

6-1-1931 Contract

MINIDOKA PROJECT

CONTRACT

JUNE 1, 1931

AMERICAN FALLS RESV. DISTRICT.

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UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

American Falls Reservoir
Hindman Project, Idaho.

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Three-party agreement (United States, American Falls
Reservoir District and Idaho Power Company) for lease
of reserved capacity in American Falls Reservoir.
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THIS AGREEMENT, Made this 1st day of April,
1931, 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 corpora-
tion 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 cor-
poration 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, the United States, in cooperation with the District and numerous other irrigation districts and irrigation companies of the Snake River Valley, has constructed a reservoir of approximately 1,700,000 acre-foot capacity at American Falls, Idaho, known as the American Falls reservoir, pursuant to contracts between the United States and each of said irrigation districts and irrigation companies, similar in form to the contract of June 15, 1923 between the United States and the District as amended by contracts of November 22, 1924, May 9, 1927, and December 16, 1927; and

3. WHEREAS, a part of the storage capacity of the said American Falls reservoir has been reserved by the United States for use upon certain proposed extensions of the Minidoka project, the canals for which have not yet been completed, and the water available from such reserved portion of said reservoir may be rented temporarily pending the completion of such proposed extensions; and

4. WHEREAS, under date of April 23, 1929, the United States entered into a contract with the Power Company, part of which is quoted in paragraph 13 hereof;

NOW, THEREFORE, It is hereby agreed that:

5. The District, acting on behalf of all parties having rights in the said American Falls reservoir and those herein authorized to rent water therefrom, will pay to the United States, on the date of this contract, the sum of Fifty thousand dollars (\$50,000) for the temporary rental, during the irrigation season of 1931, of the stored water available from the government's said reserved portion of American Falls reservoir not yet sold or contracted for irrigation purposes and any surplus available in 1931 from the portion of said reservoir allotted to the Goding division of the Minidoka project, which sum of \$50,000 shall accompany this contract.

6. 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 Gooding division's share of said reservoir is to be included in this rental after the season of 1931.

7. Each of the parties named in the list attached as Exhibit A may contract with the District for such amount of the stored water available for rental in 1931 as such party may desire, not exceeding the amount set after the name of each on the list hereto attached as Exhibit A, by subscribing to the form of contract hereto attached as Exhibit B; and upon execution of such contract and payment to the District of the sum of twelve (12) cents per acre-foot multiplied by the number of acre-foot named in said contract as the estimated amount of rental water to be secured by such party during 1931, such party shall be entitled to a proportionate part of the water available for rental in 1931 in the portion of the valley (upper or lower valley) in which such party is located, in the proportion hereinafter more fully defined. By "upper valley" is meant that part of Snake River Valley above American Falls and by "lower valley" is meant that part of Snake River Valley below American Falls. The right to participate in the bene-

Site of this contract will expire on 130 days after the date
of this contract)

as to any parties who have not subscribed to said contract (in form attached as Exhibit B) and made said payment to the District prior to that date.

8. Should it be found at the end of the irrigation season of 1931 that the twelve (12) cents per acre-foot paid to the District hereunder by the participating parties is more than the cost per acre-foot to the District of the water delivered hereunder by the United States, then such excess paid to the District by the participating parties over the actual cost to the District will be credited by the District on the next payment coming due to the District from such participating parties.

9. It is agreed and understood that the number of acre-foot set after the name of each party on said lists (Ex. A and C) and also named in said subscription contract of each party (in form attached as Exhibit B) is merely an estimate of the amount which it is thought can be delivered to said party at the outlets of the reservoir and is named in said lists and in said subscription contract for the purpose of determining the pro rata share of the rental supply of stored water to which such party may become entitled, and that the amount actually

furnished may be more or less than such estimated amount.

10. During the season of 1931, the stored water available for rental above American Falls (after deducting the 23,000 acre-feet covered by rental contracts heretofore made, or such part thereof as is not rescinded) will be prorated to the parties above American Falls in the proportion (as nearly as practical) that the amount subscribed by each on form of contract attached as Exhibit B is of the total subscribed above American Falls; and the number of acre-feet set after the name "American Falls Reservoir District above American Falls" on said list marked Exhibit A will be treated as subscribed above American Falls for the purpose of determining such proportion. The stored water available for rental below American Falls will be prorated to the parties below American Falls in the proportion (as nearly as practical) that the amount subscribed by each on form of contract attached hereto as Exhibit B is of the total subscribed below American Falls; and the number of acre-feet set out after the name "American Falls Reservoir District below American Falls" on said list marked Exhibit A will be treated as subscribed below American Falls for the purpose of determining such proportion. The term "amount subscribed" as used in this paragraph means the amount contracted and paid for at the rate of

twelve (12) cents per acre-foot.

11. The rental water to which the District is entitled will be divided among the several canals of the District as the District shall direct in writing, subject to the provisions of this contract.

12. Should the District exercise its option to extend this contract beyond the irrigation season of 1931, the United States will each year after 1931 during the term of this contract as extended deliver at the outlets of the American Falls and Jackson Lake reservoirs to the District and such other parties as may become entitled to participate in the benefits of this contract as extended the stored water actually available from that portion of the government's share of American Falls reservoir which has not been sold or contracted for irrigation purposes, including stored water made available for delivery above American Falls through exchange of stored water from the government's said unsold portion of American Falls reservoir for stored water in Jackson Lake reservoir, but it is understood that there will be no surplus available for rental after 1931 out of the Goebling division's share of said American Falls reservoir.

13. Upon receipt by the United States of each of the \$50,000 payments which it is provided herein

that the District may make on or before November 1, 1931, and on or before November 1 of each year thereafter to and including 1934, the Secretary of the Interior, or such officer of the United States as he shall authorize for such purpose, will each year during the extended term of this contract issue notice to the Idaho Power Company withholding from said company and reserving for irrigation use all the government's undivided share of the carryover stored water available that year in American Falls reservoir, pursuant to that part of article A-3 of the contract of April 23, 1929 between the United States and the Idaho Power Company reading as follows:

"It is agreed that if the Secretary of the Interior, or such officer as he shall specially designate for that purpose, shall find during any winter that conditions on the Snake River watershed are such that it is considered advisable to withhold from the Company a part of the said holdover storage referred to in this paragraph, for the purpose of insuring an adequate irrigation supply for the ensuing season, then such portion as the Secretary, or such officer of the United States, shall deem necessary for that purpose may be withheld from the Company, and in that event the payments for the year in which any part of such holdover storage may be withheld will be reduced at the rate of Sixty Dollars (\$60.00) for every one thousand acre feet so withheld."

14. The Power Company, by signing this contract, consents that the notice above referred to, under article A-3 of said contract, withholding from the Power Company all the government's share of the carryover stored

water in American Falls reservoir, may be given and put into effect each year during the term of this contract regardless of what the water supply conditions or water supply prospects may be, but it is understood that the Power Company assumes no responsibility under this contract and that all the terms of said contract of April 23, 1929 remain in full effect and unchanged except that the Power Company waives such right (if any) as it might otherwise have to object to the giving of said annual notice during the term of this contract withholding from the Power Company the government's share of the carryover water in American Falls reservoir and reserving the same for irrigation purposes regardless of water supply conditions or prospects, and except that it is further understood that when the government's said unsold share of carryover stored water is withheld from Idaho Power Company as provided in paragraph 13 of this agreement, the Power Company will be under no obligation to make the quarterly money payments, or any part thereof, as specified in paragraph B-1 of said contract of April 23, 1929.

15. Each of the parties named in the list hereto attached as Exhibit C may subscribe for a proportionate share of the stored water which may be available from the government's unsold share of American Falls reser-

voir during the irrigation season of 1932 and subsequent years within the term to which this contract may be extended, in the proportionate amount set after the name of each on said Exhibit C, by executing a contract with the District in the form hereto attached as Exhibit B, containing a provision obligating such party (in the event of the extension of this contract to years subsequent to 1931) to pay to the District on or before October 1, 1931, and on or before November 1st of each year thereafter up to and including 1934, a proportionate part of the sum of \$50,000 in the same proportion that such party is to share in the stored water available for rental from the government's unsold portion of American Falls reservoir during the irrigation seasons of 1932, 1933, 1934, and 1935; and if the District exercises its option and extends this contract to years subsequent to 1931, the parties named in Exhibit C who execute such contracts with the District shall be obligated to pay to the District the proportionate part named in said contract of each of said sums of \$50,000 and entitled to a like proportionate part of the stored water available for rental from the government's unsold part of said reservoir during said years, but should any such party fail to make such payment to the District on or before October 1st of any of such years, the District

may, at its option, terminate the contract with such party and such party shall thereafter have no right to any part of the said water supply available from the government's said unsold portion of said reservoir.

16. Each of the parties named on the list attached as Exhibit C may contract with the District for such proportional part of the stored water available from the government's unsold portion of said reservoir during the irrigation seasons of said years from 1932 to 1935, inclusive, as such party may desire, not exceeding the proportionate part set out on said list after the name of such party, and any part thereof not contracted by such parties or forfeited by non-payment of charges will be considered reserved to the District if the District extends the term of this contract as herein authorized. For the purpose of determining the proportionate part of the available storage to which each subscribing party is entitled during any year within the term of this contract, the amounts set after the name "American Falls Reservoir District" on lists hereto attached as Exhibits A and C are considered subscribed and contracted by the District and also such additional amounts, if any, as are forfeited to the District by the failure of other parties to make the agreed payments or retained by the District through failure of any party to subscribe for

the full maximum amount permitted to such party under lists attached as Exhibits A and C.

17. The water provided for herein will be delivered and measured at the outlets of the respective reservoirs in which the same is held, and each of the several parties entitled to a proportionate part thereof will stand its proper pro rata share of all losses after the same is released from the reservoir, and will pay its pro rata share of all cost and expense of river distribution in connection with such water, including a pro rata part of the charges of the watermaster and special deputy state commissioner of reclamation in charge of the distribution of water from said stream, payable in the same manner and subject to the same conditions applicable to the stored water to which such parties have permanent rights, the District to make such payment to the United States and to reimburse itself by collecting a proportionate part thereof from the participating parties unless such river distribution expense is paid direct to the state or county officers.

18. It is agreed that if the District, or any of the parties who are permitted to participate in the benefits of this contract, should find during any of the irrigation seasons within the term of this contract that it has more water than it needs, any surplus available

out of the water provided in this contract in excess of the needs of such party will be sold or leased by such party at cost to such other party or parties as may need the same. Any water leased or sold by any party participating in the water supply provided in this contract for use on projects other than its own during the term of this contract will be considered as water leased or sold out of the water supply provided under this contract up to the full amount of water secured by such party under this contract, and any order or instruction for the transfer of any of the water provided for herein to any project other than that of the original subscriber shall be accompanied by affidavits of both the buyer and the seller or the lessor and lessee of such water, showing the price paid therefor, and if the price charged therefor is in excess of the cost thereof to the party making such transfer or assignment, then an amount equal to double such excess or profit shall be added to the amount of the next payment to be made by such party under any contract between such party and the United States or between such party and the District and the payment thereof may be enforced by withholding delivery of water or by any other means or remedy available for the enforcement of other payments coming due under such contract. The purpose of this section is to prevent speculation in the water pro-

vided under this contract and to insure as far as possible that the water will be available to the parties who need it.

19. It is agreed that any surplus water available in 1931 out of the 400,000 acre-feet of capacity contracted to the Goeing division (American Falls Reservoir District No. 2) and rented or used under this contract will be replaced to the credit of said Goeing division out of the first water stored in the government's unsold share of said American Falls reservoir after said year 1931, so that during the year 1932, should said reservoir fail to fill to full capacity, said Goeing division will have the same carryover right in said reservoir that it would have had therein if said surplus out of its share therein had actually been carried over in said reservoir under the contract provision, reading.

"Should there ever, in any year, be such a shortage in the flow of Snake River available for storage in American Falls Reservoir, that such flow available for storage, together with any surplus held over in said reservoir from previous years, is insufficient to fill the reservoir to full capacity, then in such year any party entitled to water from said reservoir, who shall have conserved and held over in said reservoir from the previous year any part of the water which such party was entitled to have received during such previous year, shall be entitled to the use and benefit of the water so held over by such party to the extent that such hold-over water may be necessary to complete the filling of such party's pro rata share of the reservoir capacity."

20. It is agreed and understood that parties participating in the water supply provided herein where

canals are located in the upper valley above American Falls (including that part of the District located above American Falls) will necessarily be subject to the additional limitation that if within any year within the term of this contract the amount of stored water actually available for rental or delivery hereunder in the upper valley (by exchange of storage water from the government's unsold portion of American Falls reservoir for storage water in Jackson Lake reservoir) is insufficient to supply fully the subscriptions hereunder of all such upper valley parties, then the amount of storage water actually available in such year for rental or distribution hereunder in the upper valley will be prorated among the participating upper valley parties in proportion to the amounts specified in their respective contracts hereunder.

21. It is understood that the water supply provided for herein, after the same has been released from the reservoirs of the United States, will be distributed by the proper state officers in charge of the distribution of water from Snake River and that all parties participating in the water supply provided under this contract will look to such state officers for the distribution of such water after the same has been released by the United States.

22. It is fully agreed and understood that this is a temporary water rental contract limited to the season or

consent named herein and under no condition shall any permanent water rights be acquired under this contract or by reason of water delivered hereunder, and all parties participating in the water supply provided for hereunder expressly consent that upon the expiration of the term of this contract all water rights hereunder or on account of water delivered hereunder shall terminate and revert in the United States as fully and completely as if this contract had never been made and no water had ever been delivered hereunder.

23. It is further agreed that with the approval of the Advisory Board of the American Falls reservoir (provided for in the contracts between the United States and the parties participating in the American Falls reservoir), the District may during any winter or spring (prior to April 30) of any year during the term of this contract when the District and the said Advisory Board are convinced that there is going to be a surplus of water over and above the amount needed for irrigation use, sell or rent such surplus to the Power Company upon such terms as may be mutually satisfactory to the District and the Power Company, and in that event each participating irrigation company and district will be entitled to its pro rata share of the amount collected from the Power Company in the same proportion that it contributed to the payment provided for herein.

24. On account of drought, inaccuracy in distribution, or other causes, there may occur at times a shortage in the water supply provided for hereunder, and in no event shall any liability accrue against the United States, its officers, agents or employees for any damage, direct or indirect, arising therefrom, nor shall any obligation provided for herein be reduced because of any such shortage or damage.

25. No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this contract or any benefit that may arise therefrom. 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

8/8/31, *St. Aust.* By 903 M. Dixon
Secretary of the Interior

AMERICAN FALLS RESERVOIR DISTRICT

(REAL)
Attest:

By R E Shepherd

President

J H Barker

Secretary

IDAHO POWER COMPANY

(REAL)
Attest:

By M. L. Hibberd

Vice President

James L Boone

Secretary

1931 Rental

MINIDOKA PROJECT

CONTRACT

JUNE 1, 1931

AMERICAN FALLS RESV. DISTRICT.

10

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

American Falls Reservoir
Hindman Project, Idaho.

- - - - -
Three-party agreement (United States, American Falls
Reservoir District and Idaho Power Company) for lease
of reserved capacity in American Falls Reservoir.
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THIS AGREEMENT, Made this 1st day of _____
1931, 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 corpora-
tion 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 cor-
poration 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, the United States, in cooperation with the District and numerous other irrigation districts and irrigation companies of the Snake River Valley, has constructed a reservoir of approximately 1,700,000 acre-foot capacity at American Falls, Idaho, known as the American Falls reservoir, pursuant to contracts between the United States and each of said irrigation districts and irrigation companies, similar in form to the contract of June 15, 1923 between the United States and the District as amended by contracts of November 22, 1924, May 9, 1927, and December 16, 1927; and

3. WHEREAS, a part of the storage capacity of the said American Falls reservoir has been reserved by the United States for use upon certain proposed extensions of the Minidoka project, the canals for which have not yet been completed, and the water available from such reserved portion of said reservoir may be rented temporarily pending the completion of such proposed extensions; and

4. WHEREAS, under date of April 23, 1929, the United States entered into a contract with the Power Company, part of which is quoted in paragraph 13 hereof;

NOW, THEREFORE, It is hereby agreed that:

5. The District, acting on behalf of all parties having rights in the said American Falls reservoir and those herein authorized to rent water therefrom, will pay to the United States, on the date of this contract, the sum of Fifty thousand dollars (\$50,000) for the temporary rental, during the irrigation season of 1931, of the stored water available from the government's said reserved portion of American Falls reservoir not yet sold or contracted for irrigation purposes and any surplus available in 1931 from the portion of said reservoir allotted to the Goding division of the Minidoka project, which sum of \$50,000 shall accompany this contract.

6. 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 Gooding division's share of said reservoir is to be included in this rental after the season of 1931.

7. Each of the parties named in the list attached as Exhibit A may contract with the District for such amount of the stored water available for rental in 1931 as such party may desire, not exceeding the amount set after the name of each on the list hereto attached as Exhibit A, by subscribing to the form of contract hereto attached as Exhibit B; and upon execution of such contract and payment to the District of the sum of twelve (12) cents per acre-foot multiplied by the number of acre-foot named in said contract as the estimated amount of rental water to be secured by such party during 1931, such party shall be entitled to a proportionate part of the water available for rental in 1931 in the portion of the valley (upper or lower valley) in which such party is located, in the proportion hereinafter more fully defined. By "upper valley" is meant that part of Snake River Valley above American Falls and by "lower valley" is meant that part of Snake River Valley below American Falls. The right to participate in the bene-

Site of this contract will expire on 130 days after the date
of this contract)

as to any parties who have not subscribed to said contract (in form attached as Exhibit B) and made said payment to the District prior to that date.

8. Should it be found at the end of the irrigation season of 1931 that the twelve (12) cents per acre-foot paid to the District hereunder by the participating parties is more than the cost per acre-foot to the District of the water delivered hereunder by the United States, then such excess paid to the District by the participating parties over the actual cost to the District will be credited by the District on the next payment coming due to the District from such participating parties.

9. It is agreed and understood that the number of acre-foot set after the name of each party on said lists (Ex. A and C) and also named in said subscription contract of each party (in form attached as Exhibit B) is merely an estimate of the amount which it is thought can be delivered to said party at the outlets of the reservoir and is named in said lists and in said subscription contract for the purpose of determining the pro rata share of the rental supply of stored water to which such party may become entitled, and that the amount actually

furnished may be more or less than such estimated amount.

10. During the season of 1931, the stored water available for rental above American Falls (after deducting the 23,000 acre-feet covered by rental contracts heretofore made, or such part thereof as is not rescinded) will be prorated to the parties above American Falls in the proportion (as nearly as practical) that the amount subscribed by each on form of contract attached as Exhibit B is of the total subscribed above American Falls; and the number of acre-feet set after the name "American Falls Reservoir District above American Falls" on said list marked Exhibit A will be treated as subscribed above American Falls for the purpose of determining such proportion. The stored water available for rental below American Falls will be prorated to the parties below American Falls in the proportion (as nearly as practical) that the amount subscribed by each on form of contract attached hereto as Exhibit B is of the total subscribed below American Falls; and the number of acre-feet set out after the name "American Falls Reservoir District below American Falls" on said list marked Exhibit A will be treated as subscribed below American Falls for the purpose of determining such proportion. The term "amount subscribed" as used in this paragraph means the amount contracted and paid for at the rate of

twelve (12) cents per acre-foot.

11. The rental water to which the District is entitled will be divided among the several canals of the District as the District shall direct in writing, subject to the provisions of this contract.

12. Should the District exercise its option to extend this contract beyond the irrigation season of 1931, the United States will each year after 1931 during the term of this contract as extended deliver at the outlets of the American Falls and Jackson Lake reservoirs to the District and such other parties as may become entitled to participate in the benefits of this contract as extended the stored water actually available from that portion of the government's share of American Falls reservoir which has not been sold or contracted for irrigation purposes, including stored water made available for delivery above American Falls through exchange of stored water from the government's said unsold portion of American Falls reservoir for stored water in Jackson Lake reservoir, but it is understood that there will be no surplus available for rental after 1931 out of the Gooding division's share of said American Falls reservoir.

13. Upon receipt by the United States of each of the \$50,000 payments which it is provided herein

that the District may make on or before November 1, 1931, and on or before November 1 of each year thereafter to and including 1934, the Secretary of the Interior, or such officer of the United States as he shall authorize for such purpose, will each year during the extended term of this contract issue notice to the Idaho Power Company withholding from said company and reserving for irrigation use all the government's undivided share of the carryover stored water available that year in American Falls reservoir, pursuant to that part of article A-3 of the contract of April 23, 1929 between the United States and the Idaho Power Company reading as follows:

"It is agreed that if the Secretary of the Interior, or such officer as he shall specially designate for that purpose, shall find during any winter that conditions on the Snake River watershed are such that it is considered advisable to withhold from the Company a part of the said holdover storage referred to in this paragraph, for the purpose of insuring an adequate irrigation supply for the ensuing season, then such portion as the Secretary, or such officer of the United States, shall deem necessary for that purpose may be withheld from the Company, and in that event the payments for the year in which any part of such holdover storage may be withheld will be reduced at the rate of Sixty Dollars (\$60.00) for every one thousand acre feet so withheld."

14. The Power Company, by signing this contract, consents that the notice above referred to, under article A-3 of said contract, withholding from the Power Company all the government's share of the carryover stored

water in American Falls reservoir, may be given and put into effect each year during the term of this contract regardless of what the water supply conditions or water supply prospects may be, but it is understood that the Power Company assumes no responsibility under this contract and that all the terms of said contract of April 23, 1929 remain in full effect and unchanged except that the Power Company waives such right (if any) as it might otherwise have to object to the giving of said annual notice during the term of this contract withholding from the Power Company the government's share of the carryover water in American Falls reservoir and reserving the same for irrigation purposes regardless of water supply conditions or prospects, and except that it is further understood that when the government's said unsold share of carryover stored water is withheld from Idaho Power Company as provided in paragraph 13 of this agreement, the Power Company will be under no obligation to make the quarterly money payments, or any part thereof, as specified in paragraph B-1 of said contract of April 23, 1929.

15. Each of the parties named in the list hereto attached as Exhibit C may subscribe for a proportionate share of the stored water which may be available from the government's unsold share of American Falls reser-

voir during the irrigation season of 1932 and subsequent years within the term to which this contract may be extended, in the proportionate amount set after the name of each on said Exhibit C, by executing a contract with the District in the form hereto attached as Exhibit B, containing a provision obligating such party (in the event of the extension of this contract to years subsequent to 1931) to pay to the District on or before October 1, 1931, and on or before November 1st of each year thereafter up to and including 1934, a proportionate part of the sum of \$50,000 in the same proportion that such party is to share in the stored water available for rental from the government's unsold portion of American Falls reservoir during the irrigation seasons of 1932, 1933, 1934, and 1935; and if the District exercises its option and extends this contract to years subsequent to 1931, the parties named in Exhibit C who execute such contracts with the District shall be obligated to pay to the District the proportionate part named in said contract of each of said sums of \$50,000 and entitled to a like proportionate part of the stored water available for rental from the government's unsold part of said reservoir during said years, but should any such party fail to make such payment to the District on or before October 1st of any of such years, the District

may, at its option, terminate the contract with such party and such party shall thereafter have no right to any part of the said water supply available from the government's said unsold portion of said reservoir.

16. Each of the parties named on the list attached as Exhibit C may contract with the District for such proportional part of the stored water available from the government's unsold portion of said reservoir during the irrigation seasons of said years from 1932 to 1935, inclusive, as such party may desire, not exceeding the proportionate part set out on said list after the name of such party, and any part thereof not contracted by such parties or forfeited by non-payment of charges will be considered reserved to the District if the District extends the term of this contract as herein authorized. For the purpose of determining the proportionate part of the available storage to which each subscribing party is entitled during any year within the term of this contract, the amounts set after the name "American Falls Reservoir District" on lists hereto attached as Exhibits A and C are considered subscribed and contracted by the District and also such additional amounts, if any, as are forfeited to the District by the failure of other parties to make the agreed payments or retained by the District through failure of any party to subscribe for

the full maximum amount permitted to such party under lists attached as Exhibits A and C.

17. The water provided for herein will be delivered and measured at the outlets of the respective reservoirs in which the same is held, and each of the several parties entitled to a proportionate part thereof will stand its proper pro rata share of all losses after the same is released from the reservoir, and will pay its pro rata share of all cost and expense of river distribution in connection with such water, including a pro rata part of the charges of the watermaster and special deputy state commissioner of reclamation in charge of the distribution of water from said stream, payable in the same manner and subject to the same conditions applicable to the stored water to which such parties have permanent rights, the District to make such payment to the United States and to reimburse itself by collecting a proportionate part thereof from the participating parties unless such river distribution expense is paid direct to the state or county officers.

18. It is agreed that if the District, or any of the parties who are permitted to participate in the benefits of this contract, should find during any of the irrigation seasons within the term of this contract that it has more water than it needs, any surplus available

out of the water provided in this contract in excess of the needs of such party will be sold or leased by such party at cost to such other party or parties as may need the same. Any water leased or sold by any party participating in the water supply provided in this contract for use on projects other than its own during the term of this contract will be considered as water leased or sold out of the water supply provided under this contract up to the full amount of water secured by such party under this contract, and any order or instruction for the transfer of any of the water provided for herein to any project other than that of the original subscriber shall be accompanied by affidavits of both the buyer and the seller or the lessor and lessee of such water, showing the price paid therefor, and if the price charged therefor is in excess of the cost thereof to the party making such transfer or assignment, then an amount equal to double such excess or profit shall be added to the amount of the next payment to be made by such party under any contract between such party and the United States or between such party and the District and the payment thereof may be enforced by withholding delivery of water or by any other means or remedy available for the enforcement of other payments coming due under such contract. The purpose of this section is to prevent speculation in the water pro-

vided under this contract and to insure as far as possible that the water will be available to the parties who need it.

19. It is agreed that any surplus water available in 1931 out of the 400,000 acre-feet of capacity contracted to the Goding division (American Falls Reservoir District No. 2) and rented or used under this contract will be replaced to the credit of said Goding division out of the first water stored in the government's unsold share of said American Falls reservoir after said year 1931, so that during the year 1932, should said reservoir fail to fill to full capacity, said Goding division will have the same carryover right in said reservoir that it would have had therein if said surplus out of its share therein had actually been carried over in said reservoir under the contract provision, reading.

"Should there ever, in any year, be such a shortage in the flow of Snake River available for storage in American Falls Reservoir, that such flow available for storage, together with any surplus held over in said reservoir from previous years, is insufficient to fill the reservoir to full capacity, then in such year any party entitled to water from said reservoir, who shall have conserved and held over in said reservoir from the previous year any part of the water which such party was entitled to have received during such previous year, shall be entitled to the use and benefit of the water so held over by such party to the extent that such hold-over water may be necessary to complete the filling of such party's pro rata share of the reservoir capacity."

20. It is agreed and understood that parties participating in the water supply provided herein where

canals are located in the upper valley above American Falls (including that part of the District located above American Falls) will necessarily be subject to the additional limitation that if within any year within the term of this contract the amount of stored water actually available for rental or delivery hereunder in the upper valley (by exchange of storage water from the government's unsold portion of American Falls reservoir for storage water in Jackson Lake reservoir) is insufficient to supply fully the subscriptions hereunder of all such upper valley parties, then the amount of storage water actually available in such year for rental or distribution hereunder in the upper valley will be prorated among the participating upper valley parties in proportion to the amounts specified in their respective contracts hereunder.

21. It is understood that the water supply provided for herein, after the same has been released from the reservoirs of the United States, will be distributed by the proper state officers in charge of the distribution of water from Snake River and that all parties participating in the water supply provided under this contract will look to such state officers for the distribution of such water after the same has been released by the United States.

22. It is fully agreed and understood that this is a temporary water rental contract limited to the season or

consent named herein and under no condition shall any permanent water rights be acquired under this contract or by reason of water delivered hereunder, and all parties participating in the water supply provided for hereunder expressly consent that upon the expiration of the term of this contract all water rights hereunder or on account of water delivered hereunder shall terminate and revert in the United States as fully and completely as if this contract had never been made and no water had ever been delivered hereunder.

23. It is further agreed that with the approval of the Advisory Board of the American Falls reservoir (provided for in the contracts between the United States and the parties participating in the American Falls reservoir), the District may during any winter or spring (prior to April 30) of any year during the term of this contract when the District and the said Advisory Board are convinced that there is going to be a surplus of water over and above the amount needed for irrigation use, sell or rent such surplus to the Power Company upon such terms as may be mutually satisfactory to the District and the Power Company, and in that event each participating irrigation company and district will be entitled to its pro rata share of the amount collected from the Power Company in the same proportion that it contributed to the payment provided for herein.

24. On account of drought, inaccuracy in distribution, or other causes, there may occur at times a shortage in the water supply provided for hereunder, and in no event shall any liability accrue against the United States, its officers, agents or employees for any damage, direct or indirect, arising therefrom, nor shall any obligation provided for herein be reduced because of any such shortage or damage.

25. No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this contract or any benefit that may arise therefrom. 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

8/8/31, *St. Aust.* By 903 M. Dixon
Secretary of the Interior

AMERICAN FALLS RESERVOIR DISTRICT

(REAL)
Attest:

By R E Shepherd

President

J H Barker

Secretary

IDAHO POWER COMPANY

(REAL)
Attest:

By M. L. Hibberd

Vice President

James L Boone

Secretary

10-31-1932 Supp Contract

MINIDOKA PROJECT

CONTRACT

OCT. 31, 1932

AMERICAN FALLS RESV. DISTRICT.

Nash

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

American Falls Reservoir - Minidoka Project, Idaho

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

THIS AGREEMENT, Made this 31st day of October,
1932, in pursuance of the act of Congress of June 17, 1902
(32 Stat., 388), and acts amendatory thereof or supplemen-
tary 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, herein-
after 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 Power 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 Gooding 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, 1932, but is willing to contract to pay two-thirds of that amount; 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 and 1932 in the use of the stored water provided in said contract and contributed to the payment therefor are now unable to make the required payments 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, 1933 by paying to the United States the sum of \$50,000 on or before November 1, 1932, the District hereby contracts for such extension up to October 31, 1933, and payment therefor is to be made to the United States as follows: \$14,000 in cash on or before December 1, 1932, \$9,644.67 on or before March 1, 1933 and \$9,644.67 on or before June 1, 1933, a total of \$33,289.34. The options exercisable by the District under Article 6 of said contract of June 1, 1931, to extend the contract to October 31, 1934 and October 31, 1935, respectively, 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 1933 until the District shall have completed payment of the said full sum of \$33,289.34.

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

(SEAL)
Attest:

By R E Shepherd
President

J H Barker
Secretary

IDAHO POWER COMPANY

(SEAL)
Attest:

By M. L. Hibbard
President

James L. Boone
Secretary

1932 Supplement

MINIDOKA PROJECT

CONTRACT

OCT. 31, 1932

AMERICAN FALLS RESV. DISTRICT.

Nash

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

American Falls Reservoir - Minidoka Project, Idaho

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

THIS AGREEMENT, Made this 31st day of October,
1932, in pursuance of the act of Congress of June 17, 1902
(32 Stat., 388), and acts amendatory thereof or supplemen-
tary 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, herein-
after 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 Power 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 Gooding 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, 1932, but is willing to contract to pay two-thirds of that amount; 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 and 1932 in the use of the stored water provided in said contract and contributed to the payment therefor are now unable to make the required payments 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, 1933 by paying to the United States the sum of \$50,000 on or before November 1, 1932, the District hereby contracts for such extension up to October 31, 1933, and payment therefor is to be made to the United States as follows: \$14,000 in cash on or before December 1, 1932, \$9,644.67 on or before March 1, 1933 and \$9,644.67 on or before June 1, 1933, a total of \$33,289.34. The options exercisable by the District under Article 6 of said contract of June 1, 1931, to extend the contract to October 31, 1934 and October 31, 1935, respectively, 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 1933 until the District shall have completed payment of the said full sum of \$33,289.34.

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

(SEAL)
Attest:

By R E Shepherd
President

J H Barker
Secretary

IDAHO POWER COMPANY

(SEAL)
Attest:

By M. L. Hibbard
President

James L. Boone
Secretary

12-1-1933 Supp Contract

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

- - -

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

- - -

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

1933 Supplemental

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

- - -

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

- - -

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

10-1-1934 Conservation Contract

Owyhee

DEPARTMENT OF THE INTERIOR

Bureau of Reclamation

CONTRACT DATED

Oct. 1, 1934

with

IDAHO POWER COMPANY

(Conservation of Snake River
Water & Furnishing of
Transmission Service)

(Symbol Ilr-801)

UNITED STATES
DEPARTMENT OF THE INTERIOR
Bureau of Reclamation

SNAKE RIVER VALLEY PROJECTS
and
OWYHEE PROJECT

Contract between United States and Idaho Power Company
for conservation of Snake River water and
furnishing transmission service

THIS AGREEMENT, Made this 1st day of October, 1934, in pursuance of the act of Congress of June 17, 1902 (32 Stat. 388) and acts amendatory thereof or supplementary thereto, between the UNITED STATES OF AMERICA, hereinafter styled the United States, acting for this purpose by T. A. Walters, First Assistant Secretary of the Interior, and IDAHO POWER COMPANY, a corporation organized 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 therein at Boise, Idaho, hereinafter styled the Company, its successors and assigns.

WITNESSETH, That:

WHEREAS, for the purpose of enabling the United States to build a dam and storage reservoir and power plant on Snake River at American Falls, Idaho, the parties hereto entered into a certain contract under date of June 15, 1923, hereinafter referred to as the 1923 contract, whereby the Company conveyed to the United States certain real property, two certain power plants and all the water rights, appropriations, water filings and permits at American Falls, Idaho, except those certain rights expressly reserved to the Company, as in said contract set forth; and

WHEREAS, the parties hereto entered into a certain temporary contract under date of April 23, 1929, hereinafter referred to as the 1929 contract, whereby provision for the winter release of water in American Falls reservoir was made which contract expires October 1, 1938; and

WHEREAS, during several years since the construction of said dam and reservoir there has been a shortage of water available for filling said reservoir and for irrigation purposes from Snake River; and

WHEREAS, to meet possible future like emergencies arising from extreme low water years, various plans to effect a greater conservation of Snake River water to be impounded in said reservoir to be used for irrigation purposes have been proposed and considered; and

WHEREAS, the Company has electric power plant and generating facilities at said American Falls on Snake River with an approximate capacity of 27,000 kilowatts, and the United States has an electric power plant and generating facilities at Minidoka Dam below American Falls on Snake River, with an approximate capacity of 10,000 kilowatts; and

WHEREAS, one of the plans proposed for conservation of Snake River water for storage and irrigation purposes was for the construction of a power plant with a 7,500 kilowatt generating unit by the United States at American Falls; and

WHEREAS, the Company has proposed to furnish power from its

present facilities to be utilized in connection with the use of the present facilities of the United States at Minidoka, Black Canyon and Diversion in such way as will effect a conservation of water in said reservoir for storage and irrigation purposes; and

WHEREAS, the construction of such a power plant by the United States at American Falls is embraced within the original plans and specifications for the construction of the American Falls reservoir to be utilized for the purpose of more nearly insuring that the American Falls reservoir will fill from year to year and also provide such additional power as may be needed; and

WHEREAS, after careful study and consideration it has been determined that conservation of Snake River water for summer irrigation purposes in substantially greater amounts than could be accomplished by the construction of such new unit at American Falls may be immediately effected by coordinated use of the present plant facilities of the Company and of the present plant facilities of the United States; and

WHEREAS, the plan proposed for the coordinated use of such facilities is seemingly both practicable and feasible and will not only effect a substantial conservation of water in the American Falls reservoir for irrigation purposes but will supplement the power requirements of Minidoka project;

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

A 1. The Company shall be permitted to use for power at American Falls during the period of this agreement any water in

addition to its own released from American Falls reservoir.

2. The release of the Two Hundred Fifty-Five Thousand (255,000) acre-feet of the water reserved to the Company under paragraph 19 of the 1923 contract being a part of the water for which regulation and control is provided in paragraph 18 of said contract shall hereafter during the life of this agreement as herein provided be subject to the direction and limitation of the Bureau of Reclamation provided there shall be released such portion of said Two Hundred Fifty-five Thousand (255,000) acre-feet of water as may be necessary to make the total flow at the head of Shoshone Falls as provided and prescribed in paragraph 21 of the 1923 contract, except that the amounts so released each year shall not exceed during the term of this agreement, the amounts that may be necessary to make during the term of this agreement, the total flow at the head of Shoshone Falls:

790	second-feet,	October 1	to November 30,	inc.
870	" "	December 1	to January 31,	inc.
790	" "	February 1	to February 12,	inc.
690	" "	February 13	to March 15,	inc.

with no further requirement for the release of said water over Milner Dam between March 16th and June 10th incl., exclusive, however, of any part of the Company's Forty-five Thousand (45,000) acre-feet of primary storage, and the water referred to in the last sentence of paragraph 10 of the 1923 contract. For the sole purpose of preserving to the Company the right it might otherwise have to the use of the

Two Hundred-Fifty-five Thousand (255,000) acre-feet of water, it is agreed that the whole of said Two Hundred Fifty-five Thousand (255,000) acre-feet of water shall be released from American Falls Reservoir once during each five-year period (or once during such lesser or other period as the Idaho status relating to abandonment of rights to the use of water may provide) for use at the American Falls plant of Company but at such times and in such manner as the officers of the United States in charge of American Falls Reservoir shall deem least detrimental to irrigation and provided that once in said five-year period or said lesser or other period there shall be released an amount of water sufficient to preserve to the Company the right to make the total flow at the head of Shoshone Falls in the amounts and at the times as prescribed and specified in said paragraph 21.

3. For the period from October 1 of each year to April 1 of the following year after the United States plant at Minidoka Dam has generated such energy as is available from the efficient use of the water available at said plant during such period then the Company agrees to deliver at approximately 132 k.v. at said Minidoka Power Plant from its power plant at American Falls or other of its power plants in Idaho such power and energy as is necessary to meet the power demands and uses on the Minidoka project, provided that the Company shall not be obligated in any event to furnish power hereunder

during said period in an amount which will make the total power available to the Minidoka project from the Company and from the Minidoka Power Plant exceed the 10,000 k.w. of winter power provided for in paragraph 23 of the 1923 contract. In consideration of the benefits which will inure to Company by the United States forbearing to construct a power plant at American Falls at the time of entering this contract and the Company being permitted to use through its power plant at American Falls during the period of this agreement such water in addition to its own as may be released from the American Falls Reservoir until such time as the United States may construct and place in operation a power plant at American Falls and the furnishing of certain power and energy by the United States to the Company and the indirect benefits that will inure to the Company by the conservation of water in American Falls reservoir and the other benefits accruing to the Company under this agreement, no charge shall be made under this agreement for the power and energy so furnished during the nonirrigating season.

B As a part of this agreement and to meet the other increase in power demands and uses on the Minidoka project, the Company will furnish power and energy to the United States at approximately 132 k.v. delivered at Minidoka power plant for use on said Minidoka project as follows:

At such time and as often as may be required during the months of April to September, inclusive, up to 7,500 k.w. of which

the power to be furnished over 4,000 k.w. is understood to be breakdown power only. By breakdown power as used herein is meant power furnished by the Company in excess of 4,000 k.w. to replace power temporarily lost or unavailable on account of a breakdown or interruption in operation of some part of the Minidoka power plant.

In consideration of the other benefits received by the Company under this agreement breakdown service will be furnished by the Company upon the payment by the United States of \$2.00 per hour for the first 720 hours in each calendar year and for each hour thereafter in such calendar year United States will pay \$4.00 per hour. No money payments shall be made for power furnished by the Company except for breakdown service.

B-1 The present Black Canyon contract under date of April 10, 1930, between United States and this Company is extended to run concurrently with this agreement, provided that the United States shall deliver to the Company under said Black Canyon contract all the Black Canyon power and energy available in excess of that power and energy now specifically reserved under said contract when used for construction and other purposes, including operating purposes at Owyhee Dam and Tunnel Canyon, and in excess of the power and energy being used by irrigation customers now served by the United States from said Black Canyon plant, except that the United States shall have the option to furnish power and energy to Owyhee Ditch

pumps and to the Fayette Division of the Boise Project; also additional power to enlargements of and additions to the Payette-Oregon Slope pumping plant equal to the requirements of the Crystal Irrigation District, Bench Irrigation District, the Slide Irrigation District; also the requirements of the North and South Advancement pumps, provided that in the case of such Advancement pumps the United States Bureau of Reclamation shall install transformers to receive power from Company's present distribution lines, which latter provision is in addition to the transmission provisions of the present Black Canyon contract, provided in each instance above set forth other than the irrigation customers now served by the United States from the Black Canyon plant an equivalent reduction is made in the demands and uses of the Gem Irrigation District; however, for the seasons of 1935 and 1936 the requirements of Owyhee Ditch pumps and Advancement pumps may be supplied from a reduction in the demands of the Ontario-Nyssa pumps. And in addition thereto, the United States shall deliver to Company all power and energy available from the present Minidoka power plant not required for power demands and uses on said projects, except the power used at Albion, or in the event of enlargement of said plant, then from a capacity equal to the capacity of said present plant.

C Unless terminated in the manner hereinafter provided, this agreement shall remain in force and effect until such time as the

United States, its assigns, permittees or licensees shall construct, and place in operation a power plant at American Falls and the United States shall give Company at least sixty days' notice at its office at Boise, Idaho, of the date on which any such plant shall be placed in operation, provided that this agreement may be terminated by the United States at any date after five years from the effective date provided in "G" hereof by giving written notice to the Company at least two years prior to such date of termination and may be terminated by the Company at any date after 25 years from the said effective date hereof by giving notice to the Secretary of the Interior at least ten years prior to such date of termination; and Provided further, that the Secretary of the Interior may terminate this agreement at his option at any time, by giving the Company six months' written notice, in the event of a final court decision or final court decisions (A) holding (1) that the Secretary cannot lawfully secure an annual net income of \$50,000 to reimburse the United States for the use of the Black Canyon plant by assessments or charges as an item of reservoir operation and maintenance cost against the parties who are benefited by the water saved hereunder, and also holding (2) that the Secretary cannot lawfully secure such income by sale of the power furnished under Article 3 and Section B thereof, to the Minidoka Irrigation District; or (B) holding that the Secretary may not discontinue or reduce the nonirrigation season use of the

power plant at Minidoka Dam in order to conserve the flow of Snake River for storage, for the purpose of irrigation, in the American Falls Reservoir for the benefit of the contracting parties therein, and in the proposed reservoir in the North Fork, if and when it is built. The United States, its assigns, permittees or licensees shall not within 5 years from the date of this agreement construct and/or place in operation additional generating facilities at Minidoka Dam for any purpose other than supplementary to the present facilities thereat in furnishing the power demands and uses on the Minidoka Project. During the life of this agreement the United States will not sell power from its Minidoka Project power system outside of the Minidoka Project in excess of an amount of power 850 k.w. less than the amount generated from the additional power unit or units hereafter installed at the Minidoka Dam except the power furnished at Albion.

D. In effecting the necessary conservation of water at American Falls Reservoir and thus aiding in carrying out both the letter and spirit of this agreement, the Company and the United States agree to effect, so far as practicable, a closely coordinated and synchronized operation of their respective plants. In case of breakdown the United States agrees to restore its plant or plants to full operating condition with all possible diligence so far as consistent with ordinary construction methods and laws and regulations applicable to Government work.

E This agreement shall not alter, amend or affect in any way the terms and conditions of the 1923 contract, except in so far as the release by American Falls and Milner Dam of the Two Hundred Fifty-five Thousand (255,000) acre-feet of water reserved to the Company under paragraph 19 of the 1923 contract, being a part of the water for which regulation and control is provided in paragraph 18 of said contract, is changed as herein specified for the duration of this agreement nor constitute or be construed as a release, surrender or abandonment of any of the Company's power or water rights.

F The 1929 contract shall be suspended during the term of this agreement.

G This agreement shall take effect October 1, 1934, and shall continue in effect as above provided until terminated in the manner hereinbefore provided.

H Nothing in this contract contained shall be or constitute a release, surrender or abandonment by the United States of any of its rights to use of water for power purposes at the Minidoka Power plant nor a release, surrender or abandonment by the United States of any rights acquired by construction of the American Falls reservoir.

I It is agreed that the water conserved and made available by the terms of this agreement is for storage in the American Falls Reservoir except the water saved by the Company's release of the right to have water discharged over Milner Dam which water may be stored in the North Fork Reservoir if built and is in lieu of water that would otherwise be conserved and so stored by the construction of the

said generating unit at the American Falls Reservoir and shall inure to the benefit of all parties interested in American Falls Reservoir in like manner and extent.

J This agreement shall inure to the benefit of, and be binding upon the successors and assigns of the Company and also upon the successors and assigns of the United States.

K No member of or delegate to Congress or resident commissioner shall be admitted to any share or part of this contract or to any benefit which may arise therefrom. 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 signed their names the day and year first above written, said Company acting in pursuance of a resolution of its Board of Directors duly adopted May 9th, 1935.

UNITED STATES OF AMERICA

(SEAL)

By (sgd) T. A. Walters
First Assistant Secretary
of the Interior

(SEAL)

IDAHO POWER COMPANY

Attest:

By (sgd) K. M. Robinson
President

(Sgd) James L. Boone
Secretary

Memo Sheet

Idaho Power Company - American Falls storage May 1, 1929-
Oct. 1, 1938, Lease Apr. 23, 1929, Ilr-543 [suspended by
contract Oct. 1, 1934, Ilr-801]

Idaho Power Co. and American Falls Reservoir District
lease June 1, 1931, Ilr-656
supplemental lease Oct. 31, 1932, Ilr-656
supplemental lease Dec. 1, 1933, Ilr-656
supplemental lease Nov. 1, 1934, Ilr-656
[expired Oct. 31, 1935]

11-1-1934 Supp Contract

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

- - -

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

- - -

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 supplemen-
tary 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, herein-
after 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

1934 Supplemental

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

- - -

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

- - -

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

10-1-1934 ILR - 801

Owyhee

DEPARTMENT OF THE INTERIOR

Bureau of Reclamation

CONTRACT DATED

Oct. 1, 1934

with

IDAHO POWER COMPANY

(Conservation of Snake River
Water & Furnishing of
Transmission Service)

(Symbol Ilr-801)

UNITED STATES
DEPARTMENT OF THE INTERIOR
Bureau of Reclamation

SNAKE RIVER VALLEY PROJECTS
and
OWYHEE PROJECT

Contract between United States and Idaho Power Company
for conservation of Snake River water and
furnishing transmission service

THIS AGREEMENT, Made this 1st day of October, 1934, in pursuance of the act of Congress of June 17, 1902 (32 Stat. 388) and acts amendatory thereof or supplementary thereto, between the UNITED STATES OF AMERICA, hereinafter styled the United States, acting for this purpose by T. A. Walters, First Assistant Secretary of the Interior, and IDAHO POWER COMPANY, a corporation organized 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 therein at Boise, Idaho, hereinafter styled the Company, its successors and assigns.

WITNESSETH, That:

WHEREAS, for the purpose of enabling the United States to build a dam and storage reservoir and power plant on Snake River at American Falls, Idaho, the parties hereto entered into a certain contract under date of June 15, 1923, hereinafter referred to as the 1923 contract, whereby the Company conveyed to the United States certain real property, two certain power plants and all the water rights, appropriations, water filings and permits at American Falls, Idaho, except those certain rights expressly reserved to the Company, as in said contract set forth; and

WHEREAS, the parties hereto entered into a certain temporary contract under date of April 23, 1929, hereinafter referred to as the 1929 contract, whereby provision for the winter release of water in American Falls reservoir was made which contract expires October 1, 1938; and

WHEREAS, during several years since the construction of said dam and reservoir there has been a shortage of water available for filling said reservoir and for irrigation purposes from Snake River; and

WHEREAS, to meet possible future like emergencies arising from extreme low water years, various plans to effect a greater conservation of Snake River water to be impounded in said reservoir to be used for irrigation purposes have been proposed and considered; and

WHEREAS, the Company has electric power plant and generating facilities at said American Falls on Snake River with an approximate capacity of 27,000 kilowatts, and the United States has an electric power plant and generating facilities at Minidoka Dam below American Falls on Snake River, with an approximate capacity of 10,000 kilowatts; and

WHEREAS, one of the plans proposed for conservation of Snake River water for storage and irrigation purposes was for the construction of a power plant with a 7,500 kilowatt generating unit by the United States at American Falls; and

WHEREAS, the Company has proposed to furnish power from its

present facilities to be utilized in connection with the use of the present facilities of the United States at Minidoka, Black Canyon and Diversion in such way as will effect a conservation of water in said reservoir for storage and irrigation purposes; and

WHEREAS, the construction of such a power plant by the United States at American Falls is embraced within the original plans and specifications for the construction of the American Falls reservoir to be utilized for the purpose of more nearly insuring that the American Falls reservoir will fill from year to year and also provide such additional power as may be needed; and

WHEREAS, after careful study and consideration it has been determined that conservation of Snake River water for summer irrigation purposes in substantially greater amounts than could be accomplished by the construction of such new unit at American Falls may be immediately effected by coordinated use of the present plant facilities of the Company and of the present plant facilities of the United States; and

WHEREAS, the plan proposed for the coordinated use of such facilities is seemingly both practicable and feasible and will not only effect a substantial conservation of water in the American Falls reservoir for irrigation purposes but will supplement the power requirements of Minidoka project;

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

A 1. The Company shall be permitted to use for power at American Falls during the period of this agreement any water in

addition to its own released from American Falls reservoir.

2. The release of the Two Hundred Fifty-Five Thousand (255,000) acre-feet of the water reserved to the Company under paragraph 19 of the 1923 contract being a part of the water for which regulation and control is provided in paragraph 18 of said contract shall hereafter during the life of this agreement as herein provided be subject to the direction and limitation of the Bureau of Reclamation provided there shall be released such portion of said Two Hundred Fifty-five Thousand (255,000) acre-feet of water as may be necessary to make the total flow at the head of Shoshone Falls as provided and prescribed in paragraph 21 of the 1923 contract, except that the amounts so released each year shall not exceed during the term of this agreement, the amounts that may be necessary to make during the term of this agreement, the total flow at the head of Shoshone Falls:

790	second-feet,	October 1	to November 30,	inc.
870	" "	December 1	to January 31,	inc.
790	" "	February 1	to February 12,	inc.
690	" "	February 13	to March 15,	inc.

with no further requirement for the release of said water over Milner Dam between March 16th and June 10th incl., exclusive, however, of any part of the Company's Forty-five Thousand (45,000) acre-feet of primary storage, and the water referred to in the last sentence of paragraph 10 of the 1923 contract. For the sole purpose of preserving to the Company the right it might otherwise have to the use of the

Two Hundred-Fifty-five Thousand (255,000) acre-feet of water, it is agreed that the whole of said Two Hundred Fifty-five Thousand (255,000) acre-feet of water shall be released from American Falls Reservoir once during each five-year period (or once during such lesser or other period as the Idaho status relating to abandonment of rights to the use of water may provide) for use at the American Falls plant of Company but at such times and in such manner as the officers of the United States in charge of American Falls Reservoir shall deem least detrimental to irrigation and provided that once in said five-year period or said lesser or other period there shall be released an amount of water sufficient to preserve to the Company the right to make the total flow at the head of Shoshone Falls in the amounts and at the times as prescribed and specified in said paragraph 21.

3. For the period from October 1 of each year to April 1 of the following year after the United States plant at Minidoka Dam has generated such energy as is available from the efficient use of the water available at said plant during such period then the Company agrees to deliver at approximately 132 k.v. at said Minidoka Power Plant from its power plant at American Falls or other of its power plants in Idaho such power and energy as is necessary to meet the power demands and uses on the Minidoka project, provided that the Company shall not be obligated in any event to furnish power hereunder

during said period in an amount which will make the total power available to the Minidoka project from the Company and from the Minidoka Power Plant exceed the 10,000 k.w. of winter power provided for in paragraph 23 of the 1923 contract. In consideration of the benefits which will inure to Company by the United States forbearing to construct a power plant at American Falls at the time of entering this contract and the Company being permitted to use through its power plant at American Falls during the period of this agreement such water in addition to its own as may be released from the American Falls Reservoir until such time as the United States may construct and place in operation a power plant at American Falls and the furnishing of certain power and energy by the United States to the Company and the indirect benefits that will inure to the Company by the conservation of water in American Falls reservoir and the other benefits accruing to the Company under this agreement, no charge shall be made under this agreement for the power and energy so furnished during the nonirrigating season.

B As a part of this agreement and to meet the other increase in power demands and uses on the Minidoka project, the Company will furnish power and energy to the United States at approximately 132 k.v. delivered at Minidoka power plant for use on said Minidoka project as follows:

At such time and as often as may be required during the months of April to September, inclusive, up to 7,500 k.w. of which

the power to be furnished over 4,000 k.w. is understood to be breakdown power only. By breakdown power as used herein is meant power furnished by the Company in excess of 4,000 k.w. to replace power temporarily lost or unavailable on account of a breakdown or interruption in operation of some part of the Minidoka power plant.

In consideration of the other benefits received by the Company under this agreement breakdown service will be furnished by the Company upon the payment by the United States of \$2.00 per hour for the first 720 hours in each calendar year and for each hour thereafter in such calendar year United States will pay \$4.00 per hour. No money payments shall be made for power furnished by the Company except for breakdown service.

B-1 The present Black Canyon contract under date of April 10, 1930, between United States and this Company is extended to run concurrently with this agreement, provided that the United States shall deliver to the Company under said Black Canyon contract all the Black Canyon power and energy available in excess of that power and energy now specifically reserved under said contract when used for construction and other purposes, including operating purposes at Owyhee Dam and Tunnel Canyon, and in excess of the power and energy being used by irrigation customers now served by the United States from said Black Canyon plant, except that the United States shall have the option to furnish power and energy to Owyhee Ditch

pumps and to the Fayette Division of the Boise Project; also additional power to enlargements of and additions to the Payette-Oregon Slope pumping plant equal to the requirements of the Crystal Irrigation District, Bench Irrigation District, the Slide Irrigation District; also the requirements of the North and South Advancement pumps, provided that in the case of such Advancement pumps the United States Bureau of Reclamation shall install transformers to receive power from Company's present distribution lines, which latter provision is in addition to the transmission provisions of the present Black Canyon contract, provided in each instance above set forth other than the irrigation customers now served by the United States from the Black Canyon plant an equivalent reduction is made in the demands and uses of the Gem Irrigation District; however, for the seasons of 1935 and 1936 the requirements of Owyhee Ditch pumps and Advancement pumps may be supplied from a reduction in the demands of the Ontario-Nyssa pumps. And in addition thereto, the United States shall deliver to Company all power and energy available from the present Minidoka power plant not required for power demands and uses on said projects, except the power used at Albion, or in the event of enlargement of said plant, then from a capacity equal to the capacity of said present plant.

C Unless terminated in the manner hereinafter provided, this agreement shall remain in force and effect until such time as the

United States, its assigns, permittees or licensees shall construct, and place in operation a power plant at American Falls and the United States shall give Company at least sixty days' notice at its office at Boise, Idaho, of the date on which any such plant shall be placed in operation, provided that this agreement may be terminated by the United States at any date after five years from the effective date provided in "G" hereof by giving written notice to the Company at least two years prior to such date of termination and may be terminated by the Company at any date after 25 years from the said effective date hereof by giving notice to the Secretary of the Interior at least ten years prior to such date of termination; and Provided further, that the Secretary of the Interior may terminate this agreement at his option at any time, by giving the Company six months' written notice, in the event of a final court decision or final court decisions (A) holding (1) that the Secretary cannot lawfully secure an annual net income of \$50,000 to reimburse the United States for the use of the Black Canyon plant by assessments or charges as an item of reservoir operation and maintenance cost against the parties who are benefited by the water saved hereunder, and also holding (2) that the Secretary cannot lawfully secure such income by sale of the power furnished under Article 3 and Section B thereof, to the Minidoka Irrigation District; or (B) holding that the Secretary may not discontinue or reduce the nonirrigation season use of the

power plant at Minidoka Dam in order to conserve the flow of Snake River for storage, for the purpose of irrigation, in the American Falls Reservoir for the benefit of the contracting parties therein, and in the proposed reservoir in the North Fork, if and when it is built. The United States, its assigns, permittees or licensees shall not within 5 years from the date of this agreement construct and/or place in operation additional generating facilities at Minidoka Dam for any purpose other than supplementary to the present facilities thereat in furnishing the power demands and uses on the Minidoka Project. During the life of this agreement the United States will not sell power from its Minidoka Project power system outside of the Minidoka Project in excess of an amount of power 850 k.w. less than the amount generated from the additional power unit or units hereafter installed at the Minidoka Dam except the power furnished at Albion.

D. In effecting the necessary conservation of water at American Falls Reservoir and thus aiding in carrying out both the letter and spirit of this agreement, the Company and the United States agree to effect, so far as practicable, a closely coordinated and synchronized operation of their respective plants. In case of breakdown the United States agrees to restore its plant or plants to full operating condition with all possible diligence so far as consistent with ordinary construction methods and laws and regulations applicable to Government work.

E This agreement shall not alter, amend or affect in any way the terms and conditions of the 1923 contract, except in so far as the release by American Falls and Milner Dam of the Two Hundred Fifty-five Thousand (255,000) acre-feet of water reserved to the Company under paragraph 19 of the 1923 contract, being a part of the water for which regulation and control is provided in paragraph 18 of said contract, is changed as herein specified for the duration of this agreement nor constitute or be construed as a release, surrender or abandonment of any of the Company's power or water rights.

F The 1929 contract shall be suspended during the term of this agreement.

G This agreement shall take effect October 1, 1934, and shall continue in effect as above provided until terminated in the manner hereinbefore provided.

H Nothing in this contract contained shall be or constitute a release, surrender or abandonment by the United States of any of its rights to use of water for power purposes at the Minidoka Power plant nor a release, surrender or abandonment by the United States of any rights acquired by construction of the American Falls reservoir.

I It is agreed that the water conserved and made available by the terms of this agreement is for storage in the American Falls Reservoir except the water saved by the Company's release of the right to have water discharged over Milner Dam which water may be stored in the North Fork Reservoir if built and is in lieu of water that would otherwise be conserved and so stored by the construction of the

said generating unit at the American Falls Reservoir and shall inure to the benefit of all parties interested in American Falls Reservoir in like manner and extent.

J This agreement shall inure to the benefit of, and be binding upon the successors and assigns of the Company and also upon the successors and assigns of the United States.

K No member of or delegate to Congress or resident commissioner shall be admitted to any share or part of this contract or to any benefit which may arise therefrom. 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 signed their names the day and year first above written, said Company acting in pursuance of a resolution of its Board of Directors duly adopted May 9th, 1935.

UNITED STATES OF AMERICA

(SEAL)

By (sgd) T. A. Walters
First Assistant Secretary
of the Interior

(SEAL)

IDAHO POWER COMPANY

Attest:

By (sgd) K. M. Robinson
President

(Sgd) James L. Boone
Secretary

Memo Sheet

Idaho Power Company - American Falls storage May 1, 1929-
Oct. 1, 1938, Lease Apr. 23, 1929, Ilr-543 [suspended by
contract Oct. 1, 1934, Ilr-801]

Idaho Power Co. and American Falls Reservoir District
lease June 1, 1931, Ilr-656
supplemental lease Oct. 31, 1932, Ilr-656
supplemental lease Dec. 1, 1933, Ilr-656
supplemental lease Nov. 1, 1934, Ilr-656
[expired Oct. 31, 1935]

10-1-1946 Contract

UNITED STATES
DEPARTMENT OF THE INTERIOR
Bureau of Reclamation

MINIDOKA PROJECT - IDAHO

CONTRACT BETWEEN THE UNITED STATES OF AMERICA
and the
IDAHO POWER COMPANY

THIS CONTRACT made as of this 1st day of October, 1946, pursuant to the Act of June 17, 1902, 32 Stat. 386, and acts amendatory thereof and supplementary thereto, between THE UNITED STATES OF AMERICA, represented by the officer executing this contract, hereinafter referred to as the United States; and the IDAHO POWER COMPANY, a corporation organized under the laws of the State of Maine and authorized to do business in the State of Idaho, having its principal place of business at Boise, Idaho, hereinafter referred to as the Company;

WITNESSETH, That:

2. WHEREAS, the United States has approximately 433,000 acre-feet of reserved space in American Falls Reservoir and has surplus water available in that space;

3. WHEREAS, the Company and the United States have entered into various contracts defining the relative rights to storage in American Falls Reservoir, the principal contract being the one dated June 15, 1923, as amended by the contract of October 1, 1934; and

4. WHEREAS, the parties desire to enter into a temporary contract to make available to the Company surplus water available to the United States in its reserved space, and to provide for the release of such waters from American Falls Reservoir in a manner suited to the meeting of the Company's power system loads;

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants hereinafter stated, agree as follows:

5. The United States will make available from American Falls Reservoir during the period from October 1, 1946 through January 31, 1947, such amount of water, not to exceed 100,000 acre-feet, as the Superintendent of the Minniska Project (herein called the Project Superintendent) determines may properly be sold out of the water available to the United States by reason of its reserved space. The present expectation is that approximately 50,000 acre-feet of water can be made available, but the United States shall notify the Company in writing on or before November 15 as to the minimum amount that will be made available and as to the estimated maximum that may be available during the period above stated.

6. (a) For the purpose of assisting the Company in meeting its power system loads, the United States, during the period defined in (b) of this article, will release from and through American Falls Reservoir, as requested by the Company, such water as is available to the Company under its existing rights, such water as is to be made available to it under the provisions of article 5 of this contract, and such other water as the United States releases from or through American Falls Reservoir to satisfy valid appropriation rights below American Falls, subject to the following limitations:

(1) No water made available under article 5 of this contract will be released after January 31, 1947.

(2) Except in cases of emergency:--not more than four adjustments in the rate of release of water from American Falls Reservoir will be made at the request of the Company in any calendar day, and no adjustments will be made between the hours of 10 p.m. of one day and 7 a.m. of the succeeding day, Mountain Standard time. Whether an emergency exists will be determined by the Project Superintendent.

(3) The maximum release at any time at the request of the Company will be the flow that can be used effectively for power production at its American Falls power plant.

(4) No requested release will be made in such manner or at such times that, in the judgment of the Project Superintendent, might result in substantial injury to any of the facilities of the United States being operated in connection with the Minidoka Project.

(5) Rates of release of water from American Falls Reservoir may be controlled by the Project Superintendent from time to time during the period defined in (b) of this article, without regard to the Company's requests, when such control is requisite, in the judgment of the Project Superintendent, to prevent undue flood below American Falls Dam or to avoid unsatisfactory operating conditions with respect to any of the facilities of the Minidoka Project.

(b) The period during which releases as provided in (a) of this article 6 will be made begins October 1, 1946, and ends when the Project Superintendent notifies the Company that control of rates of release at American Falls Reservoir is being resumed in connection with irrigation operations, but in any event not later than April 15, 1947.

(c) Requests hereunder for adjustments in the rate of release will be made by the Company's Superintendent of Power or Chief Dispatcher, or the officer in charge of the American Falls plant. All requests shall be directed to the Project Superintendent through the Bureau's Reservoir Superintendent at American Falls and will be acted on when received by the Reservoir Superintendent, unless otherwise directed by the Project Superintendent. Oral requests shall be made only between the hours of 7 a.m. and 9 p.m. of any one day, and shall be confirmed in writing to the Project Superintendent at Burley, with copy to the Reservoir Superintendent at American Falls, within two (2) days of the date of the request. Within the limitations above stated, requests shall reach the Reservoir Superintendent not less than one (1) hour in advance of the time the adjustment is desired.

7. The making of releases of water hereunder as requested by the Company will result in fluctuations in flow in the river channel below American Falls Dam and also below Minidoka Dam. The Company shall hold the United States harmless from any claims by third parties arising as the result of such fluctuations.

8. (a) The Company shall pay for water made available to it as provided in article 5 hereof at the rate of ten cents (\$0.10) per acre-foot.

All water released at the request of the Company during the period from October 1, 1946 through January 31, 1947, in excess of the amount released to satisfy actual total diversions into all canals at Minidoka and Milner dams and the amount that the Company is entitled to have released during that period under its existing rights, shall be charged as water made available to it under article 5. For the purposes of this contract, the records of the United States Geological Survey shall be accepted in determining the actual diversions into the canals at Minidoka and Milner dams. The determination of the amount made available to the Company under article 5 will be made by the Project Superintendent. This determination shall be made promptly after January 31, 1947, and a statement thereof furnished to the Company at its principal office at Boise, Idaho. Payment for the water made available shall be made within thirty (30) days after the presentation of such statement.

(b) The Company shall pay at the rate of five dollars (\$5.00) for each adjustment of the rate of release at American Falls Dam made at its request under this contract, unless the adjustment requested results in expenses substantially in excess of that amount. In the latter event the Company shall pay also such additional expenses, as determined by the Project Superintendent; provided, that, whenever it appears to the Project Superintendent that such additional expenses are likely to be incurred in a requested adjustment, he shall inform the Company thereof before proceeding to make the adjustment. A bill covering the adjustments and any such additional expenses for each month will be presented to the Company immediately following the close of each month, and payment thereof shall be made on or

before the first of the month following that in which the bill is presented.

(c) Any amounts due under this contract which are not paid when due shall bear interest at the rate of six per cent (6%) per annum from the date of delinquency.

(d) Payments hereunder shall be made to the Project Superintendent at Burley, Idaho, by checks made payable to the Treasurer of the United States.

9. This contract is a temporary one, the special release provisions to be effective only during the period defined in (b) of article 6 above. This contract is intended only to be supplemental to existing contracts between the United States and the Company, and is not to be construed in anywise as altering, amending or interpreting any existing contract between the parties or any of their respective rights.

10. No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit that may arise herefrom, but this restriction shall not be construed to extend to this contract if made with a corporation or company for its general benefit.

THE UNITED STATES OF AMERICA

By Paul I. Howell
Regional Director, Region 1,
Bureau of Reclamation,
Boise, Idaho.

IDaho POWER COMPANY

ATTEST:

By O. C. Strick
President

A. C. Jones
Secretary

(Seal)

RESOLUTION

RESOLVED that the officers of this Company shall have such powers, duties and authority as usually pertain to their offices respectively, including the power and authority of the President, Vice-President, General Manager or Assistant General Manager of the Company to execute, for and on behalf of this Company, all contracts and agreements for the supplying of electric service by the Company and all matters incidental thereto; provided, that all contracts and agreements for the supplying of electric service, and matters incidental thereto, may be executed for and on behalf of this Company by a Division Manager of the Company.

STATE OF IDAHO }
COUNTY OF ADA } ss

I, A. C. IMMAN, do hereby certify that I am the Secretary of Idaho Power Company; that the above and foregoing is a true, full and correct copy of a resolution unanimously passed and adopted by the Board of Directors of said Company at a regular meeting of said Board held at Boise, Idaho, on Thursday, the 11th day of April, 1946, at which meeting more than a quorum of Directors were present and voting throughout the meeting and at the time of the passage and adoption of said resolution; that the said resolution has never been modified or rescinded, and the same is in full force and effect as of the date of this certificate.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of said Company this 10th day of January, 1947.

A. C. Imman

(CORPORATE SEAL)

10-1-1947 Contract

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

Minidoka Project, Idaho

CONTRACT BETWEEN THE UNITED STATES OF AMERICA
and the
IDAHO POWER COMPANY

1. THIS CONTRACT, Made as of this 1st day of October, 1947, pursuant to the Act of June 17, 1902 (32 Stat. 388), and acts amendatory thereof and supplementary thereto, between THE UNITED STATES OF AMERICA, represented by the officer executing this contract, hereinafter referred to as the United States; and the IDAHO POWER COMPANY, a corporation organized under the laws of the State of Maine and authorized to do business in the State of Idaho, having its principal place of business at Boise, Idaho, hereinafter referred to as the Company;

WITNESSETH, THAT:

2. WHEREAS, the United States and the Company have entered into various contracts defining the relative rights to storage in American Falls Reservoir, the principal contract being the one dated June 15, 1923, as amended by the contract of October 1, 1934; and

3. WHEREAS, the parties desire to enter into a temporary contract to provide for the release of water from American Falls Reservoir in a manner suited to the meeting of the Company's power system loads;

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants hereinafter stated, agree as follows:

4. (a) For the purpose of assisting the Company in meeting its power system loads, the United States, during the period defined in (b) of this article, will release from and through American Falls Reservoir, as requested by the Company, such water as is available to the Company under its existing rights, and such other water as the United States releases from or through American Falls Reservoir to satisfy valid appropriation rights below American Falls, subject to the following limitations:

(1) Except in cases of emergency:--not more than four adjustments in the rate of release of water from American Falls Reservoir will be made at the request of the Company in any calendar day, and no adjustments will be made between the hours of 10 p.m. of one day and 7 a.m. of the succeeding day, Mountain Standard time. Whether an emergency exists will be determined by the Project Superintendent.

(2) The maximum release at any time at the request of the Company will be the flow that can be used effectively for power production at its American Falls Power Plant.

(3) No requested release will be made in such manner or at such times that, in the judgment of the Project Superintendent, might result in substantial injury to any of the facilities of the United States being operated in connection with the Minidoka Project.

(4) Rates of release of water from American Falls Reservoir may be controlled by the Project Superintendent from time to time during the period defined in (b) of this article, without regard to the Company's requests, when such control is requisite, in the judgment of the Project Superintendent, to prevent undue flood below American Falls Dam or to avoid unsatisfactory operating conditions with respect to any of the facilities of the Minidoka Project.

(b) The period during which releases as provided in (a) of this article 4 will be made begins October 1, 1947, and ends when the Project Superintendent notifies the Company that control of rates of release at American Falls Reservoir is being resumed in connection with irrigation operations, but in any event not later than April 15, 1948.

(c) Requests hereunder for adjustments in the rate of release will be made by the Company's Superintendent of Power or Chief Dispatcher, or the officer in charge of the American Falls plant. All requests shall be directed to the Project Superintendent through the Bureau's Reservoir Superintendent at American Falls and will be acted on when received by the Reservoir Superintendent, unless otherwise directed by the Project Superintendent. Oral requests shall be made only between the hours of 7 a.m. and 9 p.m. of any one day, and shall be confirmed in writing to the Project Superintendent at Burley, with copy to the Reservoir Superintendent at American Falls, within two (2) days of the date of the request. Within the limitations above stated, requests shall reach the Reservoir Superintendent not less than one (1) hour in advance of the time the adjustment is desired.

5. The making of releases of water hereunder as requested by the Company will result in fluctuations in flow in the river channel below American Falls Dam and also below Minidoka Dam. The Company will assume all responsibility for injury and damage to fish life in connection with said fluctuation of water below said dams. The Company shall hold the United States harmless from any claims or suits by third parties arising as the result of such fluctuations.

6. (a) The Company shall pay at the rate of five dollars (\$5) for each adjustment of the rate of release at American Falls Dam made at its request under this contract, unless the adjustment requested results in expenses substantially in excess of that amount. In the latter event the Company shall pay also such additional expenses, as determined by the Project Superintendent; Provided, That, whenever it appears to the Project Superintendent that such additional expenses are likely to be incurred in a requested adjustment, he shall inform the Company thereof before proceeding to make the adjustment. A bill covering the adjustments and any such additional expenses for each month will be presented to the Company immediately following the close of each month, and payment thereof shall be made on or before the first of the month following that in which the bill is presented.

(b) Any amounts due under this contract which are not paid when due shall bear interest at the rate of six per cent (6%) per annum from the date of delinquency.

(c) Payments hereunder shall be made to the Project Superintendent at Burley, Idaho, by checks made payable to the Treasurer of the United States.

7. This contract is a temporary one, the special release provisions to be effective only during the period defined in (b) of article 4 above. This contract is intended only to be supplemental to existing contracts between the United States and the Company, and is not to be construed in anywise as altering, amending or interpreting any existing contract between the parties or any of their respective rights.

8. No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit that may arise herefrom, but this restriction shall not be construed to extend to this contract if made with a corporation for its general benefit.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed the day and year first above written.

THE UNITED STATES OF AMERICA

By R. J. Newell
Regional Director, Region I,
Bureau of Reclamation, Boise, Idaho

IDAHO POWER COMPANY

By T. E. Roach
~~Executive Vice President~~
Executive Vice President & General Chairman

ATTEST:

A. C. Inman
Secretary

(SEAL)

RESOLUTION

RESOLVED that the officers of this Company shall have such powers, duties and authority as usually pertain to their offices respectively, including the power and authority of the President, Vice-President, General Manager or Assistant General Manager of the Company to execute, for and on behalf of this Company, all contracts and agreements for the supplying of electric service by the Company and all matters incidental thereto; provided, that all contracts and agreements for the supplying of electric service, and matters incidental thereto, may be executed for and on behalf of this Company by a Division Manager of the Company.

STATE OF IDAHO)
COUNTY OF ADA) ss

I, A. C. Inman, do hereby certify that I am the Secretary of Idaho Power Company; that the above and foregoing is a true, full and correct copy of a resolution unanimously passed and adopted by the Board of Directors of said Company at a regular meeting of said Board held at Boise, Idaho, on Thursday, the 11th day of April, 1946, at which meeting more than a quorum of Directors were present and voting throughout the meeting and at the time of the passage and adoption of said resolution; that the said resolution has never been modified or rescinded, and the same is in full force and effect as of the date of this certificate.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of said Company this 17th day of December, 1947.

A. C. Inman

(CORPORATE SEAL)

9-15-1948 Contract

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

Minidoka Project, Idaho

Sym. & No. 174r.823..

CONTRACT BETWEEN THE UNITED STATES OF AMERICA
and the
IDAHO POWER COMPANY

1. THIS CONTRACT, Made as of this 15th day of September, 1948, pursuant to the Act of June 17, 1902 (32 Stat. 388), and acts amendatory thereof and supplementary thereto, between THE UNITED STATES OF AMERICA, represented by the officer executing this contract, hereinafter referred to as the United States; and the IDAHO POWER COMPANY, a corporation organized under the laws of the State of Maine and authorized to do business in the State of Idaho, having its principal place of business at Boise, Idaho, hereinafter referred to as the Company;

WITNESSETH, THAT:

2. WHEREAS, the United States and the Company have entered into various contracts defining the relative rights to storage in American Falls Reservoir, the principal contract being the one dated June 15, 1923, as amended by the contract of October 1, 1934; and

3. WHEREAS, the parties desire to enter into a temporary contract to provide for the release of water from American Falls Reservoir in a manner suited to the meeting of the Company's power system loads;

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants hereinafter stated, agree as follows:

4. (a) For the purpose of assisting the Company in meeting its power system loads, the United States, during the period defined in (b) of this article, will release from and through American Falls Reservoir, as requested by the Company, such water as is available to the Company under its existing rights, and such other water as the United States releases from or through American Falls Reservoir to satisfy valid appropriation rights below American Falls, subject to the following limitations:

(1) Except in cases of emergency:--not more than four adjustments in the rate of release of water from American Falls Reservoir will be made at the request of the Company in any calendar day, and no adjustments will be made between the hours of 10 p.m. of one day and 7 a.m. of the succeeding day, Mountain Standard time. Whether an emergency exists will be determined by the Project Superintendent.

(2) The maximum release at any time at the request of the Company will be the flow that can be used effectively for power production at its American Falls Power Plant.

(3) No requested release will be made in such manner or at such times that, in the judgment of the Project Superintendent, might result in substantial injury to any of the facilities of the United States being operated in connection with the Minidoka Project.

(4) Rates of release of water from American Falls Reservoir may be controlled by the Project Superintendent from time to time during the period defined in (b) of this article, without regard to the Company's requests, when such control is requisite, in the judgment of the Project Superintendent, to prevent undue flood below American Falls Dam or to avoid unsatisfactory operating conditions with respect to any of the facilities of the Minidoka Project.

(b) The period during which releases as provided in (a) of this article 4 will be made begins September 15, 1948, and ends when the Project Superintendent notifies the Company that control of rates of release at American Falls Reservoir is being resumed in connection with irrigation operations, but in any event not later than April 30, 1949.

(c) Requests hereunder for adjustments in the rate of release will be made by the Company's Superintendent of Power or Chief Dispatcher, or the officer in charge of the American Falls plant. All requests shall be directed to the Project Superintendent through the Bureau's Reservoir Superintendent at American Falls and will be acted on when received by the Reservoir Superintendent, unless otherwise directed by the Project Superintendent. Oral requests shall be made only between the hours of 7 a.m. and 9 p.m. of any one day, and shall be confirmed in writing to the Project Superintendent at Burley, with copy to the Reservoir Superintendent at American Falls, within two (2) days of the date of the request. Within the limitations above stated, requests shall reach the Reservoir Superintendent not less than one (1) hour in advance of the time the adjustment is desired.

5. The making of releases of water hereunder as requested by the Company will result in fluctuations in flow in the river channel below American Falls Dam. The Company will assume all responsibility for injury and damage to fish life in connection with said fluctuation of water below said dam. The Company shall hold the United States harmless from any claims or suits by third parties arising as the result of such fluctuations.

6. (a) The Company shall pay at the rate of five dollars (\$5) for each adjustment of the rate of release at American Falls Dam made at its request under this contract, unless the adjustment requested results in expenses substantially in excess of that amount. In the latter event the Company shall pay also such additional expenses, as determined by the Project Superintendent; Provided, That, whenever it appears to the Project Superintendent that such additional expenses are likely to be incurred in a requested adjustment, he shall inform the Company thereof before proceeding to make the adjustment. A bill covering the adjustments and any such additional expenses for each month will be presented to the Company immediately following the close of each month, and payment thereof shall be made on or before the first of the month following that in which the bill is presented.

(b) Any amounts due under this contract which are not paid when due shall bear interest at the rate of six per cent (6%) per annum from the date of delinquency.

(c) Payments hereunder shall be made to the Project Superintendent at Burley, Idaho, by checks made payable to the Treasurer of the United States.

7. This contract is a temporary one, the special release provisions to be effective only during the period defined in (b) of article 4 above. This contract is intended only to be supplemental to existing contracts between the United States and the Company, and is not to be construed in anywise as altering, amending or interpreting any existing contract between the parties or any of their respective rights.

8. No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit that may arise herefrom, but this restriction shall not be construed to extend to this contract if made with a corporation for its general benefit.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed the day and year first above written.

THE UNITED STATES OF AMERICA

By R. J. Newell
Regional Director, Region I,
Bureau of Reclamation, Boise, Idaho

IDAHO POWER COMPANY

By A. C. Inman
~~Executive Vice President & General~~
~~Chairman~~

ATTEST:

E. A. Andersen
Asst. Secretary

(SEAL)

RESOLUTION

RESOLVED that the officers of this Company shall have such powers, duties and authority as usually pertain to their offices respectively, including the power and authority of the President, Vice-President, General Manager or Assistant General Manager of the Company to execute, for and on behalf of this Company, all contracts and agreements for the supplying of electric service by the Company and all matters incidental thereto; provided, that all contracts and agreements for the supplying of electric service, and matters incidental thereto, may be executed for and on behalf of this Company by a Division Manager of the Company.

STATE OF IDAHO)
) ss
COUNTY OF ADA)

I, A. C. Inman, do hereby certify that I am the Secretary of Idaho Power Company; that the above and foregoing is a true, full and correct copy of a resolution unanimously passed and adopted by the Board of Directors of said Company at a regular meeting of said Board held at Boise, Idaho, on Thursday, the 11th day of April, 1946, at which meeting more than a quorum of Directors were present and voting throughout the meeting and at the time of the passage and adoption of said resolution; that the said resolution has never been modified or rescinded, and the same is in full force and effect as of the date of this certificate.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of said Company this 22 day of OCT , 1948.

A. C. Inman

(CORPORATE SEAL)