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THIS AGREEMENT, Made and entered into this 9<sup>th</sup> day of  
September, 1974, by and between PIONEER IRRIGATION DISTRICT, a  
quasi municipal corporation, of Canyon and Ada Counties, State of  
Idaho, party of the first part, hereinafter referred to as District  
and CITY OF NAMPA in Canyon County, Idaho, party of the second  
part, hereinafter referred to as City, WITNESSETH:

WHEREAS, the City has established a municipal irrigation  
system under the provisions of Chapter 18 Title 50 of the Idaho  
Code (I. C. 50-1801 et seq.) and

WHEREAS, certain of the lands within the said system are  
also within the boundaries of the District, and

WHEREAS, the parties desire to contract as authorized by  
the statutes of the State of Idaho for distribution of water and  
collection and remission of irrigation district assessments;

NOW, THEREFORE, It is hereby mutually agreed that the  
District shall deliver to designated delivery points in the City  
hereinafter set forth, and the City assumes the duty of distribu-  
tion of water from the irrigation works and systems of the District  
to the persons having the right to the use thereof in such City  
and served by said municipal irrigation system. The designated  
delivery point shall be at or near the junction of 8th Avenue and  
5th Street North in said City, together with other small related  
delivery points along the side of the Phyllis Canal. The irriga-  
tion water for the irrigation of the property described in Exhibit  
A which is attached hereto and made a part hereof as if set forth  
in full herein, shall be in such quantities as may be required for  
the same so long as there is sufficient water available therefor;  
provided, that in times of shortage, the amount of irrigation water  
to be delivered to said lots shall not be less than the amount  
properly applicable or due to other lands within the District in  
the same general area under the Phyllis Canal.

ELAM, BURKE, JEPPESEN, EVANS & BOYD  
ATTORNEYS AT LAW  
1010 BANK OF IDAHO BUILDING  
P. O. Box 1859  
BOISE, IDAHO 83701

ELAM, BURKE, JEPPESEN, EVANS & BOYD  
ATTORNEYS AT LAW  
1010 BANK OF IDAHO BUILDING  
P. O. BOX 1559  
BOISE, IDAHO 83701

1           The City shall receive the water at such delivery point  
2 and shall deliver the same to and upon all of the lots covered by  
3 the terms of this contract, and shall maintain and operate and  
4 make all necessary and proper improvements and repairs to and  
5 upon the ditches and other means of such distribution, and shall  
6 make and prescribe any and all proper rules and regulations in  
7 connection therewith.

8           It is further agreed that the expenses of distribution  
9 of said water under this agreement, including the improvement and  
10 repair of ditches, conduits or other means used in such distribu-  
11 tion within the boundaries of the District shall be paid by the  
12 City.

13           It is further agreed that in view of the services to be  
14 rendered by said City in distributing the water to the lands  
15 covered by this Agreement, the amount to be levied or assessed  
16 each year by said District for operation and maintenance and the  
17 Anderson Ranch payment against the lots and lands covered by this  
18 Agreement, shall be the same amount levied for the operation and  
19 maintenance, and Anderson Ranch payment per acre on lands of said  
20 District not included in the amount levied by said City and by  
21 it paid to said District on or before March 1st of each year during  
22 the term of this Agreement as a toll in the same manner as other  
23 tolls levied by said District are paid.

24           It is further agreed that this Agreement shall not af-  
25 fect the making of such additional levies and assessments against  
26 lots included within this contract as may be required for the pay-  
27 ment of bond and interest and other charges against the said lots  
28 as have heretofore or may hereafter be apportioned; that the City  
29 shall have no interest in redemptions for taxes or assessments  
30 levied by the District on said lots covered by this Agreement or  
31 in the proceeds of the property acquired by the District by tax  
32 sale, it being understood that the City is to accept the cash

1 collected by it in full of the amount due it under the terms of  
2 this Agreement.

3 IT IS MUTUALLY UNDERSTOOD AND AGREED That this Agreement  
4 shall become effective on the 9th day of September , 1974,  
5 and shall continue in force and effect until terminated by resolu-  
6 tion of either party, which resolution must be adopted and notice  
7 given the other party prior to February 1st of the year in which  
8 such termination shall take effect.

9 The lands covered by this Agreement are described in  
10 Exhibit A attached hereto and by this reference made a part hereof  
11 as if set out in full.

12 This Agreement is entered into pursuant to resolutions  
13 of the respective parties hereto duly and regularly adopted author-  
14 izing the same.

ELAM, BURKE, JEPPESEN, EVANS & BOYD  
ATTORNEYS AT LAW  
1010 BANK OF IDAHO BUILDING  
P. O. BOX 1559  
BOISE, IDAHO 83701

PIONEER IRRIGATION DISTRICT

By W. W. Hargrave Chairman

20 ATTEST:

21 [Signature]  
22 Secretary

CITY OF NAMPA

26 By [Signature] Mayor

28 ATTEST:

29 [Signature]  
30 Secretary

1 STATE OF IDAHO )  
2 County of Canyon ) ss.

3 On this 9th day of September, 1974, before me, the  
4 undersigned, a Notary Public in and for said State, personally  
5 appeared Wayne Nauqle and Hazel A. Robinson  
6 known to me to be the Chairman and Secretary respectively of  
7 Pioneer Irrigation District, and acknowledged to me that they  
8 executed the same on behalf of said corporation.

9 IN WITNESS WHEREOF, I have hereunto set my hand and af-  
10 fixed my official seal the day and year in this certificate first  
11 above written.

12  
13 *Alice L. Moore*  
14 Notary Public for Idaho  
15 Residing at Caldwell, Idaho  
16 *Nampa*

ELAM, BURKE, JEPPESEN, EVANS & BOYD  
ATTORNEYS AT LAW  
1010 BANK OF IDAHO BUILDING  
P. O. BOX 1559  
BOISE, IDAHO 83701

17 STATE OF IDAHO )  
18 County of Canyon ) ss.

19 On this 8th day of August, 1974, before me, the  
20 undersigned, a Notary Public in and for said State, personally  
21 appeared Ernest E. Starvo and *Charlene Baltzer*  
22 known to me to be the Mayor and *City Clerk* Secretary respectively of the City  
23 of Nampa, and acknowledged to me that they executed the same on  
24 behalf of the City of Nampa.

25 IN WITNESS WHEREOF, I have hereunto set my hand and af-  
26 fixed my official seal the day and year in this certificate first  
27 above written.

28  
29 *Mahino) Horn*  
30 Notary Public for Idaho  
31 Residing at Nampa, Idaho  
32 *My Commission expires July 9, 1977*

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