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C O N T R A C T
between the
NEW YORK CANAL COMPANY, LIMITED
and
THE UNITED STATES OF AMERICA

IIA-54

THIS AGREEMENT made this 3rd day of March 1906, between the New York Canal Company, Limited, a corporation duly organized and existing under the laws of the State of Idaho, its principal place of business being Boise, Idaho, its successors and assigns, party of the first part; and the United States of America and its assigns, party of the second part, acting in this behalf by Douglas W. Ross of the United States Reclamation Service, thereunto duly authorized by the Secretary of the Interior,

WITNESSETH: Whereas, under the act of Congress, approved June 17, 1902, (32 Stat. 388) known as the Reclamation Act, the Secretary of the Interior has approved what is known as the Payette-Boise Project, and authorized the construction of certain works (a reservoir on Deer Flat and a canal from Boise River to said reservoir) which project includes all the land lying under and tributary to the main canal now owned by the New York Canal Company, Limited; and

Whereas, the line of said canal is the most advantageous as a location for the canal proposed to be constructed by the United States;

Whereas, the said Company is unable to deliver all the water to which the holders of its certificates of stock and of its water right contracts are entitled; and

Whereas, by reason of the improved facilities furnished by the construction proposed by the United States Reclamation

Service, the entire water supply for holders of such certificates and contracts can be delivered more uniformly and at less cost, ✓

THEREFORE, the parties hereto by these presents do mutually covenant and agree with each other, as follows:

1. In consideration of the premises, of the agreements hereinafter contained, and of the sum of one dollar to it in hand paid, the receipt of which is hereby acknowledged, the party of the first part hereby grants to the United States the right to occupy, use and control perpetually and exclusively the right of way of the main canal of the party of the first part extending from a point on Boise River in Sec. 11, T. 2 N., R. 3 E., B.M., to a point on Five-Mile Creek in Sec. 30, T. 3 N., R. 2 E., B.M., as shown on the map hereto attached and made part hereof, together with the right to enlarge the said canal and to construct, operate, and maintain upon said right of way such canal, structures, and other works or appurtenances as may be necessary or convenient in connection with the said Payette-Boise Project of the Reclamation Service.

2. The party of the first part hereby further grants and transfers to the United States all the right, title and interest of the said Company in and to its water rights and power rights and all privileges, and appurtenances thereunto belonging or in any wise appertaining.

3. The rights and interests herein granted shall be free of any and all obligations, charges, terms, and conditions heretofore or hereafter assumed by the party of the first part, in regard to said right of way, water rights, or power rights, except as hereinafter specifically provided.

4. It is agreed that there shall be reserved to the holders of certificates of stock for not more than fifteen thousand shares, an amount of water equivalent to four-fifths of an inch for each share, not exceeding in total twelve thousand inches, or two hundred and forty cubic feet of water per second of time.

5. It is further agreed that there shall be reserved to the owners thereof, certain water rights represented by contracts heretofore made by the party of the first part, the amount of eighteen hundred ninety three (1893) inches of water, or thirty-seven and eighty-six hundredths (37.86) cubic feet per second of time.

6. The said total of thirteen thousand eight hundred ninety-three (13,893) inches of water, being 277.86 cubic feet per second of time the vested water right claimed by the company and its stockholders, shall be regarded as of the priority determined by the courts.

X 7. The delivery of such water reserved to the holders of said certificates of stock and contracts, and the payments for maintaining and operating the system as hereinafter provided, shall be made in accordance with the provisions of the

existing by-laws of the said company and the terms of the contracts, from any existing lateral on the main canal between the point of diversion at Boise River and a point not more than five miles south-west of the crossing of such main canal by the Oregon Short Line Railroad near Mora, and shall be given precedence over any other rights to water in said canal which may be subsequently acquired; provided that delivery of water represented by said certificates of stock and contracts shall be made exclusively from the unregulated flow of the Boise River and shall be limited by the amount thereof. Copies of the said by-laws and contracts are hereto attached and made a part hereof. And provided further that it is expressly agreed and understood that no part of the expense for the enlargement of said canal shall be assessed against or borne by or charged to the stock of the stockholders of the said New York Canal Company, Limited. X

§ 8. It is further agreed that an equitable proportion of the cost of maintaining and operating the system of irrigation works which may be constructed by the United States on the south side of the Boise Valley, as may be determined by the Secretary of the Interior, shall be paid to the United States by the holders of said certificates of stock. The holders of rights under said contracts with the company shall pay to the United States the cost of maintaining and operating such system of irrigation works in accordance with the terms of their said contract. *

9. It is further agreed that the party of the first part, on demand, after the approval of this agreement by the Secretary of the Interior, will give peaceable possession of the property herein described in order that construction and enlargement may be begun by the United States whenever the same shall be deemed practicable, and the proper officers and agents of the United States may at all times have unrestricted access to said premises for the necessary purpose of surveys and construction.

10. This agreement shall not operate to bind the United States until it shall be approved by the Secretary of the Interior, whose approval or disapproval will be signified within three months from the date hereof.

11. The provisions of this agreement shall be binding upon and shall inure to the successors and assigns of the party of the first part, and the assigns of the United States.

12. This agreement is executed on behalf of the party of the first part by its President and attested by its Secretary in pursuance of a resolution of its Board of Directors, adopted on the 24th day of February 1906, certified copy of which is hereto attached and made part hereof.

IN WITNESS WHEREOF the parties have hereunto set their hands and seals the day and year first above written.

NEW YORK CANAL CO., Ltd.
Party of the first part.

By W. C. Annett,
President.

Attest:

Edward Smith
Secretary.

Witnesses to signature
of party of first part.

{ David Painter,
of Boise, Idaho.
{ Hugh E. McElroy,
of Boise, Idaho.

Douglas W. Ross,

For and on behalf of the United States
PARTY OF THE SECOND PART.

Witnesses to signature
of party of second part.

{ David Painter,
of Boise, Idaho.
{ Hugh E. McElroy,
of Boise, Idaho.

IN WITNESS WHEREOF, The New York Canal Company, (Lim-
ited), has by authority of its board of directors, duly given

by resolution thereof, passed at a meeting regularly called and held at its office, in Boise, Idaho, on the 24th day of February, A. D. 1906, caused these presents to be signed by its President and attested by its Secretary, with the seal of the Corporation attached thereto.

NEW YORK CANAL CO., Ltd.

By W. C. Annett
President.

Attest:

Edwd. Smith,
Secretary.

State of Idaho)
) SS.
County of Ada)

On this 3rd day of March, A. D. 1906, before me Hugh E. McEhoy, a notary public in and for said county, personally appeared W. C. Annett, personally known to me, and known by me to be the President of the New York Canal Company, (Limited), and who acknowledged to me that such Corporation executed the within and foregoing instrument, and that as President he signed the same.

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.

Hugh E. McEhoy,

Notary Public.

Commission expires
June 29, 1908.

JBR

AMC

JBR

Approved this *25th* day of *April* 1906.

C. A. Hitchcock

Secretary of the Interior.

List of exhibits to contract between the United States
of America and the New York Canal Company, Limited.

- Exhibit 1. Map showing canal and right of way.
- Exhibit 2. By-Laws of the New York Canal Company, Ltd. ✓
- Exhibit 3. Water right deed of W. H. Thompson. ✓
- Exhibit 4. Water right deed of Ada County Farmers Irrigation Company. ✓
- Exhibit 5. Water right deed of J. W. Brose. ✓
- Exhibit 6. Water right deed of I. N. Hall. ✓
- Exhibit 7. Water right deed of A. H. Nagleson. ✓
- Exhibit 8. Water right deed of W. E. Neal. ✓
- Exhibit 9. Water right deed of W. C. Annett. ✓
- Exhibit 10. Water right deed of C. J. Hale. ✓
- Exhibit 11. Water right deed of H. P. Ustick. ✓
- Exhibit 12. Water right deed of W. W. Lynch. ✓
- Exhibit 13. Contract of D. R. Hubbard. ✓

No. 2.

The By-Laws of the New York Canal Company, Ltd.,
material to this contract, are as follows:

A R T I C L E X I V .

S T O C K C E R T I F I C A T E S .

SECTION I. Certificates of stock shall be of such form and device as the Board of Directors may direct, and each of such certificates shall express on its face its number, date of issuance, and number of shares for which, the person to whom it is issued, and the amount of water rights to which it is entitled.

SECTION II. The perpetual right to the user of four-fifths (4/5) of one inch of water, measured under a four (4) inch pressure, shall be inseparably attached to each share of the capital stock.

+ SECTION III. It is hereby declared to be a part of the fundamental law of this corporation, that all water-rights to the user and control thereof -- shall be deemed to be for the use of stockholders in the corporation only, and that no such water rights to the user or control thereof shall be in any way disposed of to any other than stockholders, and to stockholders only, by virtue and in connection with the shares of stock so held by them, subject to such maintenance charges as the Board of Directors from time to time deem necessary, except as to such water, rights to

the user or control thereof, as may have been heretofore, or shall be hereafter, bargained for by the corporation in consideration of water rights, ditches or other improvements, to become a part of the canal property of this corporation.

X

No. 3.

THIS AGREEMENT, made and entered into this 10th day of January, A. D. 1901, by and between New York Canal Company, (Ltd.), (a corporation organized, existing and doing business in the County of Ada, and State of Idaho, under and by virtue of the laws thereof,) party of the first part, and W. H. Thompson, of Ada County, Idaho, party of the second part, WITNESSETH:

THAT WHEREAS, second party is a holder of water stock in the said Corporation, and the owner of certain lands lying under and adjacent to the canal of first party, situated in the said County of Ada, and State of Idaho, and consisting of the Southwest Quarter (1/4) of Section Numbered Twenty-one (21), in Township Numbered Three (3), North of Range Numbered Two (2), East of Boise Meridian; and North one-half (1/2) of Northwest one-fourth (1/4) of Section Numbered Twenty-eight (28), Township Numbered Three (3), North of Range Numbered Two (2), East Boise Meridian, a large portion of which are too high to be conveniently watered by laterals from the said Canal.

AND WHEREAS, first party is about to construct a lateral from said canal, at a point thereon, as near as practicable, where said canal is intersected by the North and South center line of Section Numbered Twenty-one (21) in Township Numbered Three (3), North of Range Numbered Two (2) East of Boise Meridian.

NOW THEREFORE, in consideration of the sum of one (1) dollar, lawful money of the United States, to first party in hand

No. 3.

THIS AGREEMENT, made and entered into this 10th day of January, A. D. 1901, by and between New York Canal Company, (Ltd.), (a corporation organized, existing and doing business in the County of Ada, and State of Idaho, under and by virtue of the laws thereof,) party of the first part, and W. H. Thompson, of Ada County, Idaho, party of the second part, WITNESSETH:

THAT WHEREAS, second party is a holder of water stock in the said Corporation, and the owner of certain lands lying under and adjacent to the canal of first party, situated in the said County of Ada, and State of Idaho, and consisting of the Southwest Quarter ($1/4$) of Section Numbered Twenty-one (21), in Township Numbered Three (3), North of Range Numbered Two (2), East of Boise Meridian; and North one-half ($1/2$) of Northwest one-fourth ($1/4$) of Section Numbered Twenty-eight (28), Township Numbered Three (3), North of Range Numbered Two (2), East Boise Meridian, a large portion of which are too high to be conveniently watered by laterals from the said Canal.

AND WHEREAS, first party is about to construct a lateral from said canal, at a point thereon, as near as practicable, where said canal is intersected by the North and South center line of Section Numbered Twenty-one (21) in Township Numbered Three (3), North of Range Numbered Two (2) East of Boise Meridian.

NOW THEREFORE, in consideration of the sum of one (1) dollar, lawful money of the United States, to first party in hand

paid, the receipt whereof is hereby acknowledged, and of the covenants and agreements hereinafter contained, and by second party to be kept and performed, first party agrees as follows, to-wit:

FIRST

THAT Second party shall be granted, and he is hereby granted, for a period of ninety-nine (99) years, from date hereof, the right and privilege to utilize the water that shall be diverted by first party, by means of said lateral from time to time, for the purpose of generating sufficient power for the raising of water onto the said lands of a second party, for irrigation and domestic purposes.

IN CONSIDERATION of the foregoing covenants and agreements by first party to be kept and performed, second party agrees as follows, to-wit

FIRST

THAT he will use no more of such water power than necessary for the purposes herein referred to, and will, on or before April 1st, A. D. 1901, make all necessary preparation to use the same.

SECOND

THAT Second party will use such water power only as the same may be generated by the diversion of such water from the said canal into said lateral.

THIRD

THAT Second party will, at his own expense, construct and maintain all necessary pipes, flumes, or other means of conveyance of such water from the canal into such lateral, and in such way and manner as not to impair the strength of the canal banks, or do anything to interfere with its usefulness as a water-carrying canal.

FOURTH

THAT Second party will, at his own expense, construct and maintain such lateral ditch, and all necessary flumes, drop-boxes, and other devices necessary for the protection of such lateral, ditch or flume, throughout the length of 1600 feet, from the said canal, and will construct his water raising devices within two hundred (200) feet from the said canal, and that the same shall in no way or manner interfere with the practical use of the same water used for said power purposes, for irrigation or other purposes, by first party, nor shall the same in any way impair the practical use of such lateral.

FIFTH

THAT Second party will, for the present, put in a pen-stock, made of wood, or other more durable material, of an average diameter of not less than four (4) inches each way, with not less than four (4) inch Cut-off Gate, at the canal entrance; also conveying pipe not less than eight (8) inches in diameter each way, made of iron, and of sufficiently good pressure pipe, with the

flange entrance from the pen-stock, of at least one (1) foot diameter, and four (4) feet long,- and will make all devices for conveyance of water from the main canal, whether by pipe, flume, lateral, ditch, or other means, of sufficient size to carry at least two hundred (200) inches of water, measured under four (4) inch pressure, and will increase the size and capacity thereof, from time to time, as may be required by first party, up to a point of five hundred (500) inches, capacity,- but in the event first party shall require such capacity to exceed five hundred (500) inches of such water, measured under four (4) inch pressure, first party will bear the expense incident to such excess, of carrying capacity over said five hundred (500) inches.

IT IS MUTUALLY AGREED, By and between the parties hereto:

1st. That any power that may be created by the flow of the water from the main canal of first party, into the said lateral through the said means of conveyance, or otherwise, in excess of that required by second party for the purposes herein stated, is reserved unto first party; and that said lateral, and means of conducting the said water, shall remain at all times, under the control of first party; and that in the event that second party shall at any time cease to require the power right hereby granted for the purposes herein stated, the same shall revert to first party.

2nd. That the power right hereby conveyed, is only such as may be utilized by means of the water that shall be diverted by first party ordinarily for the purposes of irrigation, through the said lateral.

3rd. That this agreement is executed in duplicate, and all changes, erasures and interlineations were made before signing. And that all rights, privileges and obligations extending unto first and second parties hereto, are hereby to extend to the successors and assigns of first party, and the heirs, executors, administrators and assigns of second party.

IN WITNESS WHEREOF, The New York Canal Company, (Ltd.), has by authority of its Board of Directors, duly given by resolution thereof, passed at a meeting regularly called and held at its office, in Boise, Idaho, on the tenth day of January, A. D. 1901, caused these presents to be signed by its President, and attested by its Secretary, with the Seal of the Corporation attached.

And second party has set his hand on the day and year first above written.

(SEAL)

(Signed) New York Canal Co., Ltd.,

By W. C. Annett, President.

Attest: Edwd. Smith, Secretary.

(Signed) W. H. Thompson,
Party of the second part

No. 4.

WATER RIGHT DEED

THIS INDENTURE, made this 5th day of December, A. D. 1900, between the New York Canal Company, Limited, a corporation organized, existing, and doing business in the State of Idaho, under and by virtue of the laws thereof, party of the first part, and Ada County Farmers Irrigation Company, a corporation of Boise, Ada County, Idaho, second party; WITNESSETH:

THAT WHEREAS, party of the second part has heretofore been the owner of a portion of the canal known as the New York Canal, or interest therein extending from a point near the westerly end of the Boise Canyon on the south side of Boise River easterly to the headgates of said canal as constructed prior to the completion by the first party, and a deed thereof was heretofore deposited in escrow with the Capital State Bank of Idaho, Limited, at Boise, Idaho, deliverable to Charles Fifer upon compliance with certain conditions of said escrow, and first party herein has become the assignee of the said Charles Fifer's interests, has complied with the requirements of said escrow in part, and is desirous of further and fully complying with the terms thereof by the execution of this deed.

NOW THEREFORE, in consideration of the sum of one (1) dollar in hand paid first party by second party and of the execution and delivery by second party of the said deed to

Charles Fifer first party has this day granted, bargained, sold, and conveyed, and by these presents does hereby grant, bargain, sell, and convey and confirm unto second party the following property in Ada County, Idaho, to-wit:- The perpetual right to the use of one thousand (1000) miner's inches continuous flow under four (4) inch pressure of the water to be carried by said canal, known as the New York Canal, such water to be delivered in the main laterals that shall be constructed by party of the first part at such point or points as may be designated from time to time by the second party; and in case delivery be desired at other points along said canal the users of the water to construct good and sufficient laterals to the canal at their own expense. Delivery of all water for irrigation purposes to be only during the irrigation season and sufficient water for domestic purposes of the canal patrons, herein referred to, to be allowed to run in the canal throughout the year, except when unavoidably prevented by the elements or necessary canal repairs.

IT IS FURTHER AGREED, that the annual maintenance for the operation and repair of said New York Canal chargeable to the water right hereby conveyed is hereby liquidated by the respective parties in the sum of thirty (30) cents per inch per annum for nine hundred (900) inches thereof, and one (1) dollar and twenty-five (25) cents per inch per annum for the remaining

one hundred (100) inches thereof, the maintenance for said last one hundred (100) inches of water to begin when the water is actually used, but not later than January 1, 1902; and first party agrees for itself and its successors in interest that they will perform such annual maintenance on behalf of the grantee and its successors for the period of ninety-nine (99) years, and in consideration thereof grantee and its successors in interest agree to pay annually to grantor and its successors in interest said maintenance charges the same to be paid on or before November 1st in each year.

TO HAVE AND TO HOLD, all and singular the said premises unto the said party of the second part and to its successors and assigns forever. This deed and the agreements herein contained is executed pursuant to a resolution duly adopted by the Board of Directors of the first party at a meeting held at its principal place of business at Boise City, Idaho, December 5, 1900, a copy of which is as follows; to-wit:

"Be it resolved, that the President of this corporation be and is hereby authorized and directed to execute, acknowledge, and deliver in the name of the said corporation duly attested by its corporate seal a bargain and sale deed conveying to Ada County Farmers Irrigation Company, a corporation, the following property in Ada County, Idaho, to-wit:- The perpetual right to the use of one thousand (1000) miner's inches continuous flow

under four (4) inch pressure of the waters to be carried by said canal, known as the New York Canal, such water to be delivered in the main laterals that such shall be constructed by the party of the first part at such point or points as may be directed from time to time by second party, and in case delivery be desired at other points along said canal the users of the water to construct good and sufficient laterals to the canal at their own expense. Delivery of all water for irrigation purposes to be only during the irrigation season and sufficient water for domestic purposes of the canal patrons herein referred to, to be allowed to run in the canal throughout the year, except when unavoidably prevented by the elements or necessary canal repairs.

It is further agreed that annual maintenance for the operation and repair of said New York Canal chargeable to the water right hereby conveyed is hereby liquidated by the respective parties in the sum of thirty (30) cents per inch per annum for nine hundred (900) inches thereof, and one (1) dollar and twenty-five (25) cents per inch per annum for the remaining one hundred (100) inches thereof, the maintenance for said last one hundred (100) inches of water to begin when water is actually used, but not later than January 1, 1902; and first party agrees for itself and its successors in interest that they will perform such annual maintenance on behalf of the grantee and its successors for a period of ninety-nine (99) years, and in consideration thereof grantee and its successors in interest agrees

to pay annually to grantor and its successors in interest said maintenance charges. It is further ordered that said deed shall be delivered to grantee in consideration of the deed to one Charles Fifer heretofore placed in escrow at Capital State Bank of Idaho, Limited."

IN WITNESS WHEREOF, said party of the first part has hereunto through its officers duly authorized, set its corporate name and seal the day and year first above written.

(Signed) New York Canal Co., Ltd.,

By W. C. Annett,

President.

(SEAL)

Attest: EDWARD SMITH,
Secretary.

(CORPORATE SEAL)

State of Idaho)
) SS.
County of Ada)

On this 6th day of November, A. D., 1900, before me, Frank Herman, a notary public in and for said county, personally appeared W. C. Annett, personally known to me and known by me to be the President of the New York Canal Company, Limited,

and who has acknowledged to me that such corporation executed the within and foregoing instrument and that as President of said corporation he signed the same.

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

FRANK HERMAN,
Notary Public.

(SEAL)

(The foregoing deed is recorded in Book 35 at
page 131 Deed Records of Ada County, Idaho.)

No. 5.

WATER RIGHT DEED

THIS INDENTURE AND AGREEMENT, Made and entered into this 1st day of Sept., A. D. 1900, by and between New York Canal Company, Limited, (a corporation organized, existing and doing business in the State of Idaho, under and by virtue of the laws thereof), the party of the first part, and J. W. Brose, of the County of Ada and State of Idaho, the party of the second part, WITNESSETH:

THAT WHEREAS, By virtue of the Charter of first party and its By-laws, first party is authorized to dispose of the rights to the user of water that shall flow in its canal, now constructed in the County of Ada, to other than Stockholders in the said Corporation, in consideration of water rights, ditches or other improvements to become a part of such canal property.

AND WHEREAS, Second party is the owner of a certain claim to a water or power right, as secured by grant from one W. C. Bradoury, a prior grantor of a portion of said canal property, and it is deemed by first party to be to its best interest to quiet title to such claim of second party, and fully vest the same in first party.

NOW THEREFORE, In consideration of the sum of one (1) dollar, in hand paid to first party by second party, the receipt whereof is hereby acknowledged, and of the due execution and delivery by second party to one Charles Fifer, assignor of first party of

any and all such claim by second party, and of the stipulations herein contained, and the payments to be made, as hereinafter specified, first party has granted, bargained, sold and conveyed and by these presents does hereby grant, bargain, sell, convey and confirm unto the second party, his heirs, executors or administrators and assigns, the perpetual right to the use of one hundred and twenty-five (125) Miners inches, measured under four (4) inch pressure, of the waters of the said canal, as the same shall flow therein, from time to time, to be measured from a weir or in any such other manner as said first party may from time to time deem best, or in accordance with the law in such case made and provided, subject to the following terms, conditions and stipulations, to all of which, said second party does for himself, his heirs, executors or administrators and assigns agree:

1st. Said first party agrees on its part, to keep and maintain said canal in good order and condition, and in case of accident to or breach in, or damage to the same, to repair injury occasioned thereby, as soon as practicable and expedient.

2nd. That said water shall be delivered by said first party in the main laterals that shall be constructed by first party, at such point or points as may be designated from time to time by said second party, and in case delivery be desired at other points along said canal, the said Brose shall construct good and sufficient laterals to the main canal, at his own expense.

3rd. First party shall deliver such water for irrigation purposes during the irrigation season; and sufficient water for domestic use for second party, shall be allowed to run in the canal, by first party, throughout the year, except when unavoidably prevented by the elements, or necessary canal repairs or improvements. The manner of delivery, measuring and regulating the same to the second party, to be prescribed by first party, and at all times under its control, and all expense of connecting the laterals or means of distribution, desired by second party, with the said main canal or lateral, to be at the expense of second party, and other parties jointly, who may be receiving water at the same place as said second party.

4th. In case the canal of the said first party, or its laterals shall be unable to carry and distribute a volume of water equal to its estimated capacity, either from casual, or unforeseen or unavoidable accident, or if the volume of water prove insufficient from drouth or other causes beyond the control of first party, said first party shall not be liable in any way for the shortness or deficiency of supply occasioned by any such cause, and if by reason of any such cause or causes, the supply of water shall be insufficient at any time to furnish an amount of water equal to all the water covered or included by this grant, first party shall have the right to distribute such water as may flow into and through said canal and laterals,

pro-rata, to all persons entitled thereto, under any grant or contract from first party, and for the purpose of so doing, may establish and enforce such rules and regulations as it may deem necessary and expedient to protect the rights of all such grantors equally.

5th. This grant is made subject to all proper and necessary rules and regulations that shall be prescribed by first party, with reference to grantees generally, of rights to the user of water from the said canal.

6th. Second party hereby renises, waives and releases any and all claim and claims for loss or damage by reason of any leakage, seepage, overflow or breaks of said canal or laterals, and from any reservoirs or lakes of first party, upon any and all premises upon which second party shall use said water or any portion thereof (anything in any Statute Law or resclution to the contrary, notwithstanding). And does hereby grant, bargain, sell, convey and confirm, without further charge whatever, unto the said party of the first part, its successors and assigns forever, a right-of-way upon, across and over any of such lands, upon which said water shall be used (as aforesaid), for the purposes of excavating, constructing and maintaining such portions of said canal, its laterals and subsidiary canals as first party may desire to construct, excavate and maintain, with the right at all times, to ingreas and egress upon any and all such lands, to construct, excavate, operate and maintain, and keep in proper repair, such canals and laterals.

7th. The headgates, boxes, flumes, weirs or other arrangements through which the water hereby granted, shall be drawn from the said canal, shall be made and placed in position by first party, at the expense of second party, and other parties jointly, pro-rata, who may be receiving water at the same place as second party; and all parties receiving water through the same outlet shall be liable for the expense of keeping the same in good repair.

8th. Second party shall pay to first party, at the same date, and in the same manner, and subject to the same rules that other users of water from said canal for irrigation purposes generally, shall be required to pay,- a maintenance charge of thirty (30) cents per inch, for each of the maximum number of inches used by second party throughout the irrigation season.

9th. In case of failure, default or refusal of second party to comply with any of the stipulations or provisions in this instrument provided, and by second party to be kept and complied with, first party shall have the right, immediately, or at any time during such default or refusal, to refuse or cease to supply any and all such water hereby granted, until due compliance on the part of second party.

10th. The rights, privileges, obligations and duties herein referred to as extending to first and second parties, are hereby made to extend to and be binding upon the successors and assigns of first party, and the heirs, executors, administrators and assigns of second party.

IN WITNESS WHEREOF, The New York Canal Company, Ltd., has by authority of its Board of Directors, duly given by resolution thereof passed at a meeting regularly called and held at its office in Boise, Idaho, on 1st day of September A. D. 1900, caused these presents to be signed by its President and attested by its Secretary, with the seal of the Corporation attached.

And the second party has set his hand on the day and year first above written.

(Signed) New York Canal Co., Ltd.

By W. C. Annett,
President.

(SEAL)

Attest:

Edward Smith,
Secretary.

(Signed) J. W. Brose

Party of the second part.

State of Idaho.)
) SS.
County of Ada)

On this third day of September in the year A. D. 1900, before me John L. Miday, a notary public in and for said County personally appeared W. C. Annett, personally known to me and known by me to be the President of the New York Canal Company, Limited, and who acknowledged to me that such corporation executed

the within and foregoing instrument, and that as President,
he signed 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.

(Signed) John L. Niday,

Notary Public.

State of Idaho)
) SS.
County of Ada)

On this 3rd day of September in the year A. D. 1900,
before me John L. Niday, a notary public in and for said County,
personally appeared J. W. Brose, known to me to be the person
whose name is subscribed to the within instrument, and who ac-
knowledged 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.

(Signed) John L. Niday,

Notary Public.

(The foregoing deed is recorded in Book 36, page
526 of the Deed Records of Ada County, Idaho.)

No. 6.

WATER RIGHT DEED

THIS INDENTURE AND AGREEMENT, Made and entered into this 1st day of September, A. D. 1900, by and between New York Canal Company, Limited, (a corporation organized, existing and doing business in the State of Idaho, under and by virtue of the laws thereof), the party of the first part and I. N. Hall, of the County of Ada and State of Idaho, the party of the second part, WITNESSETH:

THAT WHEREAS, By virtue of the Charter of first party and its By-laws first party is authorized to dispose of the rights to the user of water that shall flow in its canal, now constructed in the County of Ada, to other than stockholders in the said Corporation, in consideration of water rights, ditches or other improvements to become a part of such canal property.

AND WHEREAS, Second party is the owner of a certain claim to a water or power right, as secured by grant from one W. C. Bradbury, a prior grantor of a portion of said canal property, and it is deemed by first party to be to its best interest to quiet title to such claim of second party, and fully vest the same in first party.

NOW THEREFORE, In consideration of the sum of one (1) dollar, in hand paid to first party by second party, the receipt whereof is hereby acknowledged, and of the due execution and delivery by second party to one Charles Fifer, assignor of first party of any

and all such claim by second party, and of the stipulations herein contained, and the payments to be made, as herein specified, first party has granted, bargained, sold and conveyed, and by these presents does hereby grant, bargain, sell, convey and confirm unto the second party, his heirs, executors or administrators and assigns, the perpetual right to the use of one hundred and twenty-five (125) Miner's inches measured under a four (4) inch pressure, of the waters of the said canal, as the same shall flow therein, from time to time, to be measured from a weir, or in any such other manner as said first party may from time to time deem best, or in accordance with the law in such case made and provided, subject to the following terms, conditions and stipulations, to all of which, said second party does for himself, his heirs, executors, or administrators and assigns, agree:

1st. Said first party agrees on its part, to keep and maintain said canal in good order and condition, and in case of accident to, or break in, or damage to the same, to repair injury occasioned thereby, as soon as practicable and expedient.

2nd. Said water shall be delivered by said first party in the main laterals that shall be constructed by first party, at such point or points as may be designated from time to time by said second party; and in case delivery be desired at other points along said canal, the said I. N. Hall, shall construct good and sufficient laterals to the main canal, at his own expense.

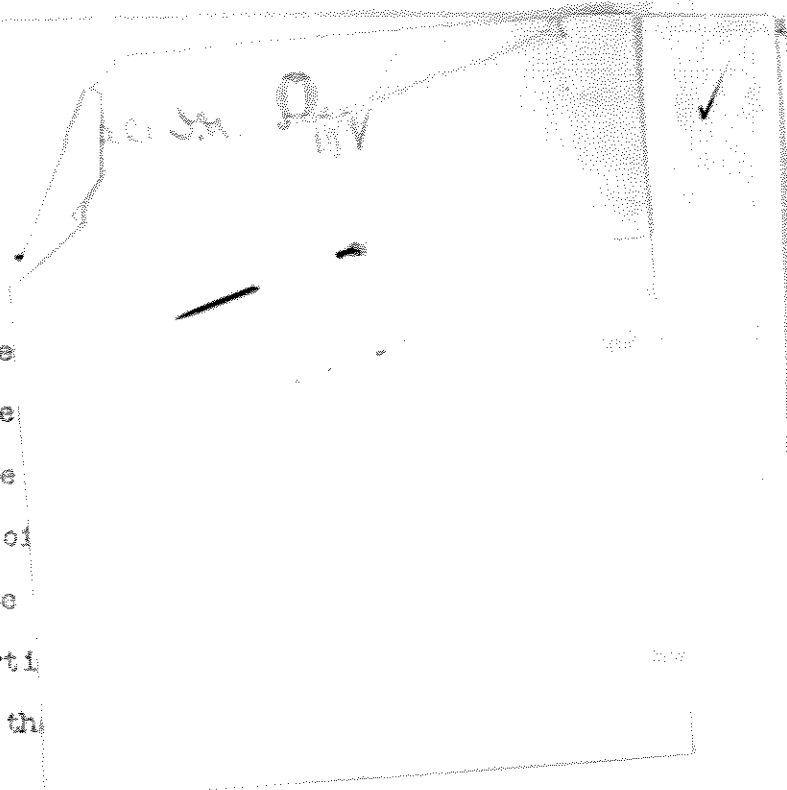
3rd. First party shall deliver such water for irrigation purposes during the irrigation season; and sufficient water for domestic use for second party, shall be allowed to run in the canal, by first party, throughout the year, except when unavoidably prevented by the elements, or necessary canal repairs or improvements. The manner of delivery, measuring and regulating the same to second party, to be prescribed by first party, and at all times under its control, and all expense of connecting the laterals or means of distribution desired by second party, with the said main canal or lateral, to be at the expense of second party, and other parties jointly, who may be receiving water at the same place as said second party.

4th. In case the canal of the said first party, or its laterals shall be unable to carry and distribute a volume of water equal to its estimated capacity, either from casual or unforeseen or unavoidable accident, or if the volume of water prove insufficient from drought or other causes beyond the control of first party, said first party shall not be liable in any way for the shortness or deficiency of supply occasioned by any such cause, and if by reason of any such cause or causes, the supply of water shall be insufficient at any time to furnish an amount of water equal to all the water covered or included by this grant, first party shall have the right to distribute such water as may flow into and through said canal and laterals, pro-rata, to all persons entitled thereto, under any grant or contract from first

party, and for the purpose of so doing, may establish and enforce such rules and regulations as it may deem necessary and expedient to protect the rights of all such grantors equally.

5th. This grant is made subject to all proper and necessary rules and regulations that shall be prescribed by first party, with reference to grantees generally, of rights to the user of water from the said canal.

6th. Second party hereby remises, waives and releases any and all claim and claims for loss or damage, by reason of any leakage, seepage, overflow or breaks of said canal or laterals, and from any reservoirs or lakes of first party, upon any and all premises, upon which second party shall use said water or any portion thereof, (anything in any Statute law or resolution, to the contrary notwithstanding) and does hereby grant, bargain, sell, convey and confirm without further charge whatever, unto the said party of the first part, its successors and assigns forever, a right-of-way upon, across and over any of such lands, upon which said water shall be used (as aforesaid), for the purposes of excavating, constructing and maintaining such portions of said canal, its laterals and subsidiary canals as first party may desire to construct, excavate and maintain, with the right at all times, to ingress and egress upon any and all such lands, to construct, excavate, operate and maintain, and keep in proper repair, such canal and laterals.



7th. The headgate, boxe
ments, through which the wate
from the said canal, shall be
first party, at the expense of
jointly, pro-rata, who may be
as second party, and all parti
outlet, shall be liable for the
good repair.

8th. Second party shall pay first party, at the same date,
and in the same manner, and subject to the same rules, that
other users of water from said canal for irrigation purposes,
generally, shall be required to pay,- a maintenance charge, of
thirty (30) cents per inch, for each of the maximum number of
inches used by second party throughout the irrigation season.

9th. In case of failure, default or refusal of second party
to comply with any of the stipulations or provisions in this in-
strument provided, and by second party to be kept and complied
with, first party shall have the right, immediately, or at any
time during such default or refusal, to refuse or cease to supply
any and all such water hereby granted, until due compliance on
the part of second party.

10th. The rights, privileges, obligations and duties, herein
referred to, as extending to first and second parties, are here-
by made to extend to and be binding upon the successors and assigns

7th. The headgate, boxes, flumes, weirs or other arrangements, through which the water hereby granted, shall be drawn from the said canal, shall be made and placed in position by first party, at the expense of second party, and other parties, jointly, pro-rata, who may be receiving water at the same place as second party, and all parties receiving water through the same outlet, shall be liable for the expense of keeping the same in good repair.

8th. Second party shall pay first party, at the same date, and in the same manner, and subject to the same rules, that other users of water from said canal for irrigation purposes, generally, shall be required to pay,- a maintenance charge, of thirty (30) cents per inch, for each of the maximum number of inches used by second party throughout the irrigation season.

9th. In case of failure, default or refusal of second party to comply with any of the stipulations or provisions in this instrument provided, and by second party to be kept and complied with, first party shall have the right, immediately, or at any time during such default or refusal, to refuse or cease to supply any and all such water hereby granted, until due compliance on the part of second party.

10th. The rights, privileges, obligations and duties, herein referred to, as extending to first and second parties, are hereby made to extend to and be binding upon the successors and assigns

of first party, and the heirs, executors, administrators and assigns of second party.

IN WITNESS WHEREOF, The New York Canal Company, Limited, has by authority of its Board of Directors, duly given by resolution thereof, passed at a meeting regularly called and held at its office, in Boise, Idaho, on the first day of September, A. D. 1900, caused these presents to be signed by its President and attested by its Secretary, with the seal of the Corporation attached.

And second party has set his hand on the day and year first above written.

(Signed) New York Canal Co., Ltd.,

By W. C. ANNETT,

President.

(SEAL)

Attest: ED. SMITH,

Secretary.

(Signed) I. N. HALL,

Party of the second part.

State of Idaho)
) SS.
County of Ada)

On this 9th day of March in the year A. D. 1901, before me, Judson Spofford, a notary public in and for said County,

personally appeared W. C. Annett, personally known to me, and known by me to be the President of the New York Canal Company, Limited, and who acknowledged to me that such corporation executed the within and foregoing instrument, and that as President, he signed 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.

(Signed) Judson Spofford

Notary Public.

State of Idaho)
) SS.
County of Ada)

On this 9th day of March, in the year A. D. 1901, before me, Judson Spofford, a Notary Public in and for said County, personally appeared I. N. Hall, known to me to be the person whose name is subscribed to the within instrument, and who 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.

(Signed) Judson Spofford

Notary Public.

(The foregoing deed is recorded in Book 35, page
453 of Deed Records of Ada County, Idaho.)

No. 7.

WATER RIGHT DEED

THIS INDENTURE, made and entered into on this 21st day of December, A. D. 1900, by and between New York Canal Company (Ltd.) (a Corporation organized, existing and doing business in the State of Idaho, under and by virtue of the laws thereof), party of the first part, and A. H. Eagleson, of Ada County, Idaho, party of the second part, WITNESSETH:

THAT WHEREAS, under date of the 11th day of October, A. D. 1899, first party entered into a contract with one Charles Fifer, of Ada County, Idaho, by the terms of which, as part consideration for the transfer of said Charles Fifer to first party, of his option on the canal property of the Farmers Canal Company, (Ltd.), of Ada County, Idaho, and certain Power Rights claimed by individuals in the property of said last named Company; and an option on the Canal Property of the Ada County Farmers Irrigation Company, (Ltd.), of Ada County, Idaho, first party agreed to transfer and convey to said Charles Fifer, by good and sufficient deed, a perpetual right to the free user of Five Hundred (500) inches of water, measured under a four (4) inch pressure, as the same shall flow in the canal of first party, subject to terms and conditions in said agreement set forth.

AND WHEREAS, under date of December 26th, A. D. 1899, second party became, and now is the assignee of said Charles Fifer's

interests in the said agreement, to the extent of One Hundred and Forty-two and six-seventh (142-6/7) miners inches of such water, to be conveyed as aforesaid; and the said Charles Fifer has satisfactorily performed the obligations in said agreement by him to be kept and performed.

NOW THEREFORE, in consideration of the sum of one (1) dollar, in hand paid to first party by second party, the receipt whereof is hereby acknowledged, and of the heretofore executed performance on the part of said Charles Fifer of the said obligations by him kept and performed, as aforesaid, first party has this day granted, bargained, sold, and conveyed, and by these presents does hereby grant, bargain, sell, and convey and confirm unto second party the following described property in Ada County, Idaho, to-wit:-

The perpetual right to the use of One Hundred and Forty-two and six-seventh (142-6/7) miners inches, continuous flow, under four (4) inch pressure of the water to be carried by said canal known as the New York Canal, such water to be delivered in the main laterals that shall be constructed by party of the first part, at such point or points as may be designated from time to time by second party, and in case delivery be desired at other points along said canal, the users of the water to construct good and sufficient laterals to the canal, at their own expense: Delivery of all water for irrigation purposes to be only during the irrigation season:- and sufficient water for domestic purposes of the Canal patrons herein referred to, to be allowed to run in the

canal throughout the year, except when unavoidably prevented by the elements, improvements of necessary canal repairs.

IT IS FURTHER AGREED, that the annual maintenance for the operation and repair of said New York Canal chargeable to the water right hereby conveyed, is hereby liquidated by the respective parties at the sum of thirty (30) cents per inch, per annum; and the first party agrees for itself and its successors in interest that it will perform such annual maintenance on behalf of grantee and his successors in interest for the period of ninety-nine (99) years;

And in consideration thereof, grantee and his successors in interest agree to pay annually to grantor and its successors in interest, said maintenance charges, the same to be paid on or before November 1st, in each year.

TO HAVE AND TO HOLD, all and singular the said premises unto the said party of the second part, and to his heirs, executors, administrators, and assigns forever.

This deed and agreement herein contained is executed pursuant to a resolution duly adopted by the Board of Directors of first party, at meeting held at its principal place of business, at Boise City, Idaho, December _____ A. D. 1900, a copy of which is as follows, to-wit:

BE IT RESOLVED: That the President of this Corporation be, and he is hereby authorized and directed to execute, acknowledge and deliver in the name of said Corporation, duly attested by

its Corporate Seal, a Bargain and Sale Deed, conveying to A. H. Eagleson the following described property in Ada County, Idaho, to-wit:-

A perpetual right to the use of one hundred and forty-two and six-seventh ($142\frac{6}{7}$) miners inches, continuous flow, under four (4) inch pressure of the waters to be carried by said canal, known as the "New York Canal", such water to be delivered in the main laterals that shall be constructed by the said party of the first part, at such point or points as may be designated from time to time by second party, and in case delivery be desired at other points along said canal, the users of the water to construct good and sufficient laterals to the canal at their own expense;

Delivery of all water for irrigation purposes to be only during the irrigation season, and sufficient water for domestic purposes of the canal patrons, herein referred to, to be allowed to run in the canal throughout the year, except when unavoidably prevented by the elements, improvements or necessary canal repairs.

IT IS FURTHER AGREED, that the annual maintenance for the operation and repair of said New York Canal chargeable to the water right hereby conveyed, is hereby liquidated by the respective parties at the sum of thirty (30) cents per inch, per annum; and first party agrees for itself and its successors in interest, that it will perform such annual maintenance on behalf of grantee.

and his successors in interest for the period of ninety-nine (99) years; and in consideration thereof grantee and his successors in interest agree to pay annually to grantor and its successors in interest said maintenance charges.

IT IS FURTHER directed that said deed shall be delivered to grantee in consideration of the executed performance on the part of Charles Fifer of the obligations by him kept and performed, pursuant to a certain contract entered into between this Corporation and said Charles Fifer on the 11th day of October, A. D. 1899, which interests of the said Charles Fifer were by him heretofore duly assigned to said A. H. Eagleson to the extent of the water right hereby conveyed.

IN WITNESS WHEREOF, said party of the first part has hereunto through its officers, duly authorized, set its Corporate name and seal, on day and year first above written.

NEW YORK CANAL CO. (Ltd.)

(Signed)
By W. C. Annett,
President.

(SEAL)

Attest:

(Signed) Edw. Smith,
Secretary.

State of Idaho }
County of Ada } SS.

On this 24th day of December, A. D. 1900, before me Frank Herman, a Notary Public in and for said County, personally appeared W. C. Annett, personally known to me and known by me to be the President of the New York Canal Company (Ltd.) and who acknowledged to me that said Corporation executed the within and foregoing instrument, and that as President he signed the same.

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

(Signed) Frank Herman
Notary Public.

(The foregoing deed is recorded in Book 35, page
159 of the Deed Records of Ada County, Idaho.)

No. 8.

WATER RIGHT DEED

THIS INDENTURE AND AGREEMENT, Made and entered into on this 17th day of December, A. D. 1900, by and between New York Canal Company (Ltd.), (a corporation organized, existing and doing business in the State of Idaho, under and by virtue of the laws thereof), party of the first part, and H. E. Neal, of Ada County, Idaho, party of the second part, WITNESSETH:

THAT WHEREAS, By virtue of the Charter of first party and its By-laws, first party is authorized to sell and dispose of the rights to the user of water that shall flow in its Canal, now constructed in the said County of Ada otherwise than by sales of its Stock, in consideration of Water-rights, Ditches and other Improvements to become a part of said Canal property.

AND WHEREAS, Under date of the 11th, day of October, A. D. 1899, first party entered into a contract with one Charles Fifer, of Ada County, Idaho, by the terms of which, as part consideration for the transfer by said Charles Fifer to first party, of his option on the Canal property of the Farmers Canal Company (Ltd.), of Ada County, Idaho, and certain Power Rights claimed by individuals in the property of said last named Company; and an option on the Canal property of the Ada County Farmers Irrigation Company (Ltd.), of Ada County, Idaho, first party agreed to transfer and convey to said Charles Fifer, by good and sufficient deed, a perpetual right to the free user of Five Hundred (500) inches of

water, measured under a four (4) inch pressure, as the same shall flow in the Canal of first party, subject to terms and conditions in said agreement set forth.

AND WHEREAS, Under date of December 26th, A. D. 1899, second party became, and is now the assignee of said Charles Fifer's interests in the said agreement to the extent of eighty-five (85) inches of such water, to be conveyed as aforesaid; and the said Charles Fifer has satisfactorily performed the obligations in said agreement by him to be kept and performed.

NOW THEREFORE, In consideration of the sum of one (1) dollar in hand paid to first party by second party, the receipt whereof is hereby acknowledged, and of the heretofore executed performance on the part of said Charles Fifer of the said obligations by him kept and performed, as aforesaid, first party has granted, bargained, sold and conveyed, and by these presents does hereby grant, bargain, sell, convey and confirm unto second party the perpetual right to the use of Eighty-five (85) inches, continuous flow, measured under a four inch (4) pressure of the water to be carried by said Canal of first party, free of all charge, save and except an annual maintenance fee of Thirty (30) cents per inch, for each inch of such water used annually by second party, payment to be made on or before Nov. 1st, each year as maintenance for such year. Such water to be delivered in the main laterals that shall be constructed by the builders of the canal, at such point or points as may be designated from time to time by second party,

and in case delivery be desired at other points along said canal, the users of the water to construct good and sufficient laterals to the canal, at their own expense. Delivery of all water for irrigation purposes to be only during irrigation season of each year, as the same shall be established by law:- sufficient water for domestic purposes of the users thereof to be allowed to run in the canal throughout the year, except when unavoidably prevented by the elements, improvements or necessary canal repairs.

The rights, privileges, obligations, and duties herein referred to as extending to first and second parties, are hereby made to extend to and be binding upon the successors and assigns of first party, and the heirs, executors, administrators and assigns of second party.

IN WITNESS WHEREOF, The New York Canal Company (Ltd.) has by authority of its Board of Directors duly given by resolution thereof passed at a meeting regularly called and held at its office in Boise, Idaho, on the 17th day of December, A. D. 1900, caused these presents to be signed by its President and attested by its Secretary, with the Seal of the Corporation attached thereto.

(Signed) New York Canal Co.

By W. C. Annett,
President.

Attest: Edward Smith,
Secretary.

State of Idaho)
) SS.
County of Ada)

On this 21st day of December, A. D. 1900, before me Frank Herman, a notary public in and for said County, personally appeared W. C. Annett, personally known to me and known by me to be the President of the New York Canal Company (Ltd.) and who acknowledged to me that said Corporation executed the within and foregoing instrument and that as President he signed the same.

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

(Signed) Frank Herman,
Notary Public.

(The foregoing deed is recorded in Book 35, page
188 of the Deed Records of Ada County, Idaho.)

No. 9.

WATER RIGHT DEED

THIS INDENTURE AND AGREEMENT, Made and entered into on this 17th day of December, A. D. 1900, by and between New York Canal Company (Ltd.) (a corporation organized, existing and doing business in the State of Idaho, under and by virtue of the laws thereof) party of the first part, and W. C. Annett, of Ada County, Idaho, party of the second part, WITNESSETH:

THAT WHEREAS, By virtue of the Charter of first party and its By-laws, first party is authorized to sell and dispose of the rights to the user of water that shall flow in its Canal, now constructed in the said County of Ada otherwise than by sales of its stock, in consideration of Water-Rights, Ditches and other Improvements to become a part of said Canal property.

AND WHEREAS, under date of the 11th, day of October, A. D. 1899, first party entered into a contract with one Charles Fifer, of Ada County, Idaho, by the terms of which, as part consideration for the transfer by said Charles Fifer to first party, of his option on the Canal Property of the Farmers Canal Company (Ltd.), of Ada County, Idaho, and certain Power Rights claimed by individuals in the property of said last named company; and an option on the Canal Property of the Ada County Farmers Irrigation Company (Ltd.), of Ada County, Idaho, first party agreed to transfer and convey to said Charles Fifer, by good and sufficient deed, to a perpetual right to the free user of Five hundred (500) inches of

water, measured under a four (4) inch pressure, as the same shall flow in the Canal of first party, subject to terms and conditions in said agreement set forth.

AND WHEREAS, Under date of December 26th, A. D. 1899, second party became and is now the assignee of said Charles Fifer's interests in the said agreement to the extent of Two hundred and five-seventh ($200\text{-}\frac{5}{7}$) inches of such water, to be conveyed as aforesaid; and the said Charles Fifer has satisfactorily performed the obligations in said agreement by him to be kept and performed.

NOW THEREFORE, In consideration of the sum of one (1) dollar in hand paid to first party by second party, the receipt whereof is hereby acknowledged, and of the heretofore executed performance on the part of said Charles Fifer of the said obligations by him kept and performed, as aforesaid, first party has granted, bargained, sold and conveyed, and by these presents does hereby grant, bargain, sell, convey and confirm unto second party the perpetual right to the use of Two hundred and Five-seventh ($200\text{-}\frac{5}{7}$) inches, continuous flow, measured under a four (4) inch pressure of the water to be carried by said Canal of First party, free of all charge, save and except an annual maintenance fee of Thirty (30) cents per inch, for each inch of such water used annually by second party; payment on or before Nov. 1st of each year as maintenance for such year, such water to be delivered in the main laterals that shall be constructed by the builders of the canal, at such point or points as may be designated from time to time by

second party, and in case delivery be desired at other points along said canal, the users of the water to construct good and sufficient laterals to the canal, at their own expense. Delivery of all water for irrigation purposes to be only during irrigation season of each year, as the same shall be established by law; - sufficient water for domestic purposes of the users thereof to be allowed to run in the canal throughout the year, except when unavoidably prevented by the elements, improvements or necessary canal repairs.

The rights, privileges, obligations, and duties herein referred to as extending to first and second parties, are hereby made to extend to and be binding upon the successors in assigns of first party, and the heirs, executors administrators and assigns of second party.

IN WITNESS WHEREOF, The New York Canal Company (Ltd.) has by authority of its Board of Directors duly given by resolution thereof, passed at a meeting regularly called and held at its office in Boise, Idaho, on the 17th day of December, A. D. 1900, caused these presents to be signed by its President and attested by its Secretary, with the Seal of the Corporation attached thereto.

(Signed) NEW YORK CANAL CO.

By W. C. Annett,

President.

Attest: Edward Smith,

Secretary.

State of Idaho)
) SS.
County of Ada)

On this 21st day of December, A. D. 1900, before me, Frank Herman, a notary public in and for said County, personally appeared W. C. Annett, personally known to me and known by me to be the President of the New York Canal Company (Ltd.), and who acknowledged to me that said corporation executed the within and foregoing instrument and that as President he signed the same.

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

(Signed) Frank Herman

Notary Public.

(The foregoing Deek is recorded in Book 35, page
155 of the Deed Records of Ada County, Idaho.)

No. 10.

WATER RIGHT DEED

THIS INDEMNITY, Made and entered into on this 21st day of December, A. D. 1900, by and between New York Canal Company, (Ltd.) (a Corporation organized, existing and doing business in the State of Idaho, under and by virtue of the laws thereof) party of the first part, and C. J. Hale, of Ada County, Idaho, party of the second part, WITNESSETH:

THAT WHEREAS, Under date of the 11th day of October, A. D. 1899, first party entered into a contract with one Charles Fifer, of Ada County, Idaho, by the terms of which, as part consideration for the transfer by said Charles Fifer to first party, of his option on the Canal Property of the Farmers Canal Company (Ltd) of Ada County, Idaho, and certain Power Rights claimed by individuals in the property of said last named Company; and an option on the Canal Property of the Ada County Farmers Irrigation Company (Ltd.) of Ada County, Idaho, first party agreed to transfer and convey to said Charles Fifer, by good and sufficient Deed, a perpetual right to the free user of Five Hundred (500) inches of Water, measured under a four inch (4) pressure, as the same shall flow in the Canal of first party, subject to terms and conditions in said agreement set forth.

AND WHEREAS, Under date of December 26th, A. D. 1899, second party became, and now is the assignee of said Charles Fifer's interests in the said agreement, to the extent of Seventy-

one and three-sevenths ($71\text{-}\frac{3}{7}$) miners inches of such water, to be conveyed as aforesaid; and the said Charles Fifer has satisfactorily performed the obligations in said agreement by him to be kept and performed.

NOW THEREFORE, In consideration of the sum of one (1) dollar in hand paid to first party by second party, the receipt whereof is hereby acknowledged, and of the heretofore executed performance on the part of said Charles Fifer of the said obligations by him kept and performed, as aforesaid, first party has this day granted, bargained, sold and conveyed, and by these presents does hereby grant, bargain, sell and convey and confirm unto second party the following described property in Ada County, Idaho, to-wit:

The perpetual right to the use of Seventy-one and three-sevenths ($71\text{-}\frac{3}{7}$) miners inches, continuous flow, under four (4) inch pressure of the water to be carried by said Canal known as the New York Canal, such water to be delivered in the main laterals that shall be constructed by party of the first part, at such point, or points as may be designated from time to time by second party,- and in case delivery be desired at other points along said canal, the users of the water to construct good and sufficient laterals to the canal, at their own expense; delivery of all water for irrigation purposes to be only during the irrigation season:- and sufficient water for domestic purposes of the canal patrons herein referred to, to be allowed to run in the canal

throughout the year, except when unavoidably prevented by the elements, improvements or necessary canal repairs.

IT IS FURTHER AGREED, That the annual maintenance for the operation and repair of said New York Canal, chargeable to the water right hereby conveyed, is hereby liquidated by the respective parties at the rate of thirty (30) cents per inch, per annum; and first party agrees for itself and its successors in interest, that it will perform such annual maintenance on behalf of grantee and his successors in interest for the period of ninety-nine (99) years:

And in consideration thereof, grantee and his successors in interest agree to pay annually to grantor and its successors in interest, said maintenance charges, the same to be paid on or before November 1st, in each year.

TO HAVE AND TO HOLD, All and singular the said premises unto the said party of the second part and to his heirs, executors, administrators and assigns forever.

This deed and agreement herein contained, is executed pursuant to a resolution duly adopted by the Board of Directors of first party, at a meeting held at its principal place of business, at Boise City, Idaho, December, _____, A. D. 1900, a copy of which is as follows, to-wit:

"BE IT RESOLVED: That the President of this Corporation be, and he is hereby authorized and directed to execute, acknowledge and deliver in the name of said corporation, duly attested by its

Corporate Seal, a Bargain and Sale Deed, conveying to C. J. Hale the following described property, in Ada County, Idaho, to-wit:

A perpetual right to the use of Seventy-one and three-sevenths (71-3/7) miners inches, continuous flow, under four (4) inch pressure of the waters to be carried by said Canal, known as the 'New York Canal,' such water to be delivered in the main laterals that shall be constructed by the party of the first part, at such point or points as may be designated from time to time by second party, and in case delivery be desired at other points along said canal, the users of the water to construct good and sufficient laterals to the Canal, at their own expense:

Delivery of all water for irrigation purposes to be only during the irrigation season, and sufficient water for domestic purposes of the canal patrons herein referred to, to be allowed to run in the Canal throughout the year, except when unavoidably prevented by the elements, improvements or necessary Canal repairs.

IT IS FURTHER AGREED, That the annual maintenance for the operation and repair of said New York Canal, chargeable to the water right hereby conveyed, is hereby liquidated by the respective parties, at the sum of thirty (30) cents per inch, per annum; and first party agrees for itself and its successors in interest, that it will perform such annual maintenance on behalf of grantee and his successors in interest, for the period of ninety-nine (99) years; and in consideration thereof, grantee and his successors in interest agree to pay annually to grantor and its successors in interest, said maintenance charges.

IT IS FURTHER DIRECTED, That said deed shall be delivered to grantees in consideration of the executed performance on the part of Charles Fifer of the obligations by him kept and performed, pursuant to a certain contract entered into between this Corporation and said Charles Fifer, on the 11th, day of October, A. D. 1899, which interests of the said Charles Fifer were by him heretofore duly assigned to said C. J. Hale, to the extent of the water right hereby conveyed.

IN WITNESS WHEREOF, Said party of the first part has hereunto through its officers, duly authorized, set its Corporate name and seal, on day and year first above written.

(Signed) NEW YORK CANAL CO., Ltd.

By W. C. Annett,
President.

(SEAL)

Attest:

(Signed) Edwd. Smith,

Secretary.

State of Idaho)
) SS.
County of Ada)

On this 24th day of December A. D. 1900, before me Frank Herman, a Notary Public in and for said County, personally appeared W. C. Annett, personally known to me and known by me

to be the President of the New York Canal Company (Ltd.) and who acknowledged to me that said Corporation executed the within and foregoing instrument, and that as President, he signed the same .

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

(Signed) Frank Herman,

Notary Public.

(The foregoing Deed is recorded in Book 35, page
295 of the Deed Records of Ada County, Idaho.)

No. 11.

WATER RIGHT DEED

THIS INDENTURE AND AGREEMENT made and entered into on this 10th day of January, A. D. 1901, by and between New York Canal Company (Ltd.) (a corporation organized, existing and doing business in the State of Idaho, under and by virtue of the Laws thereof), party of the first part, and H. P. Ustick, of Ada County, Idaho, party of the second part, WITNESSETH:

THAT WHEREAS, by virtue of the charter of first party and its By-laws, first party is authorized to sell and dispose of the rights to the user of water that shall flow in its canal, now constructed in the said County of Ada otherwise than by sales of its stock, in consideration of Water-Rights, Ditches and other Improvements to become a part of said canal property.

AND WHEREAS under date of the 11th day of October, A. D. 1899, first party entered into a contract with one Charles Fifer, of Ada County, Idaho, by the terms of which, as part consideration for the transfer by said Charles Fifer to first party, of his option on the Canal Property of the Farmers Canal Company, (Ltd.), of Ada County, Idaho, and certain power rights claimed by individuals in the property of said last named Company; and an option on the Canal Property of the Ada County Farmers Irrigation Company (Ltd.), of Ada County, Idaho, first party agreed to transfer and convey to said Charles Fifer, by good and

sufficient deed, a perpetual right to the free user of fifty-three (53) inches of water, measured under a four (4) inch pressure, as the same shall flow in the Canal of first party, subject to the terms and conditions in said agreement set forth.

AND WHEREAS under date of December 26th, A. D. 1899, second party became, and is now the assignee of said Charles Fifer's interests in the said agreement, to the extent of Fifty-three (53) inches of such water, to be conveyed as aforesaid; and the said Charles Fifer has satisfactorily performed the obligations in said agreement by him to be kept and performed.

NOW THEREFORE, in consideration of the sum of one (1) dollar in hand paid to first party by second party, the receipt whereof is hereby acknowledged, and of the heretofore executed performance on the part of said Charles Fifer of the said obligations by him kept and performed, as aforesaid, first party has granted, bargained, sold and conveyed, and by these presents does hereby grant, bargain, sell, convey and confirm unto second party the perpetual right to the use of Fifty-three (53) inches, continuous flow, measured under a four (4) inch pressure of the water to be carried by said Canal of first party, free of all charge, save and except an annual maintenance fee of Thirty (30) cents per inch, for each inch of such water used annually by second party:- payment to be made on or before Nov. 1st, of each year, as maintenance for such year; such water to be delivered in the main laterals that shall be constructed by the builders of the canal, at

such point or points as may be designated from time to time by second party,- and in case delivery be desired at other points along said canal, the users of the water to construct good and sufficient laterals to the canal, at their own expense. Delivery of all water for irrigation purposes to be only during irrigation season of each year, as the same shall be established by law:- sufficient water for domestic purposes of the users thereof to be allowed to run in the canal throughout the year, except when unavoidably prevented by the elements, improvements or necessary canal repairs.

The rights, privileges, obligations and duties herein referred to as extending to first and second parties, are hereby made to extend to and be binding upon the successors and assigns of first party, and the heirs, executors, administrators and assigns of second party.

IN WITNESS WHEREOF, the New York Canal Company (Ltd.) has by authority of its Board of Directors duly given by resolution thereof, passed at a meeting regularly called and held at its office in Boise, Idaho, on the 10th day of January, A. D. 1901, caused these presents to be signed by its President and attested by its Secretary, with the Seal of the Corporation attached thereto.

(Signed) NEW YORK CANAL CO. Ltd.

By W. C. Annett,

President.

Attest: (Signed) Edwd. Smith,

Secretary.

State of Idaho)
) SS.
County of Ada)

On this 11th day of January, A. D. 1901 before me,
Frank Herman, a notary public in and for said County, personally
appeared W. C. Annett, personally known to me and known by me to
be the President of the New York Canal Company (Ltd.) and who
acknowledged to me that said Corporation executed the within and
foregoing instrument, and that as President he signed the same.

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

(Signed) Frank Herman

Notary Public.

(The foregoing deed is recorded in Book 35, page
200 of the Deed Records of Ada County, Idaho.)

No. 12.

WATER RIGHT DEED.

THIS INDENTURE, Made and entered into on this 30th day of January, A. D. 1901, by and between New York Canal Company, (Ltd). (a corporation organized, existing and doing business in the State of Idaho, under and by virtue of the laws thereof) party of the first part, and W. W. Lynch, of Ada County, Idaho, party of the second part, WITNESSETH:

THAT WHEREAS, Second party is the owner of a certain claim to a water or power right, as secured by grant from one W.C. Bradbury, a prior grantor of a portion of the canal property of first party, situate in Ada County, Idaho, and it is deemed by first party to be to its best interest to quiet title to such claim of second party, and fully vest the same in first party.

NOW THEREFORE: In consideration of the sum of one (1) dollar, in hand paid to first party by second party, the receipt whereof is hereby acknowledged, and of the due execution and delivery by second party to first party, of a good and sufficient quit claim deed of conveyance, conveying to first party such claim of water or power right, and the whole thereof, first party has granted, bargained, sold and conveyed, and by these presents does hereby grant, bargain, sell, convey and confirm unto second party the following described property, situate in Ada County, Idaho, to-wit:

The perpetual right to the use of ninety (90) miners inches, continuous flow, measured under four inch (4) pressure, of the waters to be carried by said canal, known as the "New York Canal",

such water to be delivered in the main laterals that shall be constructed by first party, at such point or points as may be designated from time to time by second party, - and in case delivery be desired at other points along said canal, the users of the water to construct good and sufficient laterals to the canal, at their own expense. Delivery of all water for irrigation purposes to be only during the irrigation season, and sufficient water for domestic purposes of the users thereof, to be allowed to run in the canal throughout the year, except when unavoidably prevented by the elements, improvements or necessary canal repairs.

IT IS FURTHER AGREED that the annual maintenance for the operating and repair of said New York Canal chargeable to the water-right hereby conveyed, is hereby liquidated by the respective parties at the sum of thirty (30) cents per inch, per annum, and first party agrees for itself and its successors in interest that it will perform such annual maintenance on behalf of grantee and his successors in interest, for the period of ninety-nine (99) years.

And in consideration thereof, grantee and his successors in interest agree to pay annually to grantor and its successors in interest, said maintenance charges, the same to be paid on or before November 1st, in each year.

TO HAVE AND TO HOLD all and singular the said premises unto the said party of the second part, and to his heirs, executors, administrators and assigns, forever.

THIS deed and agreement herein contained, is executed pursuant to a resolution duly adopted by the Board of Directors of first party, at a meeting held at its principal place of business, at Boise City, Idaho, on the 30th day of January, A. D. 1901, a copy of which is as follows, to-wit:

BE IT RESOLVED: that the President of this Corporation be, and he is hereby authorized and directed to execute, acknowledge and deliver, in the name of said Corporation, duly attested by its Corporate Seal, a Bargain and Sale Deed, conveying to W.W. Lynch, the following described property, situate in Ada County, Idaho, to-wit:

A perpetual right to the use of ninety (90) Miners Inches, continuous flow, measured under four (4) inch pressure, of the waters to be carried by the canal of said Corporation, known as the "New York Canal", such water to be delivered in the main laterals that shall be constructed by the party of the first part, at such point or points as may be designated from time to time by second party, and in case delivery be desired at other points along said canal, the users of the water to construct good and sufficient laterals to the canal, at their own expense.

Delivery of all water for irrigation purposes to be only during the irrigation season, and sufficient water for domestic purposes of the users thereof, to be allowed to run in the canal throughout the year, except when unavoidably prevented by the elements, improvements or necessary canal repairs:

IT IS FURTHER AGREED: That the annual maintenance for the

operating and repair of said New York Canal, chargeable to the water right hereby conveyed, is hereby liquidated by the respective parties at the sum of thirty (30) cents per inch, per annum:- and first party agrees for itself and its successors in interest, that it will perform such annual maintenance on behalf of grantee and its successors in interest, for the period of ninety-nine(99) years, and in consideration thereof, grantee and his successors in interest, agree to pay annually to grantor and its successors in interest said maintenance charges.

IT IS FURTHER DIRECTED, that said deed shall be delivered to grantee, in consideration of the due execution and delivery of a good and sufficient quit claim deed of conveyance by grantee, conveying to first party all of his claim, right, title and interest in and to that certain water or power right, as secured by him by grant from one W. C. Bradbury, a prior grantor of a portion of said canal property."

IN WITNESS WHEREOF, Said party of the first part has hereunto, through its officers, duly authorized, set its Corporate Seal, on the day and date first above written.

(Signed) New York Canal Co. Ltd.

By W. C. Annett,

President.

Attest:

EDW'D SMITH,
Secretary.

State of Idaho.)
County of Ada.) SS.

On this 31 day of January A. D. 1901, before me Frank Herman a notary public in and for said county, personally appeared W. C. Annett, personally known to me, and known by me to be the President of the New York Canal Company, (Ltd) and who acknowledged to me that said Corporation executed the within and foregoing instrument, and that as President he signed the same.

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

(Signed) Frank Herman

The foregoing deed is recorded in Book 35 page 212 of the Deed Records of Ada County, Idaho.

No. 13.

THIS AGREEMENT, Made and entered into on this first day of Dec. A. D. 1902, by and between New York Canal Co. Ltd. a corporation organized, existing and doing business in Ada County, State of Idaho, by virtue of the laws of said State, party of the first part and D. R. Hubbard of Ada County, State of Idaho, party of the second part, WITNESSETH:-

THAT WHEREAS first party is the successor in interest of Idaho Mining and Irrigation Co. Ltd. a corporation, and through intermediate grants and conveyance, claims the right-of-way for said canal known as the New York Canal, beginning at the Southwesterly or terminus thereof as now completed and at a point near the center of Section 30, Township 3, N.R. 2 East B.M., and at or near the divide between the waters of Three Mile Creek and Five Mile Creek in Ada County, State of Idaho, and extending thence in a Southwesterly direction along the general course of the original survey and right of way for the main canal as surveyed and laid out by said Idaho Mining & Irrigation Co. Ltd. as shown by the maps and plats thereof filed in the United States Land Office at Boise, Idaho, to a point at or near the East line of Section 16, Township 2 North of Range 1, East, B.M. and being about the highest point between Ten Mile and Indian Creeks, along the said line of survey. AND

WHEREAS many of the Stockholders in said first party corporation, have no use for the water owned by them by virtue of their

holdings of stock therein under the said New York Canal as now completed and said first party corporation has not sufficient available means and no legal and satisfactory way for further extension of its said canal and such stockholders can use or dispose of their holdings as aforesaid to their advantage and profit by further construction of the canal or large lateral over said right of way as above specifically described. AND

WHEREAS said second party is desirous of constructing such canal or lateral along the said right-of-way and proposes so to do or cause the same to be done by a corporation heretofore formed for such purpose and known as the Idaho-Iowa Lateral and Reservoir Co. Ltd., or by some other corporation that he shall hereafter form and that in any event such stockholders shall be permitted to have the use of such canal, when constructed, for the conveyance of the waters to which they are entitled by virtue of their respective holdings in said New York Canal Co. Ltd. and upon the payment of suitable compensation therefor.

NOW THEREFORE in consideration on the premises and the sum of one dollar to first party in hand paid, the receipt whereof is hereby acknowledged and of the covenants and agreements hereinafter contained and by second party to be kept and complied with, first party agrees to, and does hereby lease, demise and let unto second party for a term of ninety nine years, all of its rights, claim, title and interest in and to the said right-of-way as hereinbefore specifically described, together with everything appurtenant or thereunto in anywise belonging, and that shall hereafter at-

tach by perfected titled, subject to the following reservations, to-wit:

THAT in the event that at any time within five years from date hereof, first party shall pay or tender to second party, the actual cost of the main canal or lateral that shall be constructed by second party upon said right-of-way, together with the interest then accrued on the actual cost of such construction, computed at the present legal rate of the State of Idaho, second party will execute and deliver to first party, good and sufficient legal documents, surrendering any and all claims on and to said right-of-way and canal or main lateral, as then constructed, together with all acquired or perfected right-of-way therefor, cancelling this lease and agreement and conveying such premises and the whole thereof, free and clear of all incumbrances whatsoever, except as against the government of the U. S. and the State of Idaho, to first party.

SECOND.

FIRST party further covenants and agrees that in the event that first party shall exercise its rights as contained and referred to in the foregoing reservation and second party shall comply with the requirements thereof and of the further covenants and agreements herein contained and by him to be kept and performed, first party will execute and deliver to second party a contract guaranteeing to second party, perpetually, or as nearly so as the same can be made under the laws of the State of Idaho, all rights of water carriage in and through the said canal or main lateral and delivery thereof, that shall then belong or attach

thereto, by virtue of the terms hereof and the construction of said canal or lateral by second party, together with all then developed water-power along the line of such canal or lateral so constructed by second party, with a view to the preservation to second party, of all rights and privileges thereto, that shall have legally accrued or attached by virtue of the terms hereof and a compliance by second party with the covenants and agreements herein contained and by him to be kept and performed, subject only to his proportionate share of maintenance of the said canal or lateral in its then condition or such as shall thereafter obtain by reason of enlargement thereof from time to time by first party, such proportion to constitute such portion of the annual cost of maintenance of said canal or lateral from time to time as the amount of water carried annually during the statutory irrigation season by second party shall bear to the total amount that shall be carried during such irrigation season annually when owned and controlled by first party, and subject to such other payments as required by the terms hereof.

THIRD.

FIRST party agrees to deliver, when required by second party, at the end of its canal as now completed and at its terminus hereinbefore more specifically set forth, beginning with the first day of Nov. of each year and ending with the first day of May of the following year, throughout the term of this lease or as nearly so as practicable, all waters claimed and owned by stockholders in

first party corporation, that shall be demanded by them or by a second party having a right to demand the same and such additional water as first party may conveniently deliver consistent with the rights and best interests of its stockholders and without danger or damage to its canal property and without infringement of the water-rights of other claimants, the same however, to in no event exceed the present maximum carrying capacity of said canal property, amounting to about 15000 miners inches, measured under a four inch pressure, less usual seepage and evaporation, as also during the statutory irrigation season of each year, such water as shall be claimed and owned by the Stockholders of first party corporation, who shall demand its delivery at the said present terminus of said New York Canal or as demanded by second party, by virtue of a legal right to make such demand.

IN consideration of the premises and of the foregoing covenants and agreements by first party to be kept and performed, second party agrees that he will, within two years from date hereof, complete the said proposed canal or main lateral to a carrying capacity of at least 6000 miners inches, measured under a four inch pressure, throughout the largest portion of said canal or lateral and to the end, that at least said amount of water may be delivered where required from said canal or lateral throughout the total length thereof.

SECOND.

THAT second party will sell to all persons, who shall be

owners of Capital Stock of said New York Canal Co. Ltd., and who shall desire and demand carriage for their water belonging to such New York Canal Stock through said lateral or main canal and who shall tender the cash, price to second party therefore, shares in the right of carriage of water through such lateral or main canal without discrimination and at the uniform price that he shall establish from time to time, so long as any such shares remain unsold and not beyond the total carriage capacity.

THIRD.

THAT second party will pay to first party corporation on or before the first day of Nov. of each year, beginning with the year 1903, as extra maintenance of the canal of first party, during the term of this lease, the sum of one thousand dollars in advance for the following year, and will otherwise complete and fulfill all promises, covenants and agreements, herein contained and set forth and by him to be kept and complied with in accordance with the letter, tenor and spirit of this agreement, and accepts and agrees to all reservations and limitations herein set forth and referred to, and will, when required, execute all necessary documents for the best carrying out of the terms thereof.

IT IS FURTHER Mutually agreed by and between the parties hereto, as follows, to-wit:-

1st. THAT acts of God, labor strikes or orders of the Court, in so far as they or either of them, shall interfere, either in time or otherwise with a compliance on the part of each

party respectively with the covenants and agreements by each party to be kept and complied with, shall excuse such failure for the time necessary.

2nd. THAT the rights, privileges and obligations herein contained, set forth and referred to as attaching or belonging to either party, shall extend to the successors and assigns of first party, and the heirs, executors, administrators and assigns of second party.

3rd. THAT this agreement is executed in duplicate and all erasure, changes and interlineations were made before signing the same.

4th. THAT no extra maintenance charge shall be made for delivery of water during the winter of 1902 and 1903 and that nothing herein contained shall be construed as vesting an easement in the said canal of said first party, neither shall second party claim an easement in said main canal or lateral to be constructed as aforesaid after first party shall have exercised its rights reserved as aforesaid nor at any other time except as herein especially permitted.

IN WITNESS WHEREOF first party corporation has affixed its name by its President and attached its corporate seal by its Secretary on this 5th day of Dec. A. D. 1903, by virtue of a resolution of its Board of Directors, authorizing and directing the same and duly passed at a legal meeting thereof, held at the office of the Co. in Boise, Idaho, on the 5th day of Dec. A. D.

1902, and the second party on the same day and date has affixed
his name.

(Signed) NEW YORK CANAL CO. LTD.,

(Signed) By W. C. ANNETT, President,
D. R. HUBBARD, First party.
Second party.

(Signed) EDW'D SMITH,
(SEAL) Secretary.

State of Idaho.)
) SS.
County of Ada.)

On this 31 day of Dec. A.D. 1902, before me Walter S. Walker, a Notary public in and for said county, personally appeared W.C. Annett, personally known to me to be the President of New York Canal Co. Ltd. the Corporation that executed the within and foregoing instrument and acknowledged to me that said Corporation executed the same, and that he as such President affixed the Corporate Name to the said document, being duly authorized to do so.

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

(SEAL)

(Signed) WALTER S. WALKER,
Notary Public.

State of Idaho.)
) SS.
County of Ada.)

On this 31 day of Dec. A.D. 1902 before me, Walter S. Walker a Notary public, personally appeared before me D. R. Hubbard, personally known to me to be the person whose name is subscribed to the within and foregoing 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 first above written.

(SEAL)

(Signed) WALTER S. WALKER,
Notary Public.

Boise, Idaho, Dec. 6th, A.D.1902.

For a valuable consideration, I hereby transfer, sell, assign and set over unto Idaho-Iowa Lateral and Reservoir Co. Ltd. a corporation of Boise, Idaho, all of my rights, claim, title, interest, privilege and obligations of, in and to the foregoing contract or agreement and the whole thereof, the same being an agreement or contract bearing date of the fifth day of Dec. A.D. 1902, by and between New York Canal Co. Ltd. a corporation and D. R. Hubbard, relative to the right-of-way for the construction of the canal or main lateral of said Corporation. Idaho-Iowa Lateral and Reservoir Co. Ltd., as now being constructed and other matters and things appurtenant and relating thereto.

(Signed) D. R. Hubbard.

State of Idaho.)
) SS.
County of Ada.)

On this 31 day of Dec. A.D. 1902, before me Walter S. Walker a Notary Public in and for said County, personally appeared D.R. Hubbard, personally known to me to be the person whose name is subscribed to the foregoing 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 first above written.

(SEAL) (Signed) WALTER S. WALKER
Notary Public

The foregoing contract is recorded in Book 3 at page 304 of Contracts and agreements, Ada County, Idaho.

Minutes of special meeting of the stockholders of the New York Canal Company, Limited, held on the 11th day of October, 1905, at the office of the corporation in Boise, Idaho.

A special meeting of the stockholders of the New York Canal Company, Limited, was held at the office of said corporation in room No. 14, Park Block, Boise, Ada County, State of Idaho, on the 11th day of October, 1905, in accordance with the order of the Board of Directors and the written notice of the President, calling said meeting, which notice is in the words and figures following, to-wit:

SPECIAL NOTICE TO THE STOCKHOLDERS OF THE NEW YORK CANAL CO., LTD.,

Notice is hereby given, that a special meeting of the stockholders of the New York Canal Co., Ltd., a corporation existing and doing business in the State of Idaho, under and by virtue of the laws thereof, will be held at the office of the corporation, in room 14, Park Block, Boise, Idaho, at the hour of 10 o'clock A. M., of the 11th day of October, 1905, for the purpose of ratifying the action of the Board of Directors of the New York Canal Co., Ltd., in entering into a contract with the United States Government, for the occupancy and enlargement of the New York Canal, approved by the Board of Directors of the said corporation at a meeting duly called and held for that purpose on the 21st day of September, A.D. 1905.

By order of the President.

Attest:

EDWARD SMITH

Secretary.

W. C. ANNETT.

Dated, Boise, Idaho, September 22d, 1905.
(SEAL)

Whereupon, the Secretary having caused due notice of the said meeting to be given and published, the meeting was called to order at 10 o'clock A.M. by W. G. Annett, president of the corporation, who acted as Chairman of the meeting, Edward Smith, Secretary of the corporation acting as secretary of the meeting.

Whereupon, the Secretary called the roll, and it was found and announced that a total of 6835.12 shares were represented in person or by proxy;

Whereupon, 7355.43 shares being necessary for a quorum, the President declared no quorum present.

Whereupon, on motion of W. A. Rankin, seconded by Geo. B. Rogers, the meeting adjourned, to meet again at 3 o'clock P.M. same date.

Whereupon at 3 o'clock P.M. of said day, pursuant to the above adjournment, said meeting was called to order by the President. Then the Secretary called the roll, and it was found and announced, that there were 10,485.^{shares}37 represented and present, either in person or by proxy; 7355.37 shares being necessary for a quorum. There were present and acting at said meeting the following stockholders of said corporation, holding or representing the number of shares of the capital stock of the corporation set opposite their names, represented either in person or by proxy, to-wit:

Names of Stockholders.	Proxy.	Number of Shares.
W. C. Annett		1227.50
Edward Smith		200.
Geo. L. Cole		300.
David Painter		500.
W. A. Rankin		50.
American Mortgage Co.	By W. A. Rankin	50
Frank Wyman	" " " "	12.50
I. W. Reed		16.
T. H. Cole		10.
Geo. B. Rogers		114.
A. H. Smith		30.
David H. Cox		10
James P. Morris		29.
H. A. Shawver		20.
Arnold Ray		15.
McGraw & Abbs		200.
W. H. Thompson & Co.	By W. C. Annett	1124.88
" " " "	" W. H. Thompson	1124.87
J. M. Laing		50.
A. H. Eagleson & Sons	" A. H. Eagleson	140.
A. P. Jacobs		16.
W. Dawson		12.50
H. J. Brown		100.
D. R. Hubbard		38.75
C. E. Nicholson		50.
J. F. Seind		6.25
H. W. Grover		26.25
Jasper Messenger	By W. C. Annett	36
P. A. Sorenson	" " " "	20.
R. P. Meade	" " " "	5.
L. C. Spangler	" " " "	6.
Home Investment & Savings Co.	" " " "	150.
W. Scott Neal	" Geo. Penninger	25.
Virginia Lowrey	" S. R. Rightenour	12.50
E. L. Rightenour	" " " "	112.50
Barber Lumber Co.	" " " "	13.75
C. F. Davis	" " " "	7.
A. D. Clark	" Edward Smith, Sec.	80.
L. R. Annett	" " " "	12.
Bishop Glorieux	" " " "	5
Marie C. Smith	" " " "	104.50
By Humphray	" " " "	50.
A. P. Wilson	" " " "	15.
F. H. McConnel	" " " "	10.
Geo. C. Farr	" " " "	160.
Tillie A. Farr	" " " "	200.
Carrie C. Farr	" " " "	60.
M. H. Knudson	" " " "	150.
M. B. Zinner	" " " "	50.
R. M. Bodine	" " " "	15.
E. May Worthington	" " " "	7.
Wm M., & F.K. Etheridge	" " " "	20.37

Names of stockholders.	Proxy.	Number of shares.
Effie M. Douglas	By Edward Smith, Sec.	10.
F. C. Annett	" " " "	10.
John Thayer	" " " "	75.
C. C. Bender	" " " "	25.
L. C. Rawson	" " " "	200.
W. H. Fruit	" " " "	6.25
Geo. M. Ley	" " " "	9.25
Wm. E. Cavanaugh	" " " "	37.
Sora R. Allsup	" " " "	10.25
Julia A. Cox	" " " "	20.
B. C. McConnel	" " " "	10.
Fay D. Young	" " " "	146.
Donnie Young	" " " "	50.
W. D. Stevens	" " " "	75.
Frank Garver	" " " "	12.25
Edward Healy	" " " "	10.
Mary J. Keogh	" " " "	5.
Viola Yost	" " " "	25.
Margaret D. Finnegan	" " " "	25.
Thos. Finnegan	" " " "	100.
Effie D. Eagleson	" A. H. Eagleson	50.
John W. Eagleson	" " " "	100.
Helen Eagleson	" " " "	100.
W. Scott Neal	" Wm. L. Nelson	30.
Oregon Mortgage Co.	" Solomon L&E	100.
Julia M. PoKee	" Ed. Harrington	10.
H. B. Scott	" Wm. Dawson	78.
Des Moines Life Ins. Co.	" D. R. Hubbard	2175.
R. A. Hubbard	" " " "	110.
Maud A. Hubbard	" " " "	50.
W. Scott Neal	" Wm. M. Bennett	31.25
		<u>10495.37</u>

Whereupon the Secretary announced that the total amount of stock of said corporation outstanding, was 14710.866 shares, of which 10495.37 shares were represented either in person or by proxy, a majority thereof or 7355.43 being necessary for a quorum.

Whereupon, a quorum being present, the Chairman declared the meeting ready for the transaction of business.

Whereupon, the call for the meeting was read.

Whereupon, the Secretary presented the draft of the con-

tract between the New York Canal Company, Ltd., and the United States, to the meeting, and read the same in whole and by sections.

Whereupon, Edward Smith moved the adoption of the following resolution, to-wit:

Boise, Idaho, October 11th, A.D.1905

IT IS HEREBY RESOLVED: That this special meeting of the stockholders of the New York Canal Co., Ltd., legally called, and held on this date, do now ratify and approve of the action of the Board of Directors of the New York Canal Co., Ltd., in entering into a contract with the United States Government; and hereby authorize the execution of the same by the proper officers of the corporation. The motion was seconded by Wm. M. Bennett.

Whereupon on motion made by Edward Smith, seconded by W. H. Thompson, the meeting proceeded to ballot upon the adoption of said resolution. The President appointed David Painter, Geo. L. Cole, and Wm. Dawson as tellers.

Whereupon, the roll was called, and a ballot had, and said resolution was adopted by the following vote:

Names of stockholders and number of shares voting for the adoption of the resolution:

Names of Stockholders.	Proxy.	Number of Shares.
W. C. Annett		1227.50
Edward Smith		200.
I. W. Reed		16.
Frank H. Cole		10.
D. M. Cox		10.
D. R. Hubbard		38.75
R. A. Hubbard	By D. R. Hubbard	110.
Maud Hubbard	" " " "	50.
Des Moines Life Ins. Co.	" " " "	2175.

Names of Stockholders	Proxy.	Number of Shares.
A. H. Smith		30.
W. Scott Neal	By W. M. Bennett	31.25
W. H. Thompson & Co.	" F. C. Annett	1124.875
" " " "	" W. H. Thompson	1124.87
Jasper Messenger	" W. C. Annett	36.
P. A. Sorenson	" " "	20.
R. P. Meale	" " "	5.
L. C. Stangler	" " "	6.
Home Investment & Savings Co.	" " "	150.
W. Scott Neal	" W. L. Nelson	40.
A. D. Clark	" Edward Smith, Sec.	80.
L. R. Annett	" " "	12.
Bishop Gloriaux	" " "	5.
Marie C. Smith	" " "	104.50
My Humphrey	" " "	50.
A. P. Wilson	" " "	15.
F. H. McConnell	" " "	10.
Geo. C. Farr	" " "	160.
Minnie A. Farr	" " "	200.
Carrie C. Farr	" " "	60.
M. H. Knudson	" " "	150.
M. B. Zimes	" " "	50.
P. M. Bodine	" " "	15.
N. Kay Fortington	" " "	7.
Wm. H. & F. K. Etheridge	" " "	20.37
Effie M. Douglas	" " "	10.
F. C. Annett	" " "	10.
John Thayer	" " "	75.
C. C. Bender	" " "	25.
L. C. Rawson	" " "	200.
W. H. Fruit	" " "	6.25
Geo. M. Ley	" " "	9.25
Wm. E. Cavanaugh	" " "	37.
Cora E. Allsup	" " "	10.25
Julia A. Cox	" " "	20.
H. C. McConnell	" " "	10.
Fay D. Young	" " "	146.
Donnie Young	" " "	50.
W. D. Stevens	" " "	75.
Frank Carver	" " "	12.25
Edward Healy	" " "	10.
Mary J. Keogh	" " "	5.
Viola Yost	" " "	25.
Margaret D. Finnegan	" " "	25.
Thos. Finnegan	" " "	100.
W. A. Rankin	" " "	50.
Oregon Mortgage Co.	" W. A. Rankin	50.
Frank Tynan	" " "	12.50
John Brown	" " "	100.
James P. Morris	" " "	29.
Geo. L. Jole	" " "	300.
McGrew & Abba	" " "	200.

Names of Stockholders	Proxy.	Number of Shares.
David Painter		500.
A. P. Jacobs		16.
Arnold Ray		15.
H. E. Groves		26.25
David Gekeler		37.50
John F. Baird		6.25
Solomon Lee		100.
J. M. Laing		50.
W. Scott Neal	By Geo. Penninger	25.
Effie D. Eagleson	" A. H. Eagleson	50.
J. W. Eagleson	" " " "	100.
Helen Eagleson	" " " "	100.
A. H. Eagleson & Sons	" " " "	140.
G. B. Rogers		114.
C. E. Nicholson		50.
W. Scott Neal	" A. B. Engle	40.
H. B. Scott	" Wm. Dawson	68.
Wm. Dawson		12.50
		<hr/>
		10,397.115

Names of stockholders and number of shares voting against the adoption of the resolution: NONE.

Whereupon, the Chairman declared that said resolution having been voted for by stockholders representing 10,397.115 shares, the same being more than two-thirds of the entire number of shares of the Capital Stock of the said corporation, had been duly and legally adopted.

Whereupon, the following resolution was presented, which on motion of W. H. Thompson, seconded by Geo. B. Rogers was adopted as read;

Resolved, Whereas the contract just entered into between the New York Canal Co., Ltd., and the United States Government stipulates that the management of the New York Canal will be turned over upon demand by the Secretary of the Interior, and that much economy can be attained in the distribution of the water by the Government; therefore,

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Be it Resolved: That it is the sense of this stockholders meeting, that the Secretary of the Interior be requested to assume the management and distribution of the said New York Canal's water on the part of the Government at the earliest possible date.

Whereupon, on motion of Geo. L. Cole seconded by Geo. Penninger, the meeting adjourned, sine die.

W. C. Annett

President.

Attest:

Ellis A. Smith

Secretary.

EXHIBIT "A"

ARTICLE III.

STOCKHOLDERS MEETINGS. (Regular)

SECTION I. There shall be a regular annual meeting of the stockholders held on the ~~first Monday~~ ^{amended to second Monday} of the month of September, of each year at the general office of the company, at 10 o'clock A.M., for the purpose of electing officers and directors and transaction of such other business that may properly come before it.

Notice of such meeting shall be published for two weeks prior thereto in some newspaper in the county of Ada in the State of Idaho, copies of which notice shall be mailed to each stockholder, at his or her post office address, at least ten (10) days prior to each meeting.

At all meetings of the Stockholders representation by proxies duly appointed, shall be allowed; such proxies to be filed with the Secretary of the Company.

MANNER OF CALLING REGULAR MEETINGS OF THE STOCKHOLDERS.

SECTION II. Regular meetings of the Stockholders shall be called in the manner following, to-wit:

1st. Upon the order of the acting President of the Company after at least two (2) weeks publication of the notice of such meeting in some weekly newspaper then published in Ada County, State of Idaho. Such notice to state the time of intending meeting, where such meeting shall be held, the general purpose and by whom called, and to appear in such newspaper at least twice before the time appointed for holding the same.

2nd. In case of the failure of the acting President to issue such order of publication aforesaid at least twenty-one (21) days prior to the time herein provided by these by-laws for the holding of the regular meeting of the stockholders, the Secretary of said Company may order such publication of notice to be made.

3rd. In the event of failure of both President and Secretary to order such publication of notice as aforesaid on or before seventeen (17) days prior to the time herein fixed by these by-laws for the holding of regular meetings of the stockholders, any three (3) of the stockholders or members may issue the order of publication of notice.

4th. If an election shall not have been held at the appointed time and in adjourned or other meeting for the purpose held or ordered, a meeting may be called for the purpose of the stockholders holding one-half (1/2) of the votes.

ARTICLE IV.

MEETING OF THE STOCKHOLDERS. (Special)

SECTION I. Special meetings of the stockholders may be had whenever necessary and shall be called in the manner following, to-wit:

1st. By publication as provided in Article 3 -- by order of the acting President, upon the request of a majority of the Board of Directors, or the owners of one-third (1/3) of the capital stock of the company, or one-third (1/3) of the members prior to the issuance of the capital stock.

2nd. Upon the failure of the acting President to act upon such request for a period of three (3) days, a majority of the Board of Directors may issue the call, and upon the failure of both the acting President and a majority of the Board of Directors for a period of six (6) days to make such order, the holders of one-half (1/2) of the capital stock may make the call and issue the order, or a majority of the members prior to the issuance of the capital stock. Such notice to state time, place of proposed meeting, by whom called and the special purpose for which the same is called.

EXHIBIT "B"

State of Idaho)
) SS.
County of Ada)

Edward Smith, being first duly sworn, upon oath says:
That at all times herein mentioned he was Secretary of the
New York Canal Company, Limited, and that more than ten days
prior to October 11th, 1905, and on or about September 25th,
1905, he mailed to each stockholder of New York Canal Co., Ltd.,
postage prepaid, at the United States Post office at Boise,
Idaho, in envelopes addressed to said stockholders at their
respective residences, notice of the said meeting in words
and figures as follows, to-wit:

Boise, Idaho, September 25th, 1905.

Dear Sir: I have the honor to inform you that a meeting
of the Board of Directors of the New York Canal Co., Ltd.,
was specially called, and held at the office of the corporation
at Boise, Idaho, on the 21st day of September, 1905, when the
following resolution was presented, and unanimously adopted,
viz:

"Resolved, That this Board do now approve the terms of
the contract for the occupancy and enlargement of the New York
Canal, to be entered into with the United States Government,
as read, and the President and Secretary of this corporation
are hereby authorized to duly execute the same, subject to
ratification of the stockholders of the company."

Now, therefore, you are hereby notified that a special
meeting of the stockholders of the New York Canal Co., Ltd.,

will be held at the office of the company, in Room 14, Falk Block, Boise, Idaho, at the hour of 10 o'clock A. M., on the 11th day of October, 1905, for the purpose of ratifying the action of the Board of Directors of said company, in ordering the execution of the said contract between the New York Canal Co., Ltd., and the United States Government.

In the event of your inability to be present at the stockholders' meeting above referred to, kindly fill in the enclosed blank proxies and return the same to the Secretary at an early date as possible, in order that they may be registered and the necessary vote secured.

By order of the Board of Directors.

W. C. ANNETT.

President.

Attent:

EDWARD SMITH,

Secretary.

And further deponent sayeth not.

(Signed) EDWARD SMITH.

Subscribed and sworn to before me this 31st day of January, 1906.

(Signed) HUGH E. McELROY

(SEAL)

Notary public.

EXHIBIT "C"

SPECIAL NOTICE TO THE STOCKHOLDERS OF THE NEW YORK CANAL CO. LTD.,

Notice is hereby given, that a special meeting of the stockholders of the New York Canal Co., Ltd., a corporation existing and doing business in the State of Idaho, under and by virtue of the laws thereof, will be held at the office of the corporation, in room 14, Park Block, Boise, Idaho, at the hour of 10 o'clock A. M. of the 11th day of October, 1905, for the purpose of ratifying the action of the Board of Directors of the New York Canal Co., Ltd., in entering into a contract with the United States Government, for the occupancy and enlargement of the New York Canal, approved by the Board of Directors of the said corporation at a meeting duly called and held for that purpose on the 21st day of September, A. D. 1905.

By order of the President,

W. C. ANNETT.

Attest: EDWARD SMITH, Secretary.

Dated, Boise, Idaho, September 22nd, 1905.

(SEAL)

State of Idaho)
) SS.
County of Ada.)

J. C. Adams, being duly sworn, deposes and says: That he is the Treasurer of the Statesman Printing Company, publishers of the Idaho Twice-a-week Statesman, a newspaper published at Boise City, Ada County, State of Idaho; that the said paper

EXHIBIT "C"

SPECIAL NOTICE TO THE STOCKHOLDERS OF THE NEW YORK CANAL CO. LTD.,

Notice is hereby given, that a special meeting of the stockholders of the New York Canal Co., Ltd., a corporation existing and doing business in the State of Idaho, under and by virtue of the laws thereof, will be held at the office of the corporation, in room 14, Falk Block, Boise, Idaho, at the hour of 10 o'clock A. M. of the 11th day of October, 1905, for the purpose of ratifying the action of the Board of Directors of the New York Canal Co., Ltd., in entering into a contract with the United States Government, for the occupancy and enlargement of the New York Canal, approved by the Board of Directors of the said corporation at a meeting duly called and held for that purpose on the 21st day of September, A. D. 1905.

By order of the President,

F. C. ANNETT.

Attest: EDWARD SMITH, Secretary.

Dated, Boise, Idaho, September 23rd, 1905.

(SEAL)

State of Idaho)
) SS.
County of Ada.)

J. C. Adams, being duly sworn, deposes and says: That he is the Treasurer of the Statesman Printing Company, publishers of the Idaho Twice-a-week Statesman, a newspaper published at Boise City, Ada County, State of Idaho; that the said paper

is in general circulation in the County aforesaid; that the advertisement, a copy of which is attached hereto, was published in the regular edition of the Idaho Twice-a-week Statesman Five consecutive issues, beginning with the issue of September 25, 1905, and ending with the issue of October 9th, 1905.

And which said newspaper has been published as a twice-a-week paper in said county during a period of fifty-two consecutive weeks prior to the first publication of said notice.

J. C. ADAMS.

Subscribed and sworn to before me this 2nd day of November, 1905.

W. A. KORTS,

Notary public.

(SEAL)

is in general circulation in the County aforesaid; that the advertisement, a copy of which is attached hereto, was published in the regular edition of the Idaho Twice-a-week Statesman Five consecutive issues, beginning with the issue of September 25, 1905, and ending with the issue of October 9th, 1905.

And which said newspaper has been published as a twice-a-week paper in said county during a period of fifty-two consecutive weeks prior to the first publication of said notice.

J. C. ADAMS.

Subscribed and sworn to before me this 2nd day of November, 1905.

W. A. KORTS,
Notary public.

(SEAL)

in said notice, and that at said meeting there was represented and present 10,495-37/100 shares of the capital stock of said corporation, the same being a quorum, the total amount of the said stock of the said corporation being 14,710-866/1000 shares.

That the resolution set out in the minutes of said meeting, approving the terms of the contract between said corporation and the United States Government, was duly adopted, there being 10,495-37/100 shares of the capital stock of the corporation voting in favor of the resolution, the same being more than two-thirds of the entire capital stock of the said corporation.

We do hereby certify that the foregoing is a full, true and correct statement of the proceedings had and business done at said stockholders meeting, held at the time and place aforesaid, and that the record of the proceedings of the said meeting is entered in the minute book ¹²³ of the said corporation on pages 5 ~~to~~ ^{et seq.} of the said book, and that the foregoing copy of the proceedings is a correct transcript thereof and of the whole of said original minute book entry; and that the exhibit hereto attached marked "A" is a true copy of Articles 3 and 4 of the By-laws of the said corporation, being the portion thereof relating to the calling of meetings of the stockholders, and exhibits "B" and "C", being true copies of the affidavits on file with the Secretary of said corporation, showing the notice given of said meeting.

IN WITNESS WHEREOF we have hereunto set our hands this 21

day of February, 1906.

Jay B. ...
W. C. Annett
Edw. ...
J. R. ...
W. H. ...

Directors.

W. C. Annett
Chairman.
Edw. ...
Secretary.