

Type D

Contract No.

14-06-W-43

UNITED STATES
DEPARTMENT OF THE INTERIOR
Bureau of Reclamation

Minidoka and Palisades Projects
Idaho

Amendatory and Supplemental Contract With
NORTH RIGBY IRRIGATION AND CANAL COMPANY, INC.
Concerning Storage Capacity in Palisades
Reservoir, and Related Matters

THIS CONTRACT, Made this 8th day of February 1968, pursuant to the Federal Reclamation Laws, between THE UNITED STATES OF AMERICA (hereinafter called the United States), acting through the Secretary of the Interior, and NORTH RIGBY IRRIGATION AND CANAL COMPANY, INC. (hereinafter called the Company), a corporation organized and existing under the laws of the State of Idaho and having its principal place of business at Rigby, Idaho,

WITNESSETH, That:

WHEREAS, the United States, under the Federal Reclamation Laws, has heretofore contracted with respect to the future operation of Jackson Lake, Island Park, American Falls, Lake Walcott, and Palisades reservoirs, including Contract No. 14-06-W-43 with the Company, dated December 18, 1952 (hereinafter called the Storage Contract); and

WHEREAS, it has become desirable to amend the Storage Contract to conform to the actual space being exchanged in designated reservoirs;

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

I

In the group of articles headed "Provisions Relating to Exchange and Redefinition of Existing American Falls and Jackson Lake Storage Rights; Winter Power Operations at the Minidoka Powerplant", as of October 1, 1958, article 12 of the Storage Contract shall be amended to read as follows:

Consent to American Falls-Jackson Lake Exchange and Redefinition of Storage Rights

12. Certain upper valley water users organizations owning storage rights heretofore in American Falls Reservoir have agreed or will agree in connection with the acquisition of Palisades Reservoir rights to accept in exchange for a portion of their American Falls rights certain storage rights in Jackson Lake Reservoir below elevation 6752 feet above sea level (U.S.G.S. datum), the provisions of such revised exchange being substantially as set out in the revised document entitled "Basic Provisions Incorporated or to be Incorporated in Contracts With Upper Valley and Lower Valley Water Users Organizations to Govern the Permanent Exchange of Certain American Falls and Jackson Lake Storage Rights", attached hereto as Exhibit B, and these and other water users organizations have agreed or will agree to permit the United States to operate all capacity in Jackson Lake Reservoir on an individual holdover basis. The Company hereby consents to such exchange and to such holdover operating arrangements.

II

Except as articles or subarticles of the Storage Contract are specifically amended or supplemented by this contract or affected by applicable law, they shall be treated as being in full force and effect.

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

THE UNITED STATES OF AMERICA

By /s/ H. T. Nelson
Regional Director, Region 1
Bureau of Reclamation
P. O. Box 937, Boise, Idaho

NORTH RIGBY IRRIGATION AND
CANAL COMPANY, INC.

By /s/ Rulon H. Jones
President

(SEAL)

Attest:

/s/ J. W. Jones
Secretary

STATE OF IDAHO)
) ss.
County of Ada)

On this 27th day of February 1963, personally appeared before me H. T. Nelson, to me known to be the official of The United States of America that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said United States, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

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

(SEAL)

/s/ John H. Welch

Notary Public in and for the
State of Idaho
Residing at Boise
My commission expires 6/10/63

STATE OF IDAHO }
County of Bonneville } ss.

On this 8th day of February 1963, before me personally appeared Rulon H. Jones and J. W. Jones, to me known to be, respectively, the President and the Secretary of the North Rigby Irrigation and Canal Company, Inc., the corporation that executed the within and foregoing 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.

(SEAL)

/s/ Dorothy Grimmer

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

My commission expires May 10, 1965

EXHIBIT B

Minidoka and Palisades Projects
Idaho

Basic Provisions Incorporated, or to be Incorporated, in Contracts with Upper Valley and Lower Valley Water Users Organizations to Govern the Permanent Exchange of Certain American Falls and Jackson Lake Storage Rights

Prior to the date of this amendatory contract, the United States operated and maintained for the benefit of the South Side Division of the Minidoka Project and for the North Side Canal Company, the following rights, on an exchange basis, in American Falls Reservoir, being equivalent to the capacities held as of October 1, 1952 in Jackson Lake Reservoir below elevation 6752 above sea level (U.S.G.S. datum), herein referred to as elevation 6752:

South Side Pumping Division, Minidoka Project:	139,780 acre-feet
North Side Canal Company:	10,000 acre-feet

In order to effectuate the permanent exchange of these Jackson Lake rights for an equivalent amount of space in American Falls Reservoir, confirming the action taken October 1, 1952, the United States has made or will make available to the upper valley water users organizations involved, a certain percentage of the active capacity in Jackson Lake Reservoir below elevation 6752, within the limits and on the terms and conditions provided by contract, this being in lieu of an equivalent amount of American Falls storage capacity. The total amount of Jackson Lake capacity so to be available will equal 149,780 acre-feet.

In exchange for this right, the upper valley water users organizations involved will be required, as of October 1, 1957 (being a revised date, first being October 1, 1952), to relinquish all their rights to an equivalent capacity in American Falls Reservoir. The total amount of American Falls capacity so to be relinquished by upper valley organizations will not exceed on a permanent basis 149,780 acre-feet but this relinquishment will be accompanied by a pro rata annual exchange and will be contingent on there being effective a confirmatory relinquishment by the Burley Irrigation District and the North Side Canal Company of their respective rights to 149,780 acre-feet of capacity in Jackson Lake heretofore operated for the benefit of those two organizations by the United States.

Under basic provisions like those above described, holders of storage rights in American Falls Reservoir will have acquired in lieu of those rights 34.2112% of the total active capacity in Jackson Lake Reservoir below elevation 6752, these rights in Jackson Lake Reservoir being hereinafter called the upper valley exchanged space; and 8.8106% of the active capacity in American Falls Reservoir will be held for the South Side Pumping Division, Minidoka Project, and the North Side Canal Company, these rights being hereinafter called, collectively, the lower valley exchanged space. The 34.2112% in Jackson Lake below elevation 6752 and the 8.8106% in American Falls, shall so long as the respective total active capacities are not less than 847,000 and 1,700,000 acre-feet, be treated as the equivalent of 149,780 acre-feet. The latter figure

will, however, be subject to adjustment from time to time by agreement between the Secretary and the Advisory Committee whenever there are determinations that the active capacities are other than above stated.

Confirming the principle which was established for the 1952-1953 storage season, starting anew with the figures at the beginning of the 1957-1958 storage season, there will be a determination at the end of each storage season in which the lower valley exchanged space fails to fill, taking carryover storage into account, (1) of the amount by which the American Falls storable inflow to which the lower valley exchanged space was entitled during that season failed to fill that space, and (2) of the amount, if any, by which the Jackson Lake storable inflow to which the upper valley exchanged space was entitled during that season failed to fill that exchanged space. If the amount under (1) exceeds the amount under (2), there will be credited to the lower valley exchanged space and charged to the upper valley exchanged space an amount of stored water equal to the difference, but not in excess of the amount required to fill the lower valley exchanged space as of the end of that storage season. Determinations hereunder are to be made by a committee of three, comprising the State Watermaster of District 36, a representative to be selected jointly by the Burley Irrigation District and the North Side Canal Company, and the officer of the United States in charge of the Minidoka Project.

Except as modified by the operation of the guarantee provisions above outlined, the determinations of the rights of the holders of space in each of the two reservoirs to reservoir inflow during each storage

season will be determined by the existing storage right or priorities held by the United States for each reservoir and these rights in Jackson Lake Reservoir will continue to be governed by the difference in storage priorities held by the United States for the capacity below elevation 6752 and for the capacity above that elevation.