

Farmers Union Ditch

Minutes of the Board for May 19th, 2015

Present Board Members : Brian Harm, Lloyd Akins, Tom Foster, Joe Waterson, Ditch Rider Dane Vaughn

Guests & Presenters

Ed Priddy 208-724-5606 & Matt Stephenson 208-955-7601

Spring View Estates

Presented water plan for new development and HOA. Board approved the design proposal and accepted copies of the HOA ,CCR and other documentation.

Russ Lodge HDR Engineering 208-401-4888 or russ.lodge@hdrinc.com

ACHD State St. & Collister

Present updated design & plans on 1200 ft long box culvert featuring two 15 foot box culverts. Preliminary design will be submitted in 3 weeks for public comment. Russ wanted to share for FUD feedback prior to that time. ACHD will be responsible for maintenance of the culvert..estimated time for construction 2017. Board expressed general approval of plan.

Shawn Brownlee 208-860-8371 , & John Laude 208-409-5209

Wycliff Subdivision, Cedar Field, City of Eagle

Presented new pump house and measuring plans for approve on the on-demand system, submitted plan and flow meter on Head gate 33. West Side of 55 just north of Hill Road. Board approved the plan, design and measuring device. Board requested proof of water shares be provided to FUD.

**John Tensen- Boise City 384-3908, Chris Boyd, Jason Starher, Todd Zimmerman from
McMillian Jacobs 208-342-4214
Esther Simplot Park & River Park Intake Replacement**

Discussion continued regarding reinforcing the canal bank from the point of diversion to the head gate and revised plans were shared. Foundational material to bolster bank this summer. John reviewed the latest plan regarding Phase One construction to begin Fall of 2015 to include the Intake Structure, Box Culvert and Control Gates and Green Belt crossing. Phase 2 Fall 2016 in River structures and filling on of deep hole at southeast corner of pond.

Lloyd mentioned removal of pipe dumping water from canal into pond below. No existing water right or documentation. Poses potential danger to bank integrity. John to investigate.

Lloyd mentioned Breach of Contract regarding pumping of Pond Water, the unapproved installation of the canal/bridge crossing, and large scale debris from tree clearing that were dumped directly into the ditch. All resulting in a loss of water in ditch for 3 hours. In a series of statements Lloyd made sure everyone in the room understood, this was never to happen again or it would cause the Board to nullify the agreement with Boise City.

Conversation moved to the Lander Street Project and John reported that talks with DEQ continue and while they have general agreement the project is a good idea there remains unresolved water quality issues and has raised of discussion of waters of the use. No real change since last discussion.

John also reported that the Pipe Crossing agreement check should be mailed in 2 weeks.

Attorney, Dan Steenson 208-629-7447, Sawtooth Law

Treasure Valley Water Users Association

Dan presented a verbal case for the formation of a new water users group to content with the unique issues facing including the storage refill issue, lack of representation at the governmental level and limits of the IWUA.

The board agreed by unanimous resolution to support the formation of such a group:
A copy of this resolution is herein attached.

This concluded the meeting

WHEREAS, representatives of several irrigation districts and canal companies that deliver water from the Boise River to lands within the Treasure Valley have informally discussed the potential mutual benefits to their respective organizations and water users of forming a water users association for the purpose promoting their common interests in the development, control, conservation, preservation, and use of the water resources within State Water District 63 for beneficial purposes; and,

WHEREAS, the Board of Directors has received and reviewed draft Articles of Incorporation to form an association for this purpose, to be called the Treasure Valley Water Users Association; and,

WHEREAS, the Board of Directors believes that it will be beneficial to this company and its water users to participate in forming the proposed water users association, and to become a member of the association once it is formed, provided that a sufficient number of other Treasure Valley water delivery entities also participate in forming and becoming members of the association to effectively form, organize and operate the association to accomplish its purposes,

NOW, THEREFORE, upon motion being duly made, seconded and voted upon, the following resolution was adopted:

RESOLVED, that the company shall participate in forming the proposed water users association, and shall become a member of the association once it is formed, provided that a sufficient number of other Treasure Valley water delivery entities also participate in forming and becoming members of the association, and the association is organized in an equitable manner.

Wynitha Sub-

Geber Park

**WATER DELIVERY AGREEMENT
for Boise Valley water shares**

THIS WATER DELIVERY AGREEMENT, hereinafter referred to as the "Agreement," is between the FARMERS UNION DITCH COMPANY, LTD., hereinafter referred to as "Farmers Union," the BOISE VALLEY IRRIGATION DITCH COMPANY, hereinafter referred to as "Boise Valley," and City of Eagle, hereinafter referred to as "The Irrigator."

WITNESSETH:

WHEREAS, Farmers Union is an Idaho corporation existing and doing business under the laws of the State of Idaho for the benefit of its shareholders as the owner of the irrigation canal known as the Farmers Union Canal, together with the easements therefore, including easements to convey irrigation water in such canal, and including easements of ingress and egress for those purposes, which canal is an integral part of the irrigation works and system of Farmers Union; and

WHEREAS, Boise Valley is an Idaho corporation existing and doing business under the laws of the State of Idaho as an irrigation canal company which administers shares of irrigation water, and where, by agreement, Farmers Union delivers certain Boise Valley shares; and

WHEREAS, Farmers Union and Boise Valley have an agreement for Farmers Union to carry certain Boise Valley share water in the Farmers Union canal to a certain area; and

WHEREAS, The Irrigator owns 16.25 shares of Boise Valley water and which The Irrigator wishes the Farmers Union to deliver outside the place of use for Boise Valley, as approved by the Idaho Department of Water Resources ("IDWR"), but within the place of use for Farmers Union, as approved by IDWR, and which will be used for irrigation purposes and for the benefit of Irrigator.

Now, therefore, for and in consideration of the payment to Farmers Union as provided for in paragraphs 2 & 5 of this Agreement, and the promises, covenants, agreements, and conditions hereinafter set forth, the parties agree as follows:

1. The Irrigator agrees to use the conveyed water only for irrigation purposes and only at Farmers Union Headgate(s) today numbered 33, except as otherwise permitted in writing by Farmers Union. The irrigated property is generally located at: 2200 E. Hill Rd - Geber Park - Eagle ID 93616, and is included in Ada County Assessor parcel (s) numbered _____.

2. The Irrigator, Boise Valley and Farmers Union all agree that Farmers Union will deliver to The Irrigator's headgate 2/3 of the The Irrigator's share water entitled or allocated for diversion from the Boise River and that the remaining conveyance loss of 1/3 of the conveyed water is for the use and benefit of the Farmers Union for consideration in carrying and transporting the Irrigator's share water.

3. The Irrigator agrees to receive no additional water allocated to Farmers Union under this agreement except as allowed by any separately owned Farmers Union shares or separate agreements.

4. Farmers Union is obliged to deliver The Irrigator's share water only at the same time or times when delivering water to the Farmers Union shareholders and Farmers Union is not obliged to use checks or other means to maintain the water delivery volume in the event of low flows from flow allocations by the Water Master for the Boise River or from canal leaks, breaches, repairs or other delivery problems.

5. The Irrigator agrees to pay Farmers Union the same total assessment and payment terms for each inch and fraction of the Irrigator's total share water as charged by the Farmers Union to its shareholders, understanding that the Irrigator may receive less benefits, as defined herein, than a Farmers Union shareholder. It is agreed that one share of Boise Valley water equals 1.02 miners inch.

6. The Irrigator is not relieved by this Agreement from payment to Boise Valley of any assessment fees, operation costs, maintenance costs and special assessments on Irrigator's Boise Valley water shares.

7. The Irrigator agrees to pay any and all reasonable expenses incurred initially and in the future by Farmers Union for necessary and appropriate canal modifications or changes in the delivery of The Irrigator's water including professional service fees, canal size, headgates, checks, right of way and access for maintenance of the canal and facilities, and, if other water is delivered to the headgate, Irrigator agrees to pay for such expenses in proportion to Irrigator's share of delivered water.

8. The Irrigator agrees to indemnify, and keep indemnified, Farmers Union from all claims of any landowners or shareholder for damages from the impairment of the flow of irrigation water caused by said alteration, modification or change of delivery, or any use or condition of any such facilities by The Irrigator at any time.

9. The Irrigator agrees to reimburse Farmers Union for any costs and expenses incurred by Farmers Union in enforcing any of the provision of this Agreement, including but not limited to reasonable attorney fees and engineering fees.

10. The parties hereto understand and agree that Irrigator has no right to impair the uses and purposes of the irrigation works and system of Farmers Union by this Agreement, nor to grant any rights in its irrigation works and system incompatible with the uses to which such irrigation works and system are devoted and dedicated, and that this Agreement shall be at all time construed according to such principles.

11. Nothing herein contained shall be construed to impair the title and right-of-way of the Farmers Union canal. All uses of the canal and any modification or change that may be necessary for Irrigator's ability to take delivery of the water shall remain inferior and subservient to the title and rights of Farmers Union.

12. In the event of the failure, refusal, or neglect of Boise Valley, The Irrigator, or their employees, agents, successors and assigns, to comply with all the terms and conditions of this Agreement, then under the terms hereof this Agreement may be terminated by Farmers Union.

13. The Irrigator understands it may become necessary to have the IDWR approve this transfer and Irrigator will pay all costs associated with such IDWR approval.

14. Boise Valley, The Irrigator and Farmers Union agree that this transfer of water in the Farmers Union canal shall not be binding on any future agreements and that any future transfers of water will be done so by a separate agreement and on its own merits. This Agreement shall not create any precedent for any future requests for delivery of Boise Valley water or other water in the Farmers Union Canal.

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

IN WITNESS WHEREOF, the following authorized persons signed and dated who represent Farmers Union, as authorized by its Board of Directors, Boise Valley, and The Irrigator.

~~Boise Valley Irrigation District Company, Ltd.~~ Boise Valley Irr. Ditch Co. *JP*

By: *John Patten* Date: 8/20/14
President

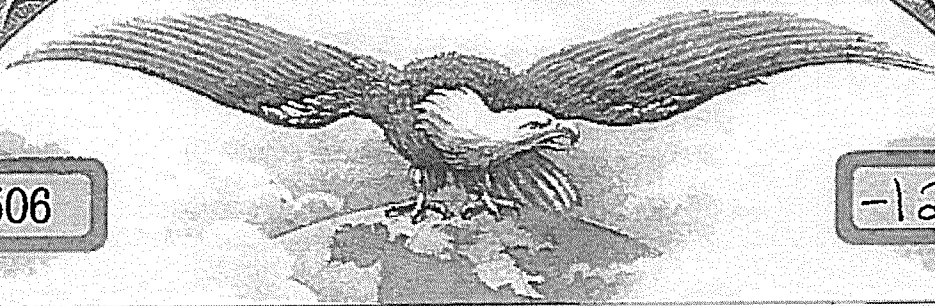
~~Boise Valley Irrigation District Company, Ltd.~~ Farmers Union Ditch Co. Ltd.

By: *[Signature]* Date: 9-3-14
President

The Irrigator.

By: *James D. Reynolds* Date: 8/5/2014

INCORPORATED UNDER THE LAWS OF THE STATE OF IDAHO



NO. 03506

-12.0-Shares

Boise Valley Irrigation Ditch Co.

REINCORPORATED MARCH 17, 1933
CAPITAL STOCK \$30,000.00



The City of Eagle is the owner of
Twelve *12.0* Shares of the Capital Stock of
Boise Valley Irrigation Ditch Co.

transferable only on the books of the Corporation by the holder hereof in person or by Attorney upon surrender of this Certificate properly endorsed.

IN WITNESS WHEREOF, the said Corporation has caused this Certificate to be signed by its duly authorized officers and its Corporate Seal to be hereunto affixed
this *15* day of *August* *2014*

Megan Rubin

SECRETARY

John Fatta

PRESIDENT

SHARES

10.00

EACH

INCORPORATED UNDER THE LAWS OF THE STATE OF IDAHO



NO. 03241

444 Shares

Boise Valley Irrigation Ditch Co.

REINCORPORATED MARCH 17, 1933
CAPITAL STOCK \$30,000.00



Wm. A. Boyle
has and a valid title to

444 Shares of the Capital Stock of
Boise Valley Irrigation Ditch Co.

is the owner of
shares of the capital stock of the Corporation, by the order hereof in
personally or by attorney in person or under a valid certificate hereby endorsed.

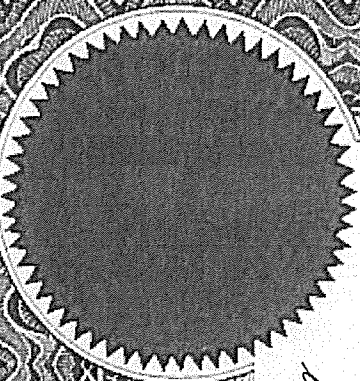
IN WITNESS WHEREOF, the said Corporation has caused this Certificate to be signed,
by its duly authorized officers and its Corporate Seal to be hereunto affixed,
this _____ day of _____ 193__

George H. Reese

SECRETARY

Walter H. ...

PRESIDENT

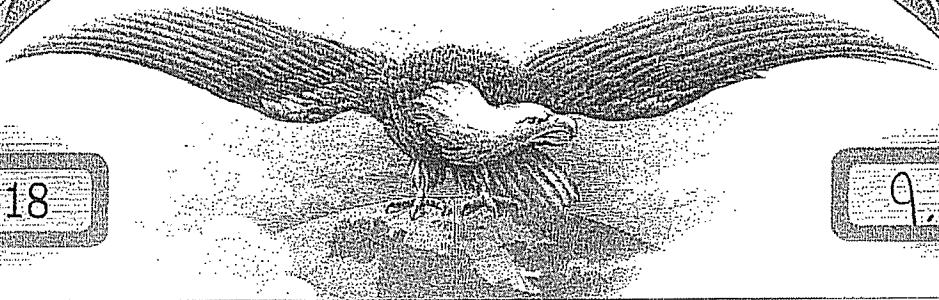


SHARES

10.00

MAJOR

INCORPORATED UNDER THE LAWS OF THE STATE OF IDAHO



No. 03518

9.0 Shares

Boise Valley Irrigation Ditch Co.

REINCORPORATED MARCH 17, 1933

CAPITAL STOCK \$30,000.00

**THIS
CERTIFICATE
VALID**

~ Corey Barton Homes, Inc. ~ is the owner of
~ 9.0 ~ Nine and ⁰⁰/₁₀₀ ~ Shares of the Capital Stock of
Boise Valley Irrigation Ditch Co.

transferable only on the books of the Corporation by the holder hereof in person or by Attorney upon surrender of this Certificate properly endorsed.

IN WITNESS WHEREOF, the said Corporation has caused this Certificate to be signed by its duly authorized officers and its Corporate Seal to be hereunto affixed this 16 day of March A.D. 2015

Megan Aubrey
SECRETARY

John Patten
PRESIDENT

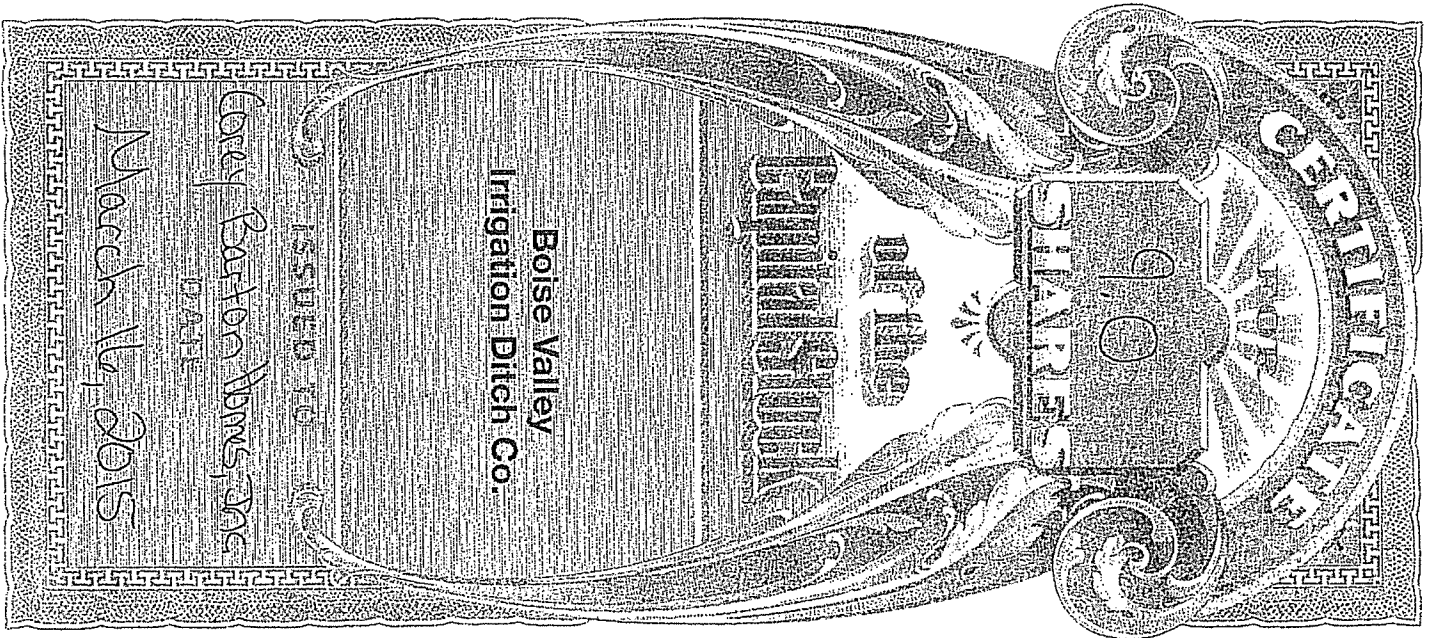
SHARES

10.00

EACH

NOTICE: THE SIGNATURE OF THIS ASSIGNMENT
MUST CORRESPOND WITH THE NAME AS WRITTEN UPON THE
FACE OF THE CERTIFICATE, IN EVERY PARTICULAR WITHOUT
ALTERATION OR ENLARGEMENT, OR ANY CHANGE WHATSOEVER.

For value Received, hereby sell, assign and transfer
to the Equator Stock represented by the within
certificate, and do hereby, irrevocably, constitute and appoint
attorney
to transfer the said Stock on the books of the within named
Corporation with full power of substitution in the premises.
Dated _____ *19* _____
In presence of



Boise Valley Irrigation Ditch Co.

8850 Horseshoe Bend Rd.

Boise, ID 83714

(208)853-5288 office

(208)939-2894 fax

bvidc1@gmail.com

April 10, 2015

Cedarfield Sub.

Corey Barton Homes, Inc.

Attn: Adair Koltes

1977 E. Overland Rd.

Meridian, ID 83642

Re: Water Share Certificate #03518

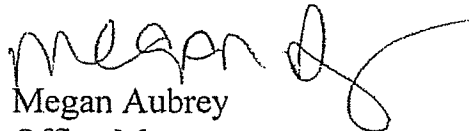
Mr. Koltes,

Enclosed is a Water Delivery Agreement with Farmer's Union Ditch Co. The water shares transferred to you from Japheth, LLC are delivered to you through the Farmer's Union Canal. You need to fill out, sign and notarize this agreement and send it back to us, we will complete it and send it on to Farmer's Union Ditch Co.

If you would like to speak with Farmer's Union, if you have any questions for them, their contact person is Lisa Harm at 870-7919.

If you have any questions please let me know.

Thank you,



Megan Aubrey

Office Manager

Boise Valley Irrigation Ditch Co.

WATER DELIVERY AGREEMENT
for Boise Valley water shares

THIS WATER DELIVERY AGREEMENT, hereinafter referred to as the "Agreement," is between the FARMERS UNION DITCH COMPANY, LTD., hereinafter referred to as "Farmers Union," the BOISE VALLEY IRRIGATION DITCH COMPANY, hereinafter referred to as "Boise Valley," and Carrey Barton Homes, Inc., hereinafter referred to as "The Irrigator."

WITNESSETH:

WHEREAS, Farmers Union is an Idaho corporation existing and doing business under the laws of the State of Idaho for the benefit of its shareholders as the owner of the irrigation canal known as the Farmers Union Canal, together with the easements therefore, including easements to convey irrigation water in such canal, and including easements of ingress and egress for those purposes, which canal is an integral part of the irrigation works and system of Farmers Union; and

WHEREAS, Boise Valley is an Idaho corporation existing and doing business under the laws of the State of Idaho as an irrigation canal company which administers shares of irrigation water, and where, by agreement, Farmers Union delivers certain Boise Valley shares; and

WHEREAS, Farmers Union and Boise Valley have an agreement for Farmers Union to carry certain Boise Valley share water in the Farmers Union canal to a certain area; and

WHEREAS, The Irrigator owns 9 shares of Boise Valley water and which The Irrigator wishes the Farmers Union to deliver outside the place of use for Boise Valley, as approved by the Idaho Department of Water Resources ("IDWR"), but within the place of use for Farmers Union, as approved by IDWR, and which will be used for irrigation purposes and for the benefit of Irrigator.

Now, therefore, for and in consideration of the payment to Farmers Union as provided for in paragraphs 2 & 5 of this Agreement, and the promises, covenants, agreements, and conditions hereinafter set forth, the parties agree as follows:

1. The Irrigator agrees to use the conveyed water only for irrigation purposes and only at Farmers Union Headgate(s) today numbered 33, except as otherwise permitted in writing by Farmers Union. The irrigated property is generally located at: N. Schobawk Way, N. of Hill Rd. & West of Hwy 55, and is included in Ada County Assessor parcel (s) numbered 27467270100, 50510427835, 50510427375, 50510427365

2. The Irrigator, Boise Valley and Farmers Union all agree that Farmers Union will deliver to The Irrigator's headgate 2/3 of the The Irrigator's share water entitled or allocated for diversion from the Boise River and that the remaining conveyance loss of 1/3 of the conveyed water is for the use and benefit of the Farmers Union for consideration in carrying and transporting the Irrigator's share water.

3. The Irrigator agrees to receive no additional water allocated to Farmers Union under this agreement except as allowed by any separately owned Farmers Union shares or separate agreements.

4. Farmers Union is obliged to deliver The Irrigator's share water only at the same time or times when delivering water to the Farmers Union shareholders and Farmers Union is not obliged to use checks or other means to maintain the water delivery volume in the event of low flows from flow allocations by the Water Master for the Boise River or from canal leaks, breaches, repairs or other delivery problems.

5. The Irrigator agrees to pay Farmers Union the same total assessment and payment terms for each inch and fraction of the Irrigator's total share water as charged by the Farmers Union to its shareholders, understanding that the Irrigator may receive less benefits, as defined herein, than a Farmers Union shareholder. It is agreed that one share of Boise Valley water equals 1.02 miners inch.

6. The Irrigator is not relieved by this Agreement from payment to Boise Valley of any assessment fees, operation costs, maintenance costs and special assessments on Irrigator's Boise Valley water shares.

7. The Irrigator agrees to pay any and all reasonable expenses incurred initially and in the future by Farmers Union for necessary and appropriate canal modifications or changes in the delivery of The Irrigator's water including professional service fees, canal size, headgates, checks, right of way and access for maintenance of the canal and facilities, and, if other water is delivered to the headgate, Irrigator agrees to pay for such expenses in proportion to Irrigator's share of delivered water.

8. The Irrigator agrees to indemnify, and keep indemnified, Farmers Union from all claims of any landowners or shareholder for damages from the impairment of the flow of irrigation water caused by said alteration, modification or change of delivery, or any use or condition of any such facilities by The Irrigator at any time.

9. The Irrigator agrees to reimburse Farmers Union for any costs and expenses incurred by Farmers Union in enforcing any of the provision of this Agreement, including but not limited to reasonable attorney fees and engineering fees.

10. The parties hereto understand and agree that Irrigator has no right to impair the uses and purposes of the irrigation works and system of Farmers Union by this Agreement, nor to grant any rights in its irrigation works and system incompatible with the uses to which such irrigation works and system are devoted and dedicated, and that this Agreement shall be at all time construed according to such principles.

11. Nothing herein contained shall be construed to impair the title and right-of-way of the Farmers Union canal. All uses of the canal and any modification or change that may be necessary for Irrigator's ability to take delivery of the water shall remain inferior and subservient to the title and rights of Farmers Union.

12. In the event of the failure, refusal, or neglect of Boise Valley, The Irrigator, or their employees, agents, successors and assigns, to comply with all the terms and conditions of this Agreement, then under the terms hereof this Agreement may be terminated by Farmers Union.

13. The Irrigator understands it may become necessary to have the IDWR approve this transfer and Irrigator will pay all costs associated with such IDWR approval.

14. Boise Valley, The Irrigator and Farmers Union agree that this transfer of water in the Farmers Union canal shall not be binding on any future agreements and that any future transfers of water will be done so by a separate agreement and on its own merits. This Agreement shall not create any precedent for any future requests for delivery of Boise Valley water or other water in the Farmers Union Canal.

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

IN WITNESS WHEREOF, the following authorized persons signed and dated who represent Farmers Union, as authorized by its Board of Directors, Boise Valley, and The Irrigator.

Farmers Union Ditch Company, Ltd.

By: _____ Date: _____
President

Boise Valley Irrigation Ditch Company

By: _____ Date: _____
President

The Irrigator.

By: _____ Date: 4-15-15

STATE OF IDAHO)
 : ss
County of Ada)

On this ___ day of _____, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, President, Farmers Union Ditch Company, Ltd., known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

NOTARY PUBLIC FOR IDAHO
Residing at _____, Idaho
My Commission Expires: _____

STATE OF IDAHO)
 : ss
County of Ada)

On this ___ day of _____, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, Boise Valley Irrigation Ditch Company, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same.

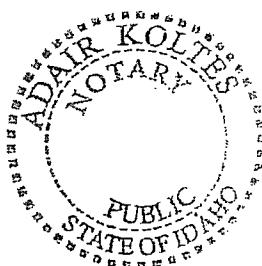
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

NOTARY PUBLIC FOR IDAHO
Residing at _____, Idaho
My Commission Expires: _____

STATE OF IDAHO)
 : ss
County of Ada)

On this 15th day of April, 2015, before me, the undersigned, a Notary Public in and for said State, personally appeared Corey Barton, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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



Adair Koltes

NOTARY PUBLIC FOR IDAHO
Residing at Nampa, Idaho
My Commission Expires: 6-05-16

Farmers Union Ditch Co.
P.O. Box 1474
Eagle, Idaho 83616
208-870-7919

Corey Barton Homes, Inc.
1977 E. Overland Rd.
Meridian, Idaho 83642

Wycliff Sube

Corey Barton Homes, Inc.
Water goes to Property at/or near, **2413 East Floating Feather, Eagle, Id**
Transferred from **Certificate #2947, Brent Barrus**

Here is your new Capital Stock Share of Farmers' Union Ditch Co., Ltd. Certificate **#3048 for 0.80 Shares**. Please keep this certificate safe with your other documents as it is the title to this water that goes with this property. If there are any changes or sell of property, please notify this office, as this certificate will have to be transferred to the new owners by this company.

Sincerely,

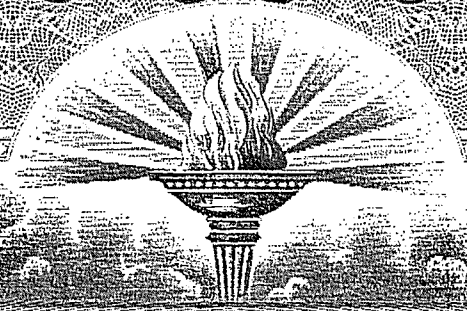
Lisa Harm

Lisa Harm,
Secretary/Bookkeeper

10.0 AF Arrowrock

ORGANIZED UNDER LAWS OF THE STATE OF IDAHO

5-0 AF Anderson



NUMBER

3048

SHARES

0.8

Farmers' Union Ditch Co., Ltd.

INCORPORATED 1894

CAPITAL STOCK \$50,000.00

This Certifies that Corey Barton Homms, Inc. is the owner of zero.80 Shares Shares of the Capital Stock of Farmers' Union Ditch Co., Ltd.

transferable only on the books of the Corporation by the holder hereof in person or by Attorney upon surrender of this Certificate properly endorsed

IN WITNESS WHEREOF, the said Corporation has caused this Certificate to be signed by its duly authorized officers and its Corporate Seal to be hereunto affixed this 31st day of December A.D. 2014.

Thomas F. Foster
SECRETARY

[Signature]
PRESIDENT

