

Printed Name

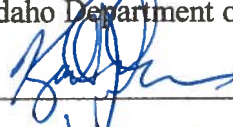


Signature

6-5-04

Date

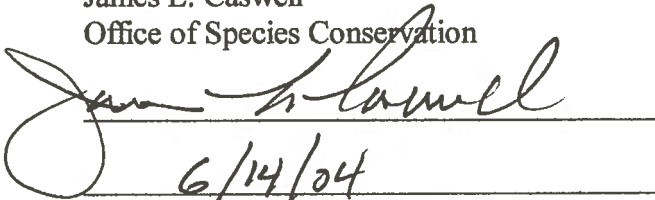
Karl J. Dreher, Director  
Idaho Department of Water Resources



June 23, 2004

Date

James L. Caswell  
Office of Species Conservation



Date

6/14/04

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## AGREEMENT NOT TO DIVERT WATER FROM THE LEMHI RIVER

This Agreement entered into by and between Richard Santos and the State of Idaho through the Idaho Department of Water Resources ("IDWR"), 1301 North Orchard, Boise, Idaho 83706, and the Idaho Office of Species Conservation ("OSC"), 300 North Sixth Street, Boise, Idaho 83702, is made in reference to the following facts:

### RECITALS

1. Richard Santos owns a water right(s) designated as no(s). 74-513. Water right no(s). 74-513 allow(s) the diversion of 3.03 cubic feet per second ("cfs") of water from the Lemhi River.
2. IDWR and OSC desire to maintain a target flow of 35 cfs of water in the Lemhi River below the Lemhi L6 diversion to facilitate upstream migration of chinook salmon.
3. Richard Santos, IDWR, and OSC desire to formally document their agreement to provide water for migrating salmon during periods of low instream flow.
4. OSC desires to provide funding to Richard Santos as compensation for not diverting water under his/her water right(s) to enhance instream flows for the benefit of salmon.

NOW THEREFORE, in consideration of the following promises and commitments, Richard Santos, IDWR, and OSC agree as follows:

### AGREEMENT

#### 1. Statement of Purpose

This document outlines an agreement by Richard Santos to allow up to 3.03 cfs of water to remain in the Lemhi River as needed for use in meeting a 35 cfs target flow below a point of diversion known as the L6 ditch during the period commencing on May 15, 2004, and terminating at midnight on June 30, 2004. The agreement will be implemented by the watermaster of Water District 74 (WD 74). The watermaster of WD 74 will adjust the diversion of water right no(s). 74-513 on a daily basis as water is needed to maintain a target flow of 35 cfs of water in the Lemhi River to benefit the migration of chinook salmon.



## 2. Scope of Work

- A. For conservation purposes, Richard Santos shall not divert up to 3.03 cfs of water under water right no(s). 74-513 from the Lemhi River when the watermaster for WD 74 determines that additional water is needed to maintain a target flow of 35 cfs below L6. Richard Santos will allow up to 3.03 cfs of water to remain in the Lemhi River when needed to meet the 35 cfs target flow for the period of May 15, 2004, through June 30, 2004.
- B. OSC shall pay to Richard Santos the sum of eighty dollars and sixty-five cents (\$80.65) per cfs per each day that water is not diverted as compensation for not diverting water under its water right(s) for the period specified.
- C. The parties understand that this Agreement is based on circumstances existing today concerning the Lemhi River. The parties agree that, should circumstances require a modification of the parties' obligations, the parties will meet and renegotiate this Agreement in good faith. Notwithstanding provision IV of the "Standard Contract Provisions," the parties' obligations under this Agreement shall continue until June 30, 2004, or until the parties agree to modify or terminate the Agreement, whichever occurs first.

## 3. Term

This Agreement shall take effect upon signature by the parties or on May 15, 2004, whichever occurs first, and shall continue in effect until midnight June 30, 2004, unless revised or terminated in accordance with paragraph 2.C of this Agreement.

## 4. General Terms and Conditions

Richard Santos agrees to abide by all applicable terms and conditions contained in the "Standard Contract Provisions, Idaho Department of Water Resources," except as the parties' obligations are otherwise outlined in paragraph 2.C. of this Agreement. A copy of the "Standard Contract Provisions, Idaho Department of Water Resources" is attached hereto as Attachment A and incorporated herein by this reference.

## 5. Triplicate Originals

This contract is executed in triplicate. Each of the three contracts with an original signature of each party shall be an original.

IN WITNESS WHEREOF the parties executed this contract on the date following their respective signatures.

RA Santos

Printed Name

RA Santos

Signature

5-24-04

Date

Karl J. Dreher, Director  
Idaho Department of Water Resources

[Signature]

June 23, 2004

Date

James L. Caswell  
Office of Species Conservation

[Signature]

6/14/04

Date

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## AGREEMENT NOT TO DIVERT WATER FROM THE LEMHI RIVER

This Agreement entered into by and between Gordon Stephenson and the State of Idaho through the Idaho Department of Water Resources ("IDWR"), 1301 North Orchard, Boise, Idaho 83706, and the Idaho Office of Species Conservation ("OSC"), 300 North Sixth Street, Boise, Idaho 83702, is made in reference to the following facts:

### RECITALS

1. Gordon Stephenson owns a water right(s) designated as no(s). 74-745 & 74-738A. Water right no(s). 74-745 & 74-738A allow(s) the diversion of 11.98 cubic feet per second ("cfs") of water from the Lemhi River.
2. IDWR and OSC desire to maintain a target flow of 35 cfs of water in the Lemhi River below the Lemhi L6 diversion to facilitate upstream migration of chinook salmon.
3. Gordon Stephenson, IDWR, and OSC desire to formally document their agreement to provide water for migrating salmon during periods of low instream flow.
4. OSC desires to provide funding to Gordon Stephenson as compensation for not diverting water under his/her water right(s) to enhance instream flows for the benefit of salmon.

NOW THEREFORE, in consideration of the following promises and commitments, Gordon Stephenson, IDWR, and OSC agree as follows:

### AGREEMENT

#### 1. Statement of Purpose

This document outlines an agreement by Gordon Stephenson to allow up to 8.1 cfs of water to remain in the Lemhi River as needed for use in meeting a 35 cfs target flow below a point of diversion known as the L6 ditch during the period commencing on May 15, 2004, and terminating at midnight on June 30, 2004. The agreement will be implemented by the watermaster of Water District 74 (WD 74). The watermaster of WD 74 will adjust the diversion of water right no(s). 74-745 & 74-738A on a daily basis as water is needed to maintain a target flow of 35 cfs of water in the Lemhi River to benefit the migration of chinook salmon.

## 2. Scope of Work

- A. For conservation purposes, Gordon Stephenson shall not divert up to 8.1 cfs of water under water right no(s). 74-745 & 74-738A from the Lemhi River when the watermaster for WD 74 determines that additional water is needed to maintain a target flow of 35 cfs below L6. Gordon Stephenson will allow up to 8.1 cfs of water to remain in the Lemhi River when needed to meet the 35 cfs target flow for the period of May 15, 2004, through June 30, 2004.
- B. OSC shall pay to Gordon Stephenson the sum of eighty dollars and sixty-five cents (\$80.65) per cfs per each day that water is not diverted as compensation for not diverting water under its water right(s) for the period specified.
- C. The parties understand that this Agreement is based on circumstances existing today concerning the Lemhi River. The parties agree that, should circumstances require a modification of the parties' obligations, the parties will meet and renegotiate this Agreement in good faith. Notwithstanding provision IV of the "Standard Contract Provisions," the parties' obligations under this Agreement shall continue until June 30, 2004, or until the parties agree to modify or terminate the Agreement, whichever occurs first.

## 3. Term

This Agreement shall take effect upon signature by the parties or on May 15, 2004, whichever occurs first, and shall continue in effect until midnight June 30, 2004, unless revised or terminated in accordance with paragraph 2.C of this Agreement.

## 4. General Terms and Conditions

Gordon Stephenson agrees to abide by all applicable terms and conditions contained in the "Standard Contract Provisions, Idaho Department of Water Resources," except as the parties' obligations are otherwise outlined in paragraph 2.C. of this Agreement. A copy of the "Standard Contract Provisions, Idaho Department of Water Resources" is attached hereto as Attachment A and incorporated herein by this reference.

## 5. Triplicate Originals

This contract is executed in triplicate. Each of the three contracts with an original signature of each party shall be an original.

IN WITNESS WHEREOF the parties executed this contract on the date following their respective signatures.

Gordon Stephenson

Printed Name

Gordon Stephenson

Signature

May 24 04

Date

Karl J. Dreher, Director  
Idaho Department of Water Resources

Karl J. Dreher

June 23, 2004

Date

James L. Caswell  
Office of Species Conservation

James L. Caswell

Date

6/14/04

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## AGREEMENT NOT TO DIVERT WATER FROM THE LEMHI RIVER

This Agreement entered into by and between Dean Stokes and the State of Idaho through the Idaho Department of Water Resources ("IDWR"), 1301 North Orchard, Boise, Idaho 83706, and the Idaho Office of Species Conservation ("OSC"), 300 North Sixth Street, Boise, Idaho 83702, is made in reference to the following facts:

### RECITALS

1. Dean Stokes owns a water right(s) designated as no(s). 74-843. Water right no(s). 74-843 allow(s) the diversion of 3.25 cubic feet per second ("cfs") of water from the Lemhi River.
2. IDWR and OSC desire to maintain a target flow of 35 cfs of water in the Lemhi River below the Lemhi L6 diversion to facilitate upstream migration of chinook salmon.
3. Dean Stokes, IDWR, and OSC desire to formally document their agreement to provide water for migrating salmon during periods of low instream flow.
4. OSC desires to provide funding to Dean Stokes as compensation for not diverting water under his/her water right(s) to enhance instream flows for the benefit of salmon.

NOW THEREFORE, in consideration of the following promises and commitments, Dean Stokes, IDWR, and OSC agree as follows:

### AGREEMENT

#### 1. Statement of Purpose

This document outlines an agreement by Dean Stokes to allow up to 3.25 cfs of water to remain in the Lemhi River as needed for use in meeting a 35 cfs target flow below a point of diversion known as the L6 ditch during the period commencing on May 15, 2004, and terminating at midnight on June 30, 2004. The agreement will be implemented by the watermaster of Water District 74 (WD 74). The watermaster of WD 74 will adjust the diversion of water right no(s). 74-843 on a daily basis as water is needed to maintain a target flow of 35 cfs of water in the Lemhi River to benefit the migration of chinook salmon.

## 2. Scope of Work

- A. For conservation purposes, Dean Stokes shall not divert up to 3.25 cfs of water under water right no(s). 74-843 from the Lemhi River when the watermaster for WD 74 determines that additional water is needed to maintain a target flow of 35 cfs below L6. Dean Stokes will allow up to 3.25 cfs of water to remain in the Lemhi River when needed to meet the 35 cfs target flow for the period of May 15, 2004, through June 30, 2004.
- B. OSC shall pay to Dean Stokes the sum of eighty dollars and sixty-five cents (\$80.65) per cfs per each day that water is not diverted as compensation for not diverting water under its water right(s) for the period specified.
- C. The parties understand that this Agreement is based on circumstances existing today concerning the Lemhi River. The parties agree that, should circumstances require a modification of the parties' obligations, the parties will meet and renegotiate this Agreement in good faith. Notwithstanding provision IV of the "Standard Contract Provisions," the parties' obligations under this Agreement shall continue until June 30, 2004, or until the parties agree to modify or terminate the Agreement, whichever occurs first.

## 3. Term

This Agreement shall take effect upon signature by the parties or on May 15, 2004, whichever occurs first, and shall continue in effect until midnight June 30, 2004, unless revised or terminated in accordance with paragraph 2.C of this Agreement.

## 4. General Terms and Conditions

Dean Stokes agrees to abide by all applicable terms and conditions contained in the "Standard Contract Provisions, Idaho Department of Water Resources," except as the parties' obligations are otherwise outlined in paragraph 2.C. of this Agreement. A copy of the "Standard Contract Provisions, Idaho Department of Water Resources" is attached hereto as Attachment A and incorporated herein by this reference.

## 5. Triplicate Originals

This contract is executed in triplicate. Each of the three contracts with an original signature of each party shall be an original.

IN WITNESS WHEREOF the parties executed this contract on the date following their respective signatures.

DEAN STOKES

Printed Name

Dean Stokes

Signature

5-24-04

Date

Karl J. Dreher, Director  
Idaho Department of Water Resources

[Signature]

June 23, 2004

Date

James L. Caswell  
Office of Species Conservation

[Signature]

6/14/04

Date

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RECEIVED  
JUN 21 2004  
DEPARTMENT OF  
WATER RESOURCES

STATE OF IDAHO  
Office of Species Conservation

**DIRK KEMPTHORNE**  
Governor

**JAMES L. CASWELL**  
Administrator

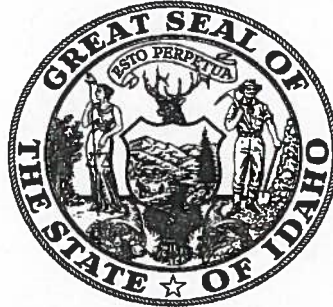
**GREG SCHILDWACHTER, PhD**  
Policy Advisor

**JEFF ALLEN**  
Policy Advisor

**NATE FISHER**  
Environmental Liaison

**TOM DAYLEY**  
Subbasin Coordinator

**Terry A. McRoberts**  
Administrative Assistant



**OFFICE LOCATION**  
300 N 6<sup>th</sup> St

Boise, Idaho 83702

**MAILING ADDRESS**

P.O. Box 83720

Boise, Idaho 83720-0195

(208) 334-2189

(208) 334-2172 (fax)

**SPEED MEMO**

To: Bill Graham

From: Terry A. McRoberts

Subject: Lemhi L6 Non Divert Agreements

Bill,

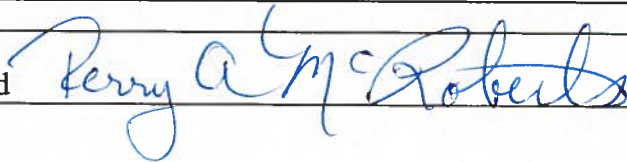
This is to follow up our phone conversation earlier this week. Enclosed are the original agreements for the Lemhi L6 non diversion that need to be signed by Director Dreher.

Please add the missing Attachment A a form called "Standard Contract Provision, Idaho Department of Water Resources ."

Please be sure to send us back an original of each of the agreements. Thank you

Date: 6/17/04

Signed



OFFICE OF SPECIES CONSERVATION

DIRK KEMPTHORNE  
Governor

JAMES L. CASWELL  
Administrator



P.O. Box 83720  
Boise, Idaho 83720-0195

300 North Sixth Street  
Boise, Idaho 83702

FACSIMILE

**To:** Bill Graham **From:** Terry McRoberts  
 IDWR

---

**Fax:** 327-7866 **Pages:** Four

---

**Phone:** **Date:** 6/15/2004

---

**Re:** Agreements to not divert **CC:**

---

- Urgent     For Review     Please Comment     Please Reply     Please Recycle

● The information contained in this fax may be privileged, confidential or otherwise protected from disclosure. All persons are advised that they may face penalties for sharing this information with unauthorized individuals.

If you received this fax in error, please reply to the sender that you have received this information in error. Also, please destroy this fax after replying to the sender.

● **Comments:**

Bill,

Here is a copy of the newest round of agreements. I reviewed the contracts and I don't see any mention of the 15-day payment deadline. However, I do see that the agreement (s) says that a copy of the Standard Contract Provisions, Idaho Department of Water Resources is attached as Attachment A.

Could you please arrange to have a copy of that sent over to me? Perhaps the 15-day deadline is in it.

COPY



RECEIVED  
JUL 13 2004  
Department of Water Resources

STATE OF IDAHO  
OFFICE OF THE ATTORNEY GENERAL  
LAWRENCE G. WASDEN

July 12, 2004

Steve Yundt  
Office of Species Conservation  
STATEHOUSE MAIL

Re: Agreement not to Divert Water from the Lemhi River between Lowell  
Cerise and State of Idaho, et al.

Dear Steve:

Enclosed are three originals of Lowell Cerise's agreement with the State of Idaho not to divert water from the Lemhi River. Lowell's had to be redone because the water quantity was wrong. I am forwarding them to you, Steve, first, so that you can get Jim Caswell's signature on them and then please forward them to Phil Rassier at IDWR so that he can get Director Dreher's signature on all copies. Phil will then send an original back to you for your files, a copy to us for our files, and the second original to Mr. Sager for his distribution to Mr. Cerise.

Steve, I am also including a letter from Rick Sager to Terry with the information she needs to issue the checks to those irrigators who participated in the agreement. Their W-9s are attached. Please forward a copy of Rick Sager's report to Phil as well.

Your immediate attention to this matter is appreciated.

Sincerely,

A handwritten signature in cursive script that reads "Patricia Boehm".

PATRICIA BOEHM, PLS  
Secretary  
Natural Resources Division

/pb  
Enclosures  
cc: (w/out enclosures)  
Phil Rassier, IDWR  
Bill Graham, IDWR

OFFICE OF SPECIES CONSERVATION

DIRK KEMPTHORNE  
Governor

JAMES L. CASWELL  
Administrator



RECEIVED  
JUL 20 2004  
DEPARTMENT OF  
WATER RESOURCES  
P.O. Box 83720  
Boise, Idaho 83720-0195  
300 North Sixth Street  
Boise, Idaho 83702

July 16, 2004

Phil Rassier  
Idaho Department of Water Resources  
STATEHOUSE MAIL

Dear Mr. Rassier:

Patricia Boehm with the Attorney General's Office asked us to forward the enclosed (corrected) originals of Lowell Cerise's agreement with the State of Idaho not to divert water from the Lemhi river.

Please have Director Dreher sign the originals and then send an original to Mr. Sager and return an original to us. Please send a copy to Patricia Boehm for the Attorney General's Office.

Also, enclosed is a copy of Rick Sager's (the Water Master for District 74) report for the May 16 through June 30, 2004 time period.

Sincerely,

A handwritten signature in blue ink that reads "Terry A. McRoberts".

Terry A. McRoberts  
Administrative Assistant

/tm

Enclosures

cc: Bill Graham