

MINIDOKA PROJECT

CONTRACT

DEC. 1, 1933

AMERICAN FALLS RESERVOIR DISTRICT.

Revised

Number No. IIR-583

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

American Falls Reservoir - Minidoka Project, Idaho

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Supplemental agreement with American Falls Reservoir
District and Idaho Power Company, concerning lease
of reserved capacity in American Falls Reservoir

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THIS AGREEMENT, Made this 1st day of December, 1933, in pursuance of the act of Congress of June 17, 1902 (32 Stat., 368), and acts amendatory thereof or supplementary thereto, all of said acts being hereinafter styled the Reclamation Law, between the UNITED STATES OF AMERICA, hereinafter styled the United States, represented by the contracting officer executing this contract, the AMERICAN FALLS RESERVOIR DISTRICT, hereinafter styled the District, a corporation organized and existing under the laws of the State of Idaho and having its principal place of business at Twin Falls, Idaho, and the IDAHO POWER COMPANY, hereinafter styled the Power Company, a corporation organized and existing under the laws of the State of Maine but authorized to do business in the State of Idaho and having its principal place of business at Boise, Idaho.

WITNESSETH, That:

2. WHEREAS, under article 6 of contract of June 1, 1931 between the United States, the Lower Company, and the District, it is provided:

"The term of this contract shall extend from the date hereof until October 31, 1931, but the District may, at its option, extend this contract until October 31, 1932 by paying to the United States the further sum of \$50,000 on or before November 1, 1931, and may at its option further extend the same until October 31, 1933 by paying to the United States the further sum of \$50,000 on or before November 1, 1932, and may at its option further extend the same until October 31, 1934 by paying to the United States the further sum of \$50,000 on or before November 1, 1933, and may at its option further extend this contract until October 31, 1935 by paying to the United States the further sum of \$50,000 on or before November 1, 1934; but this contract shall not extend beyond October 31, 1935 and it is understood that no water out of the flooding division's share of said reservoir is to be included in this rental after the season of 1931";

and

3. WHEREAS, the District is unable to exercise its option by payment of \$50,000 on or before November 1, 1933 but is willing to contract to pay the sum of \$41,666.66 as hereinafter stated; and

4. WHEREAS, on account of extreme low prices for farm products many of the irrigation companies and irrigation districts which participated during the irrigation seasons of 1931, 1932 and 1933 in the use of the stored water provided in said contract and contributed to the payment therefor are now unable to make the required pay-

ments at the rates and upon the terms necessary under the said contract but can pay for the same upon the terms and rates hereinafter set out;

5. NOW, THEREFORE, It is agreed that in lieu of the option given the District in Article 6 of said contract of June 1, 1931 to extend the life of the said contract to October 31, 1934 by paying to the United States the sum of \$20,000 on or before November 1, 1933, the District hereby contracts for such extension up to October 31, 1934, and payment therefor is to be made to the United States as follows: \$15,000 in cash on or before December 1, 1933, \$13,333.33 on or before Feb. 1, 1934 and \$13,333.33 on or before April 1, 1934, a total of \$41,666.66. The options exercisable by the District under Article 6 of said contract of June 1, 1931, to extend the contract to October 31, 1935, under the conditions stated in said Article 6, are not to be affected by the provisions of this supplementary contract.

6. It is further agreed and understood that the United States shall not be obliged to furnish any of said stored water during the irrigation season of 1934 until the District shall have completed payment of the said full sum of \$41,666.66.

7. In all other respects the said contract of June 1, 1931 shall remain unchanged and in full force

and effect.

8. No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this contract or agreement, or to any benefit to arise thereupon. Nothing, however, herein contained shall be construed to extend to this contract if made with a corporation for its general benefit.

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

UNITED STATES OF AMERICA

By E. B. DARLINGTON
Superintendent, Bureau of
Reclamation

AMERICAN FALLS RESERVOIR DISTRICT

(Corporate)
(Seal)

By R. E. SHEPHERD
President

Attest:

J. H. BARKER
Secretary

IDaho POWER COMPANY

(Corporate)
(Seal)

By E. M. ROBINSON
Vice President

Attest:

JAMES L. DOONE
Secretary