



J.R. SIMPLOT COMPANY 999 MAIN STREET BOISE, IDAHO 83702
P.O. BOX 27 BOISE, IDAHO 83707
(208) 336-2110 FAX (208) 389-7515

RECEIVED

DEC 12 2005

DEPARTMENT OF
WATER RESOURCES

CORPORATE HEADQUARTERS

December 9, 2005

Don Shaff
State of Idaho
Department of Water Resources
PO Box 83720
Boise, ID 83720-0098

Re: Notices of Error for Snake River Basin Adjudication Claim Nos. 2-10047 and 2-10048.

Dear Don:

Enclosed are notices of error in response to the Preliminary Recommendations prepared by the IDWR for each of the above referenced claims. Preliminary Recommendations for the 43 Simplot claims filed in Basin 2 (including claim nos. 2-10047 and 2-10047) began trickling into our offices just before the Thanksgiving Holiday. Some actually arrived within a day or two of the IDWR's December 2nd Response deadline.

Although we are now beyond deadline, Simplot will continue to review each recommendation and respond with additional error notices if necessary. Unfortunately the IDWR has shortened a very worthwhile and productive administrative response period to the point that it is nearly useless to the claimant. Correcting errors will be deferred to an already overloaded judicial process and will require additional time and expense for all parties to make corrections that could otherwise easily be handled through an extended administrative response period.

Sincerely,

Vic Conrad
Land, Water & Asset Recovery

Enclosures

RECEIVED

DEC 12 2005

11/09/2005

DEPARTMENT OF
WATER RESOURCES

**NOTICE OF ERROR
REPLY**

Please type or print clearly, fill out this form completely and mail.

Return this reply form to IDWR by the deadline date printed below if you want IDWR to change your recommendation or you want to let IDWR know that you agree with its recommendation.

YOUR DEADLINE FOR RETURNING A NOTICE OF ERROR REPLY IS: December 2, 2005

Water Right Number: 2-10047

1. Describe the portion of the proposed recommendation with which you disagree (e.g. priority date, period of use, source):

The Disallowal of the Right on the basis that it was recommended under water right no. 2-78

2. Describe the changes you wish to make in the proposed recommendation:

Water right nos. 2-10047 and 2-10048 are used to irrigate the place of use described below together with the rights to irrigate up to 105 acres under the Snake River Irrigation District Water Right nos. 2-78 and 2-79. Water right no. 2-10047 should be decreed with the following elements:

Water Right No.: 2-10047

Priority: March 15, 1920

Point of Diversion: T5S R4E SW $\frac{1}{4}$ NW $\frac{1}{4}$ (Lot 4) of Section 34

Purpose: Irrigation from March 15 to November 15 (dates inclusive)

Quantity: 6.08 cfs

Place of Use: T5S R4E	Sec 28	SWSW	28 acres
		SESW	10 acres
	Sec 29	SWNE	40 acres
		NESW	8.9 acres
		NWSW	8.0 acres
		SWSW	36.0 acres
		SESW	21.0 acres
		NESW	28.0 acres
		NWSE	40.0 acres
		SWSE	32.0 acres
		SESE	38.0 acres
		NWNE	3.4 acres
		SWNE	30.0 acres
	NENW	40.0 acres	
	NWNW	15.0 acres	
	SESW	27.0 acres	
	NESE	30.0 acres	

T5S R4E	Sec 29 cont.	NWSE	10.0 acres
		SESE	20.0 acres
	Sec. 32	NENE	14.4 acres
		NWNE	26.4 acres
		NENW	38.0 acres
		<u>NWNW</u>	<u>20.0 acres</u>
		Total	564.1 acres

3. Give a brief explanation as to why you disagree with these portions:

An Agreement made and entered into as of November 17, 1952 between Idaho Power Company ("IDPCo"), the Snake River Irrigation District ("District") and R. H. Bennett and Grace J. Bennett ("Bennett") describes specific "arrangements" to change points of diversion for the water rights held by Bennett and the water rights held by the District in connection with the construction of IDPCo.'s C.J. Strike Dam. The agreement makes clear that the change in the point of diversion modified water rights that were separately held by the Bennetts and by the District. These arrangements were agreed upon "...to operate to the mutual advantage of all parties.." A copy of the Agreement is attached.

The J. R. Simplot Company ("Simplot") is the successor to the interests described in this Agreement formerly held by Bennett. The Agreement provides for the diversion and transportation of 11.0 cfs pursuant to water rights held by Simplot separately from the District (as the successor to Bennett), and for additional water diverted pursuant to water rights held by the District. One of the District's water rights is 2-78 under which IDWR is incorrectly recommending Simplot's private water right no. 2-10047.

_____ I AGREE with this proposed recommendation; no changes need to be made.

J. R. Simplot Company

DATE: 12/8/05

SIGNATURE: By: 

Please print your name: Terry T. Uhling, Senior Vice President,
Secretary and General Counsel

A G R E E M E N T

1. THIS AGREEMENT, Made and entered into as of the 17th day of November, 1952, by and between IDAHO POWER COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Maine, duly qualified and doing business in the State of Idaho, hereinafter referred to as the "Power Company", and SNAKE RIVER IRRIGATION DISTRICT, an irrigation district organized, existing and operating under the laws of the State of Idaho, hereinafter referred to as the "District", and R. H. BENNETT and GRACE J. BENNETT, husband and wife, hereinafter referred to as "Bennetts",

W I T N E S S E T H:

2. WHEREAS, the District owns and operates an irrigation system in Elmore County, Idaho, the facilities thereof comprising, among other things, a pumping plant on the right or north bank of Snake River in Section 13, Township 5 South, Range 3 East, Boise Meridian, pipelines, flumes, canals and canal system extending from said pumping plant both northwesterly and southeasterly; and, WHEREAS, the District is the owner of certain water rights from Snake River for irrigation purposes (including but not limited to Permit No. 5375 in the records of the Department of Reclamation of the State of Idaho) with point of diversion located at its said pumping plant, which water rights aggregate a flow of one hundred twenty-seven (127) cubic feet per second of time, and the District desires to change its said point of

diversion as hereinafter set forth for the reason that the diversion of said waters by the District by pumping requires three pumping lifts of 50 feet, 100 feet and 150 feet, respectively, to the canals of the District with the attendant operating, maintenance and pumping costs and expense; and

3. WHEREAS, Bennetts own and operate an irrigation system in Elmore County, Idaho, the facilities thereof comprising, among other things, a pumping plant on the right or north bank of Snake River in Section 32, Township 5 South, Range 4 East, Boise Meridian, and a canal system extending from said pumping plant for the irrigation of lands in Sections 29, 30 and 32, Township 5 South, Range 4 East, Boise Meridian; and are the owners of certain water rights and rights to the use of water from Snake River for irrigation purposes, aggregating a flow of eleven (11) cubic feet per second of time, with point of diversion located at said pumping plant, and desire to change the point of diversion as herein set forth for the reason that the diversion of water by Bennetts by pumping from Snake River requires a pumping lift of approximately 45 feet with attendant maintenance, operating and pumping costs and expense; and,

4. WHEREAS, the Power Company, pursuant to license of the Federal Power Commission under the Federal Power Act, has constructed, owns and operates a hydroelectric power project known as the C. J. Strike Hydroelectric Development, including a dam across Snake River in the west half of Section 34, Township 5 South, Range 4 East, Boise Meridian, which dam has created and provided a large reservoir upstream therefrom known as the C. J. Strike Reservoir in which the normal top operating level will be maintained at elevations

of from 2450 to 2455 feet, and the Power Company has constructed and installed in the north side of said dam a concrete outlet works through which the District and Bennetts can divert their respective water rights from the Power Company's said reservoir, as hereinafter provided, by flow into a canal to be constructed as herein provided to be known as the "District Canal"; and

5. WHEREAS, the arrangements herein provided will operate to the mutual advantage of all parties hereto in that the District can eliminate a portion of its pumping costs and Bennetts can eliminate their pumping costs and the Power Company, by the change of the point of diversion of the District and the point of diversion of Bennetts below the C. J. Strike Dam on the north bank of Snake River to the said concrete outlet works in the north side of said dam can obtain a more efficient use of the waters of Snake River and the said reservoir and greater flexibility of its operation by the fluctuation of the reservoir below said dam at said points of diversion in accordance with the power plant output requirements of the Power Company; and,

6. WHEREAS, the respective uses of the parties are necessary to the continued growth and development of the area, and the arrangements herein provided for will permit the most complete, economical and beneficial use and development of the water and power resources of the State of Idaho; and it is the considered judgment of the parties hereto that the arrangements herein made and agreed to are in the best interests of all parties hereto, with mutual and separate advantages and benefits to all concerned;

7. NOW, THEREFORE, in consideration of the agreements and covenants of the parties herein contained, the said parties have contracted and agreed, and do hereby contract and agree, as follows:

8. THE POWER COMPANY AGREES:

(a). That it has constructed and installed in its C. J. Strike Dam and Reservoir, on or near the right or north bank of Snake River, a concrete outlet works with control gate and that such concrete outlet works and control gate shall hereafter be continued at all times as a place and point for the diversion by the District and by Bennetts of their respective water rights in Snake River; that the Power Company will at all times hereafter maintain the water level in said C. J. Strike Reservoir at said concrete outlet works and control gate at or above the 2450-foot elevation level and will make available the water in such reservoir at or above the 2450-foot elevation level for diversion by the District and by Bennetts of their respective water rights into the District Canal;

(b). That the District shall have the right to divert at said concrete outlet works from C. J. Strike Reservoir into the District Canal, without charge, cost or expense, during the period from March 15th to October 31st of each year hereafter, a sufficient flow and quantity of irrigation water from the C. J. Strike Reservoir to provide the District, after allowing for reasonable evaporation, seepage and other canal losses in transmission in the District Canal, with a flow of one hundred twenty-seven (127) cubic feet per second of time in the District Canal at a point opposite the District's presently existing pumping plant in Section 13, Township 5

South, Range 3 East, Boise Meridian, less any diversions by the District from the District Canal above said point for the irrigation of lands in the District; and,

⑧ That Bennetts shall have the right to divert at said concrete outlet works from C. J. Strike Reservoir into the canal, without charge, cost or expense, during the period from March 15th to October 31st of each year hereafter, a sufficient flow and quantity of irrigation water from the C. J. Strike Reservoir to provide Bennetts, after allowing for reasonable evaporation, seepage and other canal losses in transmission in the District Canal, a flow of eleven (11) cubic feet per second of time at the point of diversion of Bennetts from the District Canal;

(c). That the Power Company will pay to the District and to Bennetts the sum of Seventy-five Thousand Dollars (\$75,000.00) as a contribution to the cost of the construction of the District Canal and pumping plants and the canal to the lands of Bennetts from the District Canal, which canal to the lands of Bennetts is to be known as the "Bennett Canal", it being understood and agreed that the Power Company shall have no interest in, nor responsibility with respect to, the design, construction, operation, maintenance, or ownership of, such District Canal or such Bennett Canal, or the pumps, diversion works, or other structures in connection with either such canal;

(d). That The Power Company will provide excess lumber and materials presently owned by the Power Company and stored in the materials storage yard at the C. J. Strike damsite (as determined by the Company) as can be used in the construction of a bridge by the

District across the District Canal for the access road crossing Snake River below the C. J. Strike Dam to be known as the "access road bridge", and that it will, without expense to the District or to Bennetts, construct and install the necessary electric transmission line to, and all necessary transformers at and for, the new pumping plant of the District to be situate in the north half of Section 11, Township 5 South, Range 3 East, Boise Meridian, and the pumping plant of the District to be installed and situate in said concrete outlet works of the Power Company in C. J. Strike Dam;

(e). That it will and does hereby grant unto the District and to Bennetts a right of way from said outlet works in the C. J. Strike Dam westerly through the lands of Idaho Power Company where such District Canal shall be constructed, through lot 4 in Section 34 and the northeast quarter of the northeast quarter and lots 1 and 2 in Section 33, Township 5 South, Range 4 East, Boise Meridian, for the District Canal and the construction, operation, and maintenance of such canal, and that it will and does hereby give unto the District the right, privilege and license to construct, install, operate and maintain pumps and a pumping plant at said concrete outlet works in C. J. Strike Dam to pump and lift the water to be diverted therefrom to the 2453-foot elevation level and into the District Canal and to alter the design of said concrete outlet works in such manner deemed most suitable for the needs of the District and of Bennetts for the diversion of their said respective water rights from said C. J. Strike Reservoir, PROVIDED, HOWEVER, that the design of said pumping plant and the construction

and installation thereof at the said outlet works in the C. J. Strike Reservoir shall be subject to the approval of the Power Company; and the Power Company further agrees that the District and Bennetts shall have the right to regulate the flow of water into the District Canal at all times from March 15th to October 31st in each year hereafter;

(f). That it will furnish, without charge, cost or expense to the District and to Bennetts, all electric power required for the operation of the pumps and pumping plant in the said concrete outlet works in the said dam at all times hereafter;

9. IT IS UNDERSTOOD AND AGREED by and between the Power Company and the District and Bennetts that the diversion of irrigation water from the C. J. Strike Reservoir into the District Canal shall be done and controlled in the following manner:

The Power Company has built an adjustable gate in the said concrete outlet works for the regulation of water flow therefrom, and the District and Bennetts shall be solely responsible for the control and operation of such gate and the opening and closing thereof to permit the flow of water to supply the water rights of the District and Bennetts into the District Canal, and the District and Bennetts shall be solely responsible for the operation of the pumps and pumping plant to pump water from the C. J. Strike Reservoir into the District Canal to supply the said water rights of the District and of Bennetts when the

elevation of the water in said reservoir falls below the 2453-foot elevation level and the District and Bennetts shall be solely responsible for the regulation of the water flow through such outlet works, and the Power Company shall have no obligation to adjust the gate in such outlet works nor the flow of water, and should the Power Company at any time adjust or control the flow of water at the request of the District or of Bennetts such action by the Power Company shall be without liability on the part of the Power Company and shall not obligate the Power Company to continue to adjust or control such gate thereafter.

10. THE DISTRICT AND BENNETTS AGREE WITH THE POWER COMPANY AND WITH EACH OTHER AS FOLLOWS:

(a) That the District and Bennetts shall construct and thereafter maintain and operate the canal to be known as, and herein referred to as, the "District Canal", from the said outlet works in C. J. Strike Dam westerly to the point of diversion of the Bennett Canal, capable of carrying the irrigation water herein provided for the District and Bennetts, and to construct and maintain the said access road bridge.

(b). Bennetts agree to construct and thereafter maintain and operate the diversion canal to be known as the "Bennett Canal" from the diversion point therefor in the District Canal to the lands of Bennetts lying between the District Canal and Snake River, and to construct the diversion works in the District Canal for the Bennett Canal.

(c). The District agrees to construct and install the pumping plant and pumps at the outlet in C. J. Strike Dam and

to construct the District Canal from the point of diversion of the Bennett Canal, and the pumping plant to be constructed and installed in the north half of Section 11, Township 5 South, Range 3 East, Boise Meridian, and bridges across such canal westerly of the diversion of the Bennett Canal. Such canal shall be constructed by the District so as to be capable of carrying the irrigation water provided for the District.

(d). Bennetts agree to pay the sum of Two Thousand Five Hundred Dollars (\$2,500.00) toward the cost of construction of their portion of the District Canal from the outlet in C. J. Strike Dam to the Bennett diversion in such Canal, the cost of the diversion works in such canal to the Bennett canal, and the cost of the Bennett Canal to the Bennett lands.

(e). The Idaho Power Company agrees to pay and contribute the said sum of Seventy-five Thousand Dollars (\$75,000.00) which shall be devoted first to the payment of the balance over and above the amount contributed by Bennetts of the cost of construction of the Bennett portion of the District Canal from the outlet works in the C. J. Strike Dam to the diversion point of the Bennett Canal and the cost of the construction of the access road bridge and the cost of the diversion works in the District Canal for the Bennett Canal and the cost of the Bennett Canal, and secondly to the payment of the cost of the construction of the remainder of the District Canal, and the construction and installation of said pumping plants and pumps and the costs of bridges over such canal. All other costs of the construction of the District Canal, pumping plants and bridges shall be paid by the District.

(f). The cost of maintaining and operating the District Canal from the outlet in C. J. Strike Dam to the diversion point of the Bennett Canal therefrom and the said access road bridge shall be paid seven and one-third percent ($7\frac{1}{3}\%$) by Bennetts and ninety-two and two-thirds percent ($92\frac{2}{3}\%$) by the District. All cost of maintaining and operating the Bennett Canal and the diversion works therefor in the District Canal shall be paid by Bennetts. All costs of maintaining and operating the remainder of the District Canal and the costs of operating and maintaining the pumping plant at the outlet works in the C. J. Strike Dam (except the electric power therefor) and pumping plant of the District to be installed in said north half of said Section 11, and the cost of maintaining all other bridges over the District Canal shall be paid by the District.

(g). Such canals shall be constructed and maintained in such a manner as to prevent and avoid unreasonable wastage and leakage of water therefrom in accordance with good irrigation practice.

(h). The District and Bennetts agree to take the steps as will be necessary to change their respective points of diversion on Snake River for their respective water rights for irrigation purposes hereinbefore specified to the said outlet works in the Power Company's said C. J. Strike Dam.

(i). The District and Bennetts agree to obtain all necessary rights of way for the construction of the District Canal from the westerly boundary of the lands of the Power Company to the diversion point for the Bennett Canal and the District

agrees to obtain all necessary rights of way for the construction of the remainder of the District Canal and also to obtain for the Power Company any necessary easements for any distribution lines necessary for electric service to the District's pumping plant in said north half of Section 11.

(j). The District agrees to obtain the approval of the Power Company to the design, construction and appearance of the structures, canal, bridge and other works to be placed upon the Power Company's land and dam, and the Power Company agrees not to unreasonably withhold its approval to such design, construction and appearance, and the District agrees to level the material removed from the canal and structures, and to maintain the structures, canal, bridge and other works in a neat appearing and safe operating condition, and so as not to interfere with or endanger said dam or Power Company's structures.

(k). It is agreed that the Power Company shall have the right to have and maintain an inspector present during the construction and installation of the pumps and pumping plant at the concrete outlet works in C. J. Strike Dam, at its own expense.

11. Each the District and Bennetts agrees with the Power Company as follows: The District agrees that the one hundred twenty-seven (127) cubic feet per second of time of irrigation water of the District under this agreement shall be used only for irrigation of lands within the boundaries of the District as such boundaries may hereafter exist from time to time; [Bennetts agree that the eleven (11) cubic feet per second of irrigation water of Bennetts covered by this agreement may be used for the irrigation of any lands lying between the District Canal and Snake River but not on lands lying ^{north of} above the District Canal.]

12. IT IS FURTHER AGREED:

(a). That the installation, operation and maintenance of the pumps and outlet works by the District in the C. J. Strike Dam shall be by the District as licensee;

(b). That the District Canal from the outlet works in C. J. Strike Dam to the diversion point for the Bennett Canal and the access road bridge shall be owned seven and one-third percent ($7\frac{1}{3}\%$) by Bennetts and ninety-two and two-thirds percent ($92\frac{2}{3}\%$) by the District.

(c). That the remainder of such District Canal and all pumping plants and installations therefor and all other bridges across such canal shall be owned by the District.

(d). That the Power Company shall be under no obligation to maintain the water level in said reservoir at any elevation level above the 2450-foot elevation level and may vary the water elevation above such level without liability to the District or to Bennetts at any time and from time to time.

(e). The Power Company will furnish free of charge to each Bennetts and the District power to operate their respective presently existing pumps for a total period of not to exceed six (6) weeks in the year 1953 for purposes of wetting down the ditches and for any necessary irrigation water. Operation of the pumps of Bennetts for any period in any day shall be counted as a full day in computing the six-weeks period. Operation of the pumps of the District for any period in any day shall be counted as a full day in computing the six-weeks period for the District pumps. If the District uses its pumps in excess of six weeks in the year 1953, then the District shall immediately pay the Power Company, at the prescribed rates, for all power used during such

six-weeks period, and shall pay for all additional power used. If Bennetts use their pumps in excess of six weeks in the year 1953, then Bennetts shall immediately pay the Power Company, at the prescribed rates, for all power used during such six-weeks period and shall pay for all additional power used by Bennetts in the year 1953 for the operation of such pumps;

(f). That the Power Company may vary and fluctuate the flow of the river downstream from the C. J. Strike Dam by peaking operations at all times and from time to time free and clear of any claims of damage or liability for shortage of water or loss of crops, by reason of such fluctuation or variation in the flow of the river, from any of the parties hereto, or the landowners in the District.

13. Each, the District and Bennetts, agrees with the Power Company as follows:

(a). That it, he or they, as the case may be, will use the water provided for hereunder, in an economical and husband-like manner and without unnecessary waste and shall take only such portions of their said water, 127 cfs and 11 cfs, respectively, as shall be needed for irrigation requirements up to such party's maximum amount hereinbefore set forth, and will not unnecessarily waste or spill, or permit such wasting or spilling of any such water; and that any and all water not being used or required for irrigation purposes shall inure to the benefit of the Power Company for use in and through its power plant under and as a part of its project water rights.

14. The District and Bennetts jointly and severally agree

with the Power Company to construct, maintain and operate the District Canal from the outlet works in C. J. Strike Dam to the diversion point of the Bennett Canal in accordance with good irrigation practice, so as to prevent and avoid unreasonable wastage and leakage of water therefrom;

The District agrees to construct, maintain and operate the remainder of the District Canal and the District's water delivery and distribution system in accordance with good irrigation practice so as to prevent and avoid unreasonable wastage and leakage of water therefrom.

Bennetts agree with the Power Company to construct, maintain and operate the Bennett Canal and the water delivery and distribution system of the Bennetts in accordance with good irrigation practice, so as to prevent and avoid unreasonable wastage and leakage of water therefrom.

The Power Company shall not be responsible for any loss or damage, of any kind or nature whatsoever, occurring to either Bennetts or the District or to any landowners in the District, including damages to lands or crops, or any other direct, proximate or remote damages occurring or resulting from the construction, operation or maintenance of the District Canal or the Bennett Canal or the pumps and pumping plants in such canal, so long as the Power Company provides sufficient water in its reservoir at or above the 2450-foot elevation level for the diversion of the said irrigation water of the District and Bennetts into the District Canal from said C. J. Strike Reservoir and electric power for the operation of the pumps of the District at the outlet works at the C. J. Strike Dam.

15. In consideration of this agreement entered into with the Power Company, the District in its own behalf and in behalf of its landowners and water users, jointly and severally waives and hereby releases and discharges the Power Company from any and all claims or possible claims for damages or liability of any sort or description which have or may have occurred prior to the date of this agreement from the fluctuation or claimed fluctuation of the waters of the Snake River, and Bennetts in their own behalf hereby release and discharge the Power Company from any and all claims of Bennetts against the Power Company for damages by reason of the fluctuation of the waters of Snake River. Bennetts particularly reserve the right to any damages to their lands caused or which may hereafter be caused by seepage water from C. J. Strike Reservoir.

16. No party shall be considered to be in default of any obligation or be liable or responsible for any loss or damage for violating the terms of this agreement if prevented from fulfilling such obligation by reason of uncontrollable forces, including acts of God and the public enemy, or from accident, war, sabotage, water shortage, explosion, fire, earthquake, restraint by court or public authority, or other cause which by exercise of foresight and due diligence such party could not have reasonably been expected to avoid, except as provided in paragraph 16. Such party shall exercise due diligence, however, to remedy such cause or remove such inability with all reasonable dispatch.

17. IT IS UNDERSTOOD AND AGREED that failure by the District or Bennetts to perform any of the covenants herein contained shall not be construed to give the Power Company the right to refuse or fail to make water available to such parties as herein provided, and that the rights of the Power Company, in the event of

breach or failure to perform any of the provisions hereof by such parties, shall be limited to injunctive relief, damages, or such other equitable or legal measures and remedies as may be enforced in a court of competent jurisdiction.

18. In consideration of this agreement entered into with the Power Company, the District and Bennetts each in its own behalf and in behalf of its members and landowners, jointly and severally waive and hereby release and discharge the Power Company from any and all claims for damages or liability of any sort or description which may arise in the event the District Canal Parties fail, for any reason whatsoever, to construct, and/or thereafter fail to maintain and operate, the District Canal referred to in paragraphs 10(a) or 10(b) hereof, and it is further understood and agreed that this contract constitutes a complete release of any obligation or duty which the Power Company may have now, or in the future, to maintain the water level in Snake River below C. J. Strike Dam sufficient to reach the diversion points of each the District and Bennetts at their respective pumping plants on the north bank of Snake River at the locations hereinbefore specified.

19. Any notice given to the Power Company hereunder shall be given or mailed, in writing, to the Power Company's President or General Manager, at 1220 Idaho St., Boise, Idaho; and,

Any notice given to Snake River Irrigation District shall be given or mailed, in writing, to the District at Grand View, Idaho, or to such person or address as the District shall by notice in writing hereafter designate; and,

Any notice given to Bennetts shall be given or mailed in writing,

to R. H. Bennett at Mountain Home, Idaho, or to such person or address as Bennetts may hereafter by notice in writing designate.

20. This agreement and the respective rights and obligations hereunder shall inure to the benefit of and be binding upon the respective successors and assigns of the parties.

IN WITNESS WHEREOF, the Power Company has hereunto caused its corporate name to be subscribed and its corporate seal to be affixed by its officers first thereunto duly authorized by resolution of its Board of Directors, and the District has hereunto caused its corporate name to be subscribed and its corporate seal to be affixed by its officers first thereunto duly authorized by resolution of its Board of Directors, and the Bennetts have hereunto subscribed their names, all as of the day and year herein first above written.

(SEAL)

ATTEST:

A. G. Gorman
Secretary

IDAHO POWER COMPANY

By

J. E. Roach
President

(SEAL)

ATTEST:

W. D. Deladieu
Secretary

SNAKE RIVER IRRIGATION DISTRICT

By

Thomas C. Collett
Director and President

Fred Horner
Director

Morgan Shaw
Director

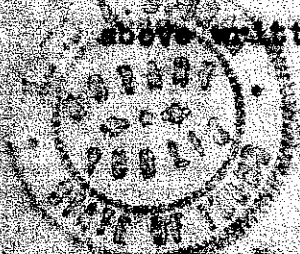
R. H. Bennett
R. H. Bennett

Grace J. Bennett
Grace J. Bennett

STATE OF IDAHO,)
COUNTY OF ADA,) ss.

On this 23rd day of December, in the year 1952, before me, the undersigned, a Notary Public in and for said State, personally appeared T. E. Roach, known to me to be the President of Idaho Power Company, the corporation that executed the foregoing instrument, and acknowledged to me that such corporation executed the same.

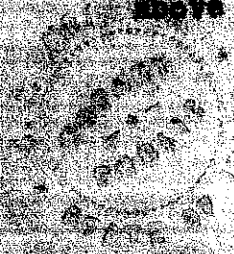
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.


Ernest L. Sworale
Notary Public for the State of Idaho,
Residing at Boise, Idaho.

STATE OF IDAHO,)
COUNTY OF Elmore,) ss.

On this 15th day of December, in the year 1952, before me, the undersigned, a Notary Public in and for said State, personally appeared Thomas Collett, known to me to be the President and a director of, and Morgan Shaw and Fred Korner, known to me to be directors of, the Snake River Irrigation District, the corporation that executed the foregoing instrument, and acknowledged to me that such corporation 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.

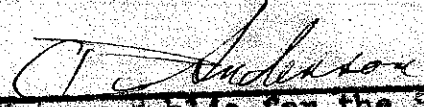

C. J. Anderson
Notary Public for the State of Idaho,
Residing at Grand View, Idaho.

Residing at Mountain Home, Idaho
My Com. expires Oct. 19, 1953

STATE OF IDAHO,
COUNTY OF ELMORE, } ss.

On this 16 day of December, in the year 1952, before me, the undersigned, a Notary Public in and for said State, personally appeared R. H. Bennett and Grace J. Bennett, husband and wife, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

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


Notary Public for the State of Idaho,
Residing at Mountain Home, Idaho.