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OCT 16 2011

DEPARTMENT OF
WATER RESOURCES

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Attorneys for Boise Project Board of Control, on its own behalf and on behalf of and for the following entities: New York Irrigation District, Wilder Irrigation District, Boise-Kuna Irrigation District, and Big Bend Irrigation District

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS

In Re SRBA:

Case No. 39576

)
) Subcase No. 63-3618
)
)
) **AFFIDAVIT OF PAUL L.**
) **ARRINGTON IN SUPPORT OF**
) **MOTION FOR PARTIAL**
) **SUMMARY JUDGMENT**
)
)

STATE OF IDAHO)
) ss
County of Twin Falls)

I, PAUL L. ARRINGTON, being duly sworn upon oath, deposes and states as follows:

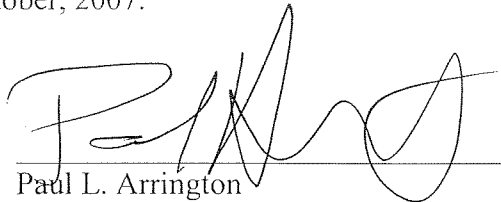
1. I am an attorney representing the Boise Project Board of Control, New York Irrigation District, Wilder Irrigation District, Boise-Kuna Irrigation District, and Big Bend Irrigation District (hereinafter collectively referred to as "BPBOC"). I am over the age of eighteen (18) and have personal knowledge of the facts stated herein.

2. Attached hereto as Exhibit A, is a true and correct copy of the November 20, 1953 Memorandum of Agreement, entered into between the Department of the Army and the Department of the Interior, "For Flood Control Operation of Boise River Reservoirs."

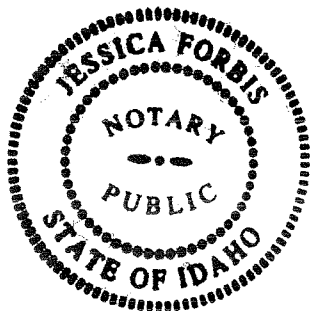
3. Attached hereto as Exhibit B, is a true and correct copy of the July 7, 1954 Supplemental Contract between Wilder Irrigation District and the Bureau of Reclamation. Substantively identical Supplement Contracts were entered with each of the irrigation districts of the BPBOC. The Wilder Supplemental Contract is offered as an exemplar of the contracts of the other Boise Project Districts.

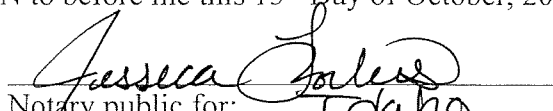
FURTHER YOUR AFFIANT SAYETH NAUGHT

DATED this 15th Day of October, 2007.


Paul L. Arrington

SUBSCRIBED AND SWORN to before me this 15th Day of October, 2007.




Notary public for: Idaho
Residing at: Twin Falls
Commission expires: 4/3/12

CERTIFICATE OF SERVICE

I certify that on October 15, 2007, I served a true and correct copy of the foregoing **AFFIDAVIT OF PAUL L. ARRINGTON IN SUPPORT OF MOTION FOR PARTIAL SUMMARY JUDGMENT** via first class mail, postage paid, and addressed as follows:

Chief, Natural Resources Division
State of Idaho
Office of the Attorney General
P.O. Box 44447
Boise, ID 83711-4447

Scott L. Campbell
Moffatt Thomas Barrett Rock & Fields
Chtd.
P.O. Box 829
Boise, ID 83701-0829

Daniel V. Steenson
S. Bryce Farris
Ringert Clark Chartered
P.O. Box 2773
Boise, ID 83701-2773

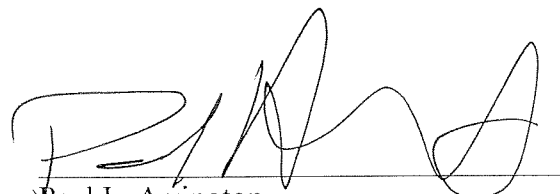
Jerry A. Kiser
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620 West Hayes
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Susan D. Thomas
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United States Department of Justice
Environment and Natural Resources Div.
550 W. Fort St., MSC 033
Boise, ID 83724

IDWR
Document Depository
P.O. Box 83720
Boise, ID 83720-0098



Paul L. Arrington

Exhibit A

MEMORANDUM OF AGREEMENT EXHIBIT A
BETWEEN
THE DEPARTMENT OF THE ARMY
AND
THE DEPARTMENT OF THE INTERIOR
FOR
FLOOD CONTROL OPERATION OF BOISE RIVER RESERVOIRS, IDAHO

THIS MEMORANDUM OF AGREEMENT entered into this 20th day
of November, 1953, by and between the Department of the Army,
represented by Robert T. Stevens, SECRETARY OF THE ARMY,
and the Department of the Interior, represented by Fred G. Aandahl,
Assistant SECRETARY OF THE INTERIOR,

W I T N E S S E T H

WHEREAS, the Department of the Army, through the Corps of
Engineers, is engaged in constructing the Lucky Peak Dam and Reservoir
on the Boise River in the State of Idaho, under authority of the Act
of July 24, 1946 (60 Stat. 641), which authorized construction of
Lucky Peak Reservoir substantially in accordance with the recommen-
dations of the Chief of Engineers in his report of May 13, 1946; and

WHEREAS, said report concurred in the views and recommen-
dations of the Board of Engineers for Rivers and Harbors that the Lucky
Peak Reservoir be constructed with the understanding that complete or
partial joint use of the storage in the three-reservoir system, viz.,
Lucky Peak, Arrowrock, and Anderson Ranch Reservoirs, may be under-
taken at such time as may be mutually agreed upon by the Secretary

of War (now Secretary of the Army), the Secretary of the Interior, and local interests concerned with flood control and the use of irrigation water; and

WHEREAS, said report concurred in the views and recommendations of the Board of Engineers for Rivers and Harbors that Lucky Peak Reservoir be authorized for construction with the understanding that changes in the method of operation will be made in the future when the Secretary of War (now Secretary of the Army), upon the advice of the Chief of Engineers, finds that such changes are in the best interest of flood control, irrigation, and power development, and that they are agreeable to the Secretary of the Interior and to the local interests concerned with flood control and the use of irrigation water; and

WHEREAS, said act provides that Lucky Peak Dam and Reservoir "shall be operated in such manner as not materially to interfere with the operation of said Arrowrock Reservoir"; and

WHEREAS, the Department of the Interior, through the Bureau of Reclamation, acting under the Federal Reclamation Laws (these being the Act of June 17, 1902, 32 Stat. 388, and acts amendatory thereof or supplemental thereto), has constructed and is operating Arrowrock Dam and Reservoir on the Boise River and Anderson Ranch Dam and Reservoir on the south fork of the Boise River, both upstream from the Lucky Peak Dam; and

WHEREAS, there are storage rights in Arrowrock, Anderson Ranch, and Lake Lowell Reservoirs by virtue of appropriations under the laws of Idaho and contracts between the United States, represented by the Department of the Interior, and various water users' organizations serving lands in the Boise Valley, and there are other existing rights in and to the use of waters of the Boise River, both stored and natural flow, which waters are in part diverted and distributed through the transferred works of the Boise Project being operated and maintained by the Boise Project Board of Control and in part by means of other works being operated and maintained by other water users' organizations; and

WHEREAS, certain of the rights above described are adjudicated rights, which are exercised under the supervision of the State of Idaho, represented by the watermaster of District No. 12-A, Boise River; and

WHEREAS, to comply with the above-quoted Congressional declaration of operational policy in regard to Lucky Peak and Arrowrock Dams, and to achieve the greatest multiple-purpose use of the combined total usable flood control and irrigation storage of 983,000 acre-feet of water in all three reservoirs, a coordinated plan of operation is necessary for this reservoir system on the Boise River, a river totally within the State of Idaho, together with Diversion Dam, the New York Canal headworks, and Lake Lowell; and

WHEREAS, it is recognized that the successful operation of this coordinated irrigation and flood control plan will call for the cooperation and assumption of responsibilities by the two Departments and the water users having storage rights in the reservoir system, and that there is need for a policy of mutual coordination, information, and assistance in its performance;

NOW, THEREFORE, for and in consideration of the premises and certain benefits and advantages accruing hereunder to affected local interests, it is hereby agreed as follows:

1

The hydrologic situation is shown on Plate 1, attached hereto and made a part of this agreement, which depicts the general location of the Lucky Peak, Arrowrock, and Anderson Ranch Reservoirs, herein referred to collectively as the reservoir system, Diversion Dam, the New York Canal headworks, and Lake Lowell.

2

The plan of operation hereinafter set forth is limited to the flood control operation phase of the respective general operating plans of the parties hereto and shall be used during the period commencing with the actual operation of Lucky Peak Reservoir.

3

To attain the maximum benefits from the reservoir system, the total capacity of 1,084,000 acre-feet will be utilized as follows:

- a. 983,000 acre-feet (418,000 acre-feet in Anderson Ranch, 285,000 acre-feet in Arrowrock Reservoir, and

4

280,000 acre-feet in Lucky Peak Reservoir) will be operated primarily in the interests of irrigation and flood control and secondarily in the interests of power, as governed by forecasts of runoff. The allocation of flood control space is shown on Plate 2.

b. 5,000 acre-feet in Anderson Ranch Reservoir will be used exclusively for power production.

c. 96,000 acre-feet (70,000 acre-feet in Anderson Ranch and 26,000 acre-feet in Lucky Peak Reservoirs) will be reserved for dead storage and allocated exclusively to the maintenance of minimum power head, maintenance of permanent pools for the preservation and propagation of fish and wildlife and for silt control.

The above-designated 983,000 acre-feet or any part thereof in storage at the end of each flood season will be primarily considered as available for irrigation except as such amount must be reduced by evacuation requirements for flood control.

4

No reregulation of storage or annual exchange of storage as provided in this plan shall, however, deprive any entity of water accruing to it under existing rights in Arrowrock, Anderson Ranch, and Lake Lowell Reservoirs.

5

The Chief of Engineers, the Commissioner of Reclamation, and the watermaster, having agreed upon acceptable methods of

5

forecasting seasonal volumes of runoff for the Boise River above Diversion Dam, will periodically during the period from January 1 to June 30 of each year, determine the volume of runoff that may be expected in the drainage area tributary to the Boise River above Diversion Dam. Any differences in forecasted amounts shall be reconciled to arrive at a common forecast within 48 hours after basic data for forecasts are available. To facilitate forecasting of runoff, mutually satisfactory arrangements will be made among the Chief of Engineers, the Commissioner of Reclamation, and the State of Idaho, after consultation with the interested water users' organizations, to expand the existing hydrologic network and to establish and operate continuously a system for the efficient assembly, analysis, and exchange of the basic data.

6

Beginning with the first year this plan is put into operation, the system will be operated, through close collaboration with all agencies concerned on the basis of periodic sequential forecasted runoffs made during each year, as nearly as practicable in accordance with the following particular terms and provisions:

- a. The storage space to be allocated to flood control for each year is defined as follows:

It is the combined reservoir space which, using the governing forecast of flood runoff for the year, is required to control the forecasted flood volume,

from the time in that year that the natural flow as determined at Diversion Dam exceeds the allowable release through the succeeding July 31. The governing forecast of flood volume for each year is the forecast made as of the date the natural flow, as determined at Diversion Dam, first exceeds the allowable flow at that point and this date is usually about April 15. Allowable releases from the reservoir system during the period from the date of the governing forecast to the succeeding July 31 will be such that the flow in the river channel below Diversion Dam will not exceed 6,500 second-feet, in so far as this control can be accomplished with a total system capacity of 983,000 acre-feet together with the diversion to the New York Canal of an average of 1,365 second-feet during March and of 2,820 second-feet from April 1 through July 31, except that, due to decreased irrigation demand, diversions to the New York Canal may infrequently be reduced below the diversion figures indicated above. When the above decreased diversions are required, it may be necessary to increase flow in Boise River below Diversion Dam.

b. Attached hereto as Plate 2 is a scale figure depicting flood storage allocation parameters representing runoff volume anticipated at Diversion Dam between the

forecast date and July 31. These parameters were empirically derived from floods of record and are enveloping curves of the storage requirements for various volumes of total forecasted runoff from any given date to July 31. The total reservoir capacity required to control a flood to a discharge of 6,500 second-feet (or less) in the river channel past Diversion Dam is indicated by the ordinate of the parameter corresponding to the forecasted runoff on the date of the governing forecast.

c. During the period of each year from the date of the first forecast, about January 1, to the date that natural flow of Boise River at Diversion Dam first exceeds allowable releases, herein designated as the evacuation period, the reservoir system will be operated in such a manner that the reservoir levels on the date of the governing forecast as determined by the parameters on Plate 2, can be attained with the minimum practicable rates and fluctuations of discharge. The rate of discharge during the evacuation period will be determined as far as practicable in the following manner: The combined total reservoir space required on or about April 15 (approximate date of the governing forecast) will be estimated by use of the parameters

on Plate 2 and an April 15 forecast, which would be derived by deducting from the forecast made on any periodic forecast date probable average inflows, as determined from Plate 3, or measured inflow for the intervening period from the date of periodic forecasts to April 15. The required reservoir capacities thus estimated would comprise tentative allocations of flood control space at which to aim the evacuation procedure. The rate of discharge at Lucky Peak Reservoir then will be selected as that required to release the probable average inflow, as determined from Plate 3, or measured inflow for the period between the date of forecast and April 15, plus the evacuation necessary to attain the required total reservoir capacity indicated by the latest tentative allocation.

d. The evacuation of the active capacity in the reservoirs will be made in the following order: First, from Lucky Peak; second, from Arrowrock; and last, from Anderson Ranch. At least forty thousand (40,000) acre-feet of vacant space will be maintained in Lucky Peak Reservoir from November 1 to January 1 of every year, and from January 1 to May 24 of every year, except when forecasted amount of runoff between date of forecast

and July 31 is less than six hundred thousand (600,000) acre-feet and except that storage space in Anderson Ranch Reservoir may be considered partially to fulfill this requirement in Lucky Peak Reservoir to the extent of forty percent (40%). Power operation from Anderson Ranch storage will be so limited that, to the extent possible as to space allocated to flood control for any year, at least sixty percent (60%) thereof will be provided in Lucky Peak and Arrowrock Reservoirs. Filling of the three reservoirs will follow the reverse of the evacuation schedule to the extent that water is available at each of the respective sites. In the event Anderson Ranch or Arrowrock Reservoirs are not filled by reason of having evacuated water for flood control, storage in Lucky Peak will be considered as belonging to Arrowrock and Anderson Ranch storage rights to the extent of the space thus remaining unfilled at the end of the storage season but not to exceed the amount evacuated for flood control.

e. From the date of the governing forecast each year through July 31 of that year, herein designated as the filling period, the reservoir system will be operated in such a manner that the combined reservoir content, as determined from the parameter chart (Plate 2), will be

maintained except when irrigation requirements necessitate a drawdown below such total content, but will not be exceeded except when total storage above such content is required to limit the releases to allowable flows (as determined by downstream channel capacity and irrigation diversions) at Diversion Dam. However, when the forecasted runoff indicates extraordinary flood flows, requiring storage capacity for flood control in excess of the total active storage capacity of the reservoir system (983,000 acre-feet), temporary releases at Lucky Peak in excess of the allowable flows may be required but such releases will be made at a rate so as to minimize the peak rate of flow in the river channel below the Diversion Dam. The rate of such releases shall be specified by the Chief of Engineers after consultation with the Commissioner of Reclamation to the extent consistent with paragraph 6g herein.

f. Release of water for irrigation will be made from Lucky Peak Reservoir at such times and at such rates, pursuant to rights established under law, as requested by the owners thereof, or by officials or agencies authorized to make such requests. Flood control releases prescribed by the Chief of Engineers will be made in such a manner as to cause minimum practicable short-time

fluctuations in the flow of the Boise River below Lucky Peak Reservoir. Arrangements will be made to notify the State Watermaster, and other officials upon request, of contemplated significant changes in rate of release from Lucky Peak Reservoir.

g. The Chief of Engineers and the Commissioner of Reclamation may establish operating rules and regulations for the purpose of protecting from damage the dams and reservoirs being operated under their respective supervision but such rules and regulations shall, to the greatest extent practicable, avoid interference with the delivery of water accruing to rights established under law.

h. In order to enhance the recreational value of Lucky Peak Reservoir after recession of the flood each year, that reservoir will be filled, if not already full from flood water storage or natural flow, by transfer of water from Arrowrock storage, and will be held full through September 15 each year except when Arrowrock Reservoir has been drawn down to a level from which it can no longer supply the irrigation requirements prior to that date, in which case irrigation releases will be made as required from Lucky Peak storage. In no case will storage be released from Anderson Ranch

Reservoir for the purpose of holding Lucky Peak Reservoir full for recreational purposes.

7

If operating experience indicates the desirability therefor or if justified by future changes or improvements in the Boise River system, the Chief of Engineers and the Commissioner of Reclamation or their duly authorized representatives, after consultation with the Reclamation Engineer of the State of Idaho or his authorized representative, the Watermaster, Boise River, and the Project Manager, Boise Project Board of Control, may, within the general objectives of this agreement, modify from time to time the operating plan herein described with respect to allowable releases and the amount of space allocated each year to flood control on the basis of advanced forecasts of runoff. However, no modification which would affect in any substantial way any storage rights in the reservoir system and Lake Lowell, shall be made without the concurrence of all entities having rights in the reservoir system and Lake Lowell.

8

If and when a power plant is installed at Lucky Peak Dam, it shall be operated in a manner consistent with this operating plan and in subordination to any water rights validly established under law.

This memorandum of agreement shall become effective when it has been formally accepted by the water users having storage rights in the reservoir system and Lake Lowell and after a revised allocation report for the Boise Project, supplemental to the report and finding of June 25, 1940, by the Secretary of the Interior (H. Doc. No. 916, 76th Cong., 3d Sess.), reflecting the flood control benefits based on the operating plan herein set forth, has been transmitted to the Congress.

Except for the original execution thereof, this agreement shall be administered on behalf of the Department of the Army by the Chief of Engineers, representing the Corps of Engineers, and on behalf of the Department of the Interior by the Commissioner of Reclamation, representing the Bureau of Reclamation, or their duly authorized representatives.

IN WITNESS WHEREOF, this memorandum of agreement has been executed as of the date first above stated.

DEPARTMENT OF THE ARMY

By /s/ Robert T. Stevens
Secretary of the Army

DEPARTMENT OF THE INTERIOR

By /s/ Fred G. Aandahl
Assistant Secretary of the Interior

Exhibit B

WILDER IRRIGATION DISTRICT

Contract 14-06-W-82, dated July 7, 1954

Supplemental Contract

~~XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX~~



Contract No. 14-06-W-82

UNITED STATES
DEPARTMENT OF THE INTERIOR
Bureau of Reclamation

Boise Project - Idaho

SUPPLEMENTAL CONTRACT
With

WILDER IRRIGATION DISTRICT

THIS CONTRACT, made this 7th day of July 1954,
pursuant to the Federal Reclamation Laws and the Act of July 20, 1946 (60
Stat. 650), between THE UNITED STATES OF AMERICA (hereinafter called the
United States), acting through ~~W. A. Daxheimer, Commissioner of Reclamation,~~
~~for the~~ Secretary of the Interior,
and the Wilder Irrigation District, (hereinafter called the
District), the corporation organized and existing under the laws of the
State of Idaho, and having its place of business at Caldwell,
Idaho,

WITNESSETH, That:

2. WHEREAS, the United States, under the Federal Reclamation Laws,
has heretofore constructed and is now operating Anderson Ranch and Arrow-
rock dams and reservoirs, Lake Lowell, and the related works of the Boise
Federal Reclamation Project, and under the Act of July 20, 1946, is now
constructing Lucky Peak Dam and Reservoir;

3. WHEREAS, the United States and the District have heretofore
entered into the following contracts with respect to storage rights in

Anderson Ranch and Arrowrock dams and reservoirs and Lake Lowell of the
Boise Project:

Ilr-417 dated April 6, 1926
Ilr-1361 dated August 1, 1941
I74r-1566 dated April 3, 1951
14-06-100-99 dated April 7, 1953

being collectively referred to hereinafter as the Government-District contracts; and

4. WHEREAS, the District, recognizing the benefits to accrue from a system-wide operation of Anderson Ranch, Arrowrock, and Lucky Peak dams in the interest, jointly, of flood control and irrigation and from the integrated operation of the Boise Project powerplants, including an attendant reduction in the amount of construction costs of Anderson Ranch Dam otherwise allocable to irrigation and the assignment of irrigation costs for return from power revenues, desires to cooperate with the United States and the various other water users organizations to permit such system-wide and integrated operations,

NOW, THEREFORE, in consideration of the mutual and dependent covenants hereinafter stated, it is hereby agreed between the parties hereto as follows:

Definitions

5. The following terms, wherever used in this contract, shall have the following respective meanings:

"Federal Reclamation Laws" shall mean the Act of June 17, 1902 (32 Stat. 388) and acts amendatory thereof or supplemental thereto.

"Storage season" shall mean, as to the reservoir system and Lake Lowell, the period beginning October 1 of one year and ending during the next year when no more water is available for storage therein.

"Flood control period" shall mean the period from January 1 through July 31 of each year beginning with the first full calendar year after this contract becomes effective.

"Reservoir system" shall mean Anderson Ranch, Arrowrock, and Lucky Peak dams and reservoirs.

Flood Control Operating Plan; Assent Thereto

6. (a) The United States shall operate the net total active capacity of the reservoir system, exclusive of the initial 5,000 acre-feet thereof heretofore reserved in Anderson Ranch Reservoir for power production,^{1/} during the flood control period of each year jointly for irrigation and flood control storage in accordance with the operating plan as set forth in the agreement of November 20, 1953, between the departments of the Army and Interior, a copy of which is attached hereto as Exhibit A, as that plan may be implemented by rules and regulations issued under authority of law; and the District, so far as its storage rights as defined in

^{1/} The net space so to be used under current (1954) estimates of total active capacity is 983,000 acre-feet.

the existing Government-District contracts are concerned, hereby assents to such plan in substitution for the flood control plan reflected in the contract of August 1, 1941 between the United States and the Wilder Irrigation District.

(b) The various provisions of article 18 of the contract of August 1, 1941 (Symbol and No. Ilr-1361) relating to the use of capacity of Anderson Ranch Reservoir for flood control benefits, including in particular the provision that 45,000 acre-feet of Anderson Ranch and Arrowrock capacity be kept available for the control of flash floods, shall be inoperative while this contract remains in effect.

Guarantee

7. Beginning with the first full flood control period after the agreement set forth in Exhibit A has become operative, there shall be a determination for each storage season as of the end of that season

- (a) of the amount of water to which the District would have been entitled under its storage rights in the reservoir system and Lake Lowell under its Government-District contracts had Anderson Ranch, Arrowrock, and Lake Lowell reservoirs been operated in accordance with those contracts except for the provisions thereof relating to the use of capacity for flood control benefits and without regard to the flood control plan referred to in article 6, and

(b) of the amount of water which is creditable to the storage rights of the District under its Government-District contracts taking account of actual operations under the flood control operating plan in accordance with this supplemental contract.

If the amount under (a) exceeds that under (b), there shall be credited and made available to the District, out of the water accrued to storage rights in Lucky Peak Reservoir, an amount of stored water equal to that difference. Determinations under this article shall be by a committee of three comprising the State Watermaster of District No. 12-A, a representative of the water users to be selected by the Boise Project Board of Control, and the officer of the United States in charge of the Boise Project; and, so far as practicable, shall be made within thirty (30) days of the end of the storage season involved.

Effective Date of Contract

8. (a) This supplemental contract shall become effective only when an allocation report for the Boise Project, supplemental to the report and finding of June 25, 1940 covering Anderson Ranch Dam (H. Doc. No. 916, 71st Cong.) reflecting the flood control benefits based on the operating plan set forth in Exhibit A has been presented to the Congress and become operative and shall remain effective while the provisions of article 7 are operative and water accruing to Lucky Peak storage rights required to meet deficiencies in fill by reason of the flood control operating plan is made available as therein provided.

(b) The District may, at its option, terminate this contract within five (5) years from December 31 of the year in which the Army-Interior agreement set out in Exhibit A first becomes effective. Such termination shall be effected by the giving of written notice by the District's board of directors to the secretaries of the Army and Interior and the State Reclamation Engineer not less than six (6) months in advance of the termination date. Upon termination, the rights of the District under its Government-District contracts shall be determined without regard to the provisions of this supplemental contract, but such termination shall not preclude the continued functioning of the operating plan set forth in Exhibit A pursuant to contractual arrangements with other entities having storage rights in the reservoir system.

Status of Existing Contracts

9. This contract is amendatory of and supplementary to the existing Government-District contracts and, except to the extent that the provisions of such contracts are specifically suspended by this contract, the existing contracts shall remain unaffected by this contract.

Contingent on Appropriations or Allotment of Funds

10. The expenditure of any money or the performance of any work by the United States herein provided for, which may require appropriations of money by the Congress or the allotment of Federal funds, shall be contingent on such appropriations or allotments being made. The failure of the Congress to appropriate funds, or the failure of any allotment of funds shall not, however, relieve the District from any obligation heretofore

accrued under this contract, nor give the District the right to terminate this contract as to any of its executory features. No liability shall accrue against the United States in case such funds are not so appropriated or allotted.

Successors and Assigns Obligated:
Assignments Prohibited

11. The provisions of this contract shall apply to and bind the successors and assigns of the parties hereto, but no assignment or transfer of this contract, or any part thereof, or interest therein, shall be valid until approved by the Secretary.

Officials Not to Benefit

12. 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.

IN WITNESS WHEREOF, the parties hereto have signed their names the day and year first above written.

THE UNITED STATES OF AMERICA Dec. 7, 1954

By W. A. Drexler
For the Secretary of the Interior

(SEAL)

Attest:

Dorothy F. Bunton

Secretary

WILDER IRRIGATION DISTRICT

By Chas. A. Howland

DISTRICT OF COLUMBIA : ss.

I, Harold L. Byrd, a notary public in and
for the District of Columbia, do hereby certify that W. A. Dexheimer,
Commissioner, Bureau of Reclamation, who executed
the foregoing contract with the **Wilder Irrigation District**
dated **July 7, 1954**, personally appeared
before me, the said W. A. Dexheimer being personally
known to me as the person who executed the said contract on behalf
of the United States of America, and acknowledged the same to be his
act and deed.

Given under my hand and seal this 7th day of
December, 1954.

/s/ Harold L. Byrd

(SEAL)

Notary Public in and for the
District of Columbia

My commission expires May 14, 1957

STATE OF IDAHO)
) ss.
County of Canyon)

On this 7th day of July 194

before me personally appeared Chas. A. Howland

and Dorothy P. Bunton to me

known to be, respectively, the President and the Secretary of

the Board of Directors of the Wilder Irrigation

District, the corporation that executed the within and fore-

going instrument. They acknowledged said instrument to be the

free and voluntary act and deed of said corporation, for the

uses and purposes therein mentioned; and on oath stated that

they were authorized to execute said instrument and that the

seal affixed is the seal of said corporation.

IN WITNESS WHEREOF, I set my hand and affix my official seal the day and year first above written.

/s/ H. A. Diven

Notary Public in and for the
State of Idaho
Residing at **Caldwell, Idaho**

(SEAL)

My commission expires 11-18-56

EXHIBIT A

For copy of Exhibit A, see contract with the Nampa and Meridian
Irrigation District, No. 14-06-~~W~~-87, dated June 17, 1954.