AGREEMENT

THIS AGREEMENT, Made and entered into this 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 distribution 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 irrigation 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.
The City shall receive the water at such delivery point and shall deliver the same to and upon all of the lots covered by the terms of this contract, and shall maintain and operate and make all necessary and proper improvements and repairs to and upon the ditches and other means of such distribution, and shall make and prescribe any and all proper rules and regulations in connection therewith.

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

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

It is further agreed that this Agreement shall not affect the making of such additional levies and assessments against lots included within this contract as may be required for the payment of bond and interest and other charges against the said lots as have heretofore or may hereafter be apportioned; that the City shall have no interest in redemptions for taxes or assessments levied by the District on said lots covered by this Agreement or in the proceeds of the property acquired by the District by tax sale, it being understood that the City is to accept the cash
collected by it in full of the amount due it under the terms of this Agreement.

IT IS MUTUALLY UNDERSTOOD AND AGREED That this Agreement shall become effective on the ___ day of September, 1974, and shall continue in force and effect until terminated by resolution of either party, which resolution must be adopted and notice given the other party prior to February 1st of the year in which such termination shall take effect.

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

This Agreement is entered into pursuant to resolutions of the respective parties hereto duly and regularly adopted authorizing the same.

PIONEER IRRIGATION DISTRICT

By Chairman

ATTEST:

Secretary

CITY OF NAMPA

By Mayor

ATTEST:

Secretary
STATE OF IDAHO       ) ss.
County of Canyon     )

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

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

[Signature]
Notary Public for Idaho
Residing at Caldwell, Idaho

STATE OF IDAHO       ) ss.
County of Canyon     )

On this  8th   day of August, 1974, before me, the
undersigned, a Notary Public in and for said State, personally
appeared Ernest E. Stern and Martin Peterson
known to me to be the Mayor and Secretary respectively of the City
of Nampa, and acknowledged to me that they executed the same on
behalf of the City of Nampa.

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

[Signature]
Notary Public for Idaho
Residing at Nampa, Idaho

My Commission expires July 9, 1977