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DATE: March 17, 2010COVER SHEET & 9 PAGESCLIENT NUMBER: 58203-0001RETURN TO: (NAME) Kim Graham (EXT.) 7505 (ROOM No.) 511H

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Attorneys for Unit A Association

BEFORE THE DEPARTMENT OF WATER RESOURCES
 OF THE STATE OF IDAHO

IN THE MATTER OF THE NORTH
 SNAKE AND MAGIC VALLEY GROUND
 WATER DISTRICTS' 2009 JOINT
 MITIGATION PLAN FOR 2009
 (Blue Lakes)

Docket No. CM-MP-2009-002

IN THE MATTER OF A&B IRRIGATION
 DISTRICT'S RULE 43 MITIGATION PLAN

(Water Right Nos. 36-02356A, 36-07210, and
 36-07427)

**NOTICE OF DEPOSITION DUCES
 TECUM OF A&B IRRIGATION
 DISTRICT PURSUANT TO I.R.C.P.
 30(b)(6)**

**Date: March 24, 2010
 Time: 1:30 p.m.
 Place: 414 11th Street
 Rupert, Idaho 83350**

**TO: Designee of A&B Irrigation District
 c/o Travis L. Thompson, Attorney for A&B Irrigation District**

PLEASE TAKE NOTICE that counsel for Unit A Association ("Unit A") will take the testimony upon oral examination of the designee(s) of A&B Irrigation District pursuant to Idaho Rules of Civil Procedure ("I.R.C.P.") Rules 26, 30(b)(6) and 34. Said deposition will be taken before an officer authorized to administer oaths, on **Wednesday, March 24, 2010 at 1:30 p.m.**, and continuing until completion, at the offices of **A&B Irrigation**

District, 414 11th Street, Rupert, Idaho 83350.

I. DEFINITIONS

1. "Document" or "documents" shall mean the original, all copies and drafts of papers and writings of every kind, description and form, and all mechanical, magnetic media and electronic recordings, records and data of every kind, description and form, and all photographs of every kind, and including, without limiting the generality of the foregoing, the following: correspondence, notes, "e-mails," memoranda, reports, notebooks, binders, drawings, studies, analyses, drafts, diaries, intra- or inter-office communications, memoranda, reports, canceled checks, minutes, bulletins, circulars, pamphlets, telegrams, typewritten and handwritten notes, letters, telegrams, instructions, work assignments, messages (including reports, notes and memoranda of telephone conversations and conferences), telephone statements, calendar and diary entries, desk calendars, appointment books, job or transaction files, books of account, ledgers, bank statements, promissory notes, invoices, charge slips, working papers, lab books, lab notes, lab journals or notebooks, evaluation or appraisal reports, pleadings, transcripts of testimony or other documents filed or prepared in connection with any court or agency or other proceeding, deeds, mortgages, deeds of trust, contracts, agreements, assignments, instruments, charges, opinions, official statements, prospectuses, appraisals, feasibility studies, trust, releases of claims, charters, certificates, licenses, leases, invoices, computer printouts or programs, summaries, precis, audio, video or sound recordings, cassette tapes, video recorded, electronic or laser recorded, or photographed information. "Documents" are to be taken as including all attachments, enclosures and other documents that are attached to, relate to or refer to such documents, and includes the definition of documents and tangible things described in I.R.C.P. 34(a).

2. The words "relate to" or "relating to" shall be deemed to mean and include the following terms: regards, describes, involves, compares, correlates, mentions, connected to,

refers to, pertains to, contradicts, or compromises.

3. The words "and" and "and/or" and "or" shall each be deemed to refer to both their conjunctive and disjunctive meanings, being construed as necessary to bring within the scope of the discovery request all information and documents which would otherwise be construed as being outside the request.

4. The words "surface water" shall mean water right nos. 1-2064 and 1-2068.

II. TOPICS

A&B Irrigation District shall designate officers, directors, employees, and agents who are familiar with and able to testify with regard to the following topics:

1. A&B Irrigation District's alleged authority to deliver surface water to Unit B lands.
2. A&B Irrigation District's position that surface water rights are appurtenant to Unit B lands.
3. A&B Irrigation District's position that groundwater rights held by A&B Irrigation District are appurtenant to Unit A lands.
4. A&B Irrigation District's position that Unit A Association members do not hold beneficial title to surface water rights.
5. A&B Irrigation District's assertion that A&B Irrigation District holds beneficial title to all the water rights for use on the A&B project.
6. Water delivery practices generally of A&B Irrigation District from the formation of A&B Irrigation District through the present.
7. A&B Irrigation District's assertion that delivery to Unit B conversion acres identified in Exhibit A to A&B Irrigation District's Mitigation Plan does not decrease the quantity or delivery rate of surface water available to Unit A.
8. A&B Irrigation District's assertion that individuals do not "own" the water rights without regard to the other landowners of the District (see A&B Response to Unit A

Motion for Summary Judgment at pp. 7).

9. A&B Irrigation District's assertion that that an irrigation district must do everything in its power to distribute water equally to all of its landowners.
10. A&B Irrigation District's assertion that not implementing the Mitigation Plan will dry up over 3,000 acres.
11. A&B Irrigation District's delivery of surface water to the Unit B conversion acres identified in Exhibit A to A&B Irrigation District's Mitigation Plan, including, but not limited to, the means of delivery, any infrastructure required to effectuate delivery, specific Unit B acres that have received surface water, specific delivery dates, quantity delivered, rate of delivery, frequency of delivery, etc.
12. Whether A&B Irrigation District alleges the authority to, or otherwise would deliver surface water to other Unit B acres, in addition to the conversion acres, if the delivery system had the capacity to do so.
13. Whether Unit A landowners pay operation and maintenance charges that are used by the District to pay for deepening, modification or repair of groundwater wells.
14. Whether A&B Irrigation District currently has plans, or plans have been discussed by A&B Irrigation District within the last five (5) years, to modify the existing delivery system to increase the carrying capacity of the delivery system.
15. Whether A&B Irrigation District will continue, or has plans to continue, to deliver surface water to Unit B conversion acres identified in Exhibit A to the A&B Mitigation Plan in the event that the Mitigation Plan is not approved by the Idaho Department of Water Resources.
16. All facts relating to the claims at issue in this matter and the defenses asserted by you in this matter.
17. All facts relating to the A&B Mitigation Plan at issue in this matter.

III. REQUESTS FOR PRODUCTION

You are requested to produce true, correct, complete, and legible copies of the following materials in your possession or under your control at the deposition of the designee(s) of A&B Irrigation District at the time, place and date set forth above:

1. Any and all documents relating to A&B Irrigation District's authority to deliver surface water to Unit B lands.
2. Any and all documents relating to A&B Irrigation District's position that surface water rights are appurtenant to Unit B lands.
3. Any and all documents relating to A&B Irrigation District's position that groundwater rights are appurtenant to Unit A lands.
4. Any and all documents relating to A&B Irrigation District's position that Unit A Association members do not hold beneficial title to surface water rights.
5. Any and all documents relating to A&B Irrigation District's assertion that A&B Irrigation District holds beneficial title to all the water rights for use on the A&B project.
6. Any and all documents relating to A&B Irrigation District's assertion that delivery to Unit B conversion acres identified in Exhibit A to A&B Irrigation District's Mitigation Plan does not decrease the quantity or delivery rate of surface water available to Unit A lands.
7. Any and all documents relating to A&B Irrigation District's assertion that individuals do not "own" the water rights without regard to the other landowners of the District.
8. Any and all documents relating to A&B Irrigation District's assertion that an irrigation district must do everything in its power to distribute water equally to all of its landowners.
9. Any and all documents relating to A&B Irrigation District's assertion that not

implementing the Mitigation Plan will dry up over 3,000 acres.

10. Any and all documents relating to A&B Irrigation District's delivery of surface water to the Unit B conversion acres identified in Exhibit A to A&B Irrigation District's Mitigation Plan, including, but not limited to, the means of delivery, any infrastructure required to effectuate delivery, specific Unit B acres that have received surface water, specific delivery dates, quantity delivered, rate of delivery, frequency of delivery, etc.
11. Any and all documents relating to the facts contained in and/or assertions made in the Direct Testimony of Dan Temple and the Reply Testimony of Dan Temple submitted on behalf of the A&B Irrigation District in this matter.
12. Responsive documents that were not provided to Unit A that are available for inspection at the A&B Irrigation District office as indicated by A&B in response to Unit A Request for Production No. 1.
13. Any and all documents relating to whether A&B Irrigation District currently has plans, or plans have been discussed by A&B Irrigation District within the last five (5) years, to modify the existing delivery system to increase the carrying capacity of the delivery system.
14. Any and all documents relating to whether A&B Irrigation District will continue, or has plans to continue, delivering surface water to Unit B conversion acres identified in Exhibit A to the A&B Mitigation Plan in the event that the Mitigation Plan is not approved by the Idaho Department of Water Resources.
15. Any and all documents relating to the facts and claims at issue in this matter and the defenses asserted by you in this matter.

DATED: March 17, 2010

PERKINS COIE LLP

By: 

Robert A. Maynard, ISB No. 5537

Erika E. Malmen, ISB No. 6185

Cynthia L. Yee-Wallace, ISB No. 6793

Attorneys for Unit A Association

CERTIFICATE OF SERVICE

I, the undersigned, certify that on March 17, 2010, I caused a true and correct copy of the within named document to be forwarded with all required charges prepaid and properly addressed, by the method(s) indicated below, in accordance with the I.R.C.P. and IDAPA 37.01.01.303, to all of the parties of record in this proceeding, as follows:

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