

MINIDOKA PROJECT

CONTRACT

NOV. 1, 1934

AMERICAN FALLS RESERVOIR DISTRICT.

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 November, 1934, in pursuance of the act of Congress of June 17, 1902 (32 Stat., 388), 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, a contract was executed by the parties hereto on June 1, 1931 for rental of American Falls reservoir storage capacity of the United States, for a period not beyond October 31, 1935, upon terms as therein stated and as revised and supplemented by contracts of October 31, 1932 and December 1, 1933, all of which contracts are hereinafter referred to as the contract of June 1, 1931 as amended; and

3. WHEREAS, the parties to said contract of June 1, 1931 as amended desire to modify the same to authorize the payment of the \$50,000 rental charge, coming due under said contract November 1, 1934, in partial payments or installments which can be more readily met by the parties who benefit by the said storage and are required to make the necessary rental payments;

4. NOW, THEREFORE, It is agreed that the option given the District pursuant to the provisions of Article 6 of said contract of June 1, 1931 as amended is, in lieu of the terms of payment therein provided, conditioned upon payment of the sum of \$50,000 rental to the United States in installments and at times as follows:

\$20,000 on or before November 15, 1934
15,000 on or before February 1, 1935 and
15,000 on or before April 1, 1935.

5. No water shall be furnished during the irrigation season of 1935 - in pursuance of said contract of June 1, 1931 as amended and as hereby further amended - until the whole sum of \$50,000 rental shall have been paid as herein provided.

6. In all other respects the said contract of June 1, 1931 as amended shall remain unaffected by the provisions hereof.

7. 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.

UNITED STATES OF AMERICA

By E. B. Darlington
Superintendent, Bureau of
Reclamation

AMERICAN FALLS RESERVOIR DISTRICT

By R E Shepherd
President

(Corporate)
(Seal)

Attest:

J. H. Barker
Secretary

IDAHO POWER COMPANY

By K. M. Robinson
President

(Corporate)
(Seal)

Attest:

James L Boons
Secretary