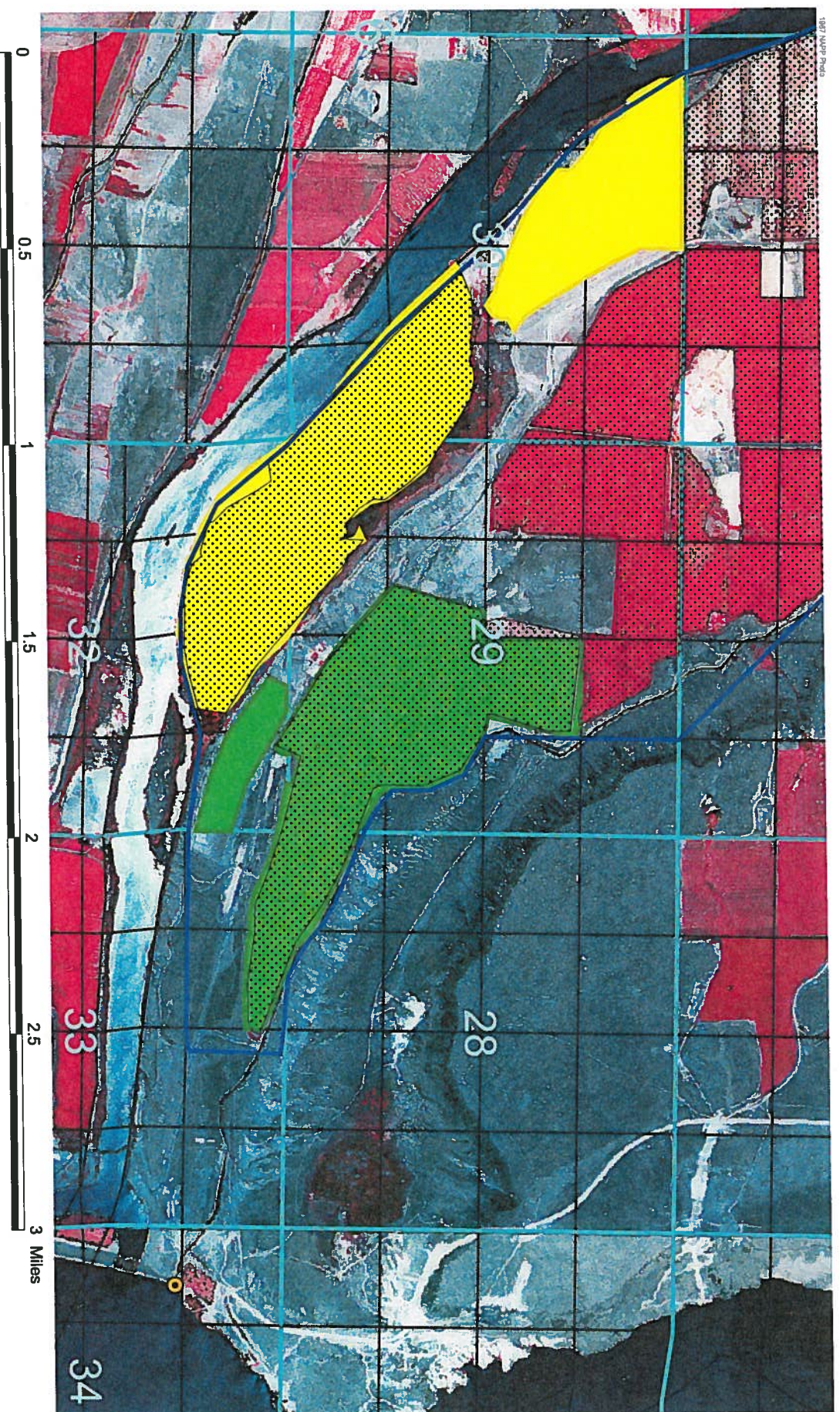
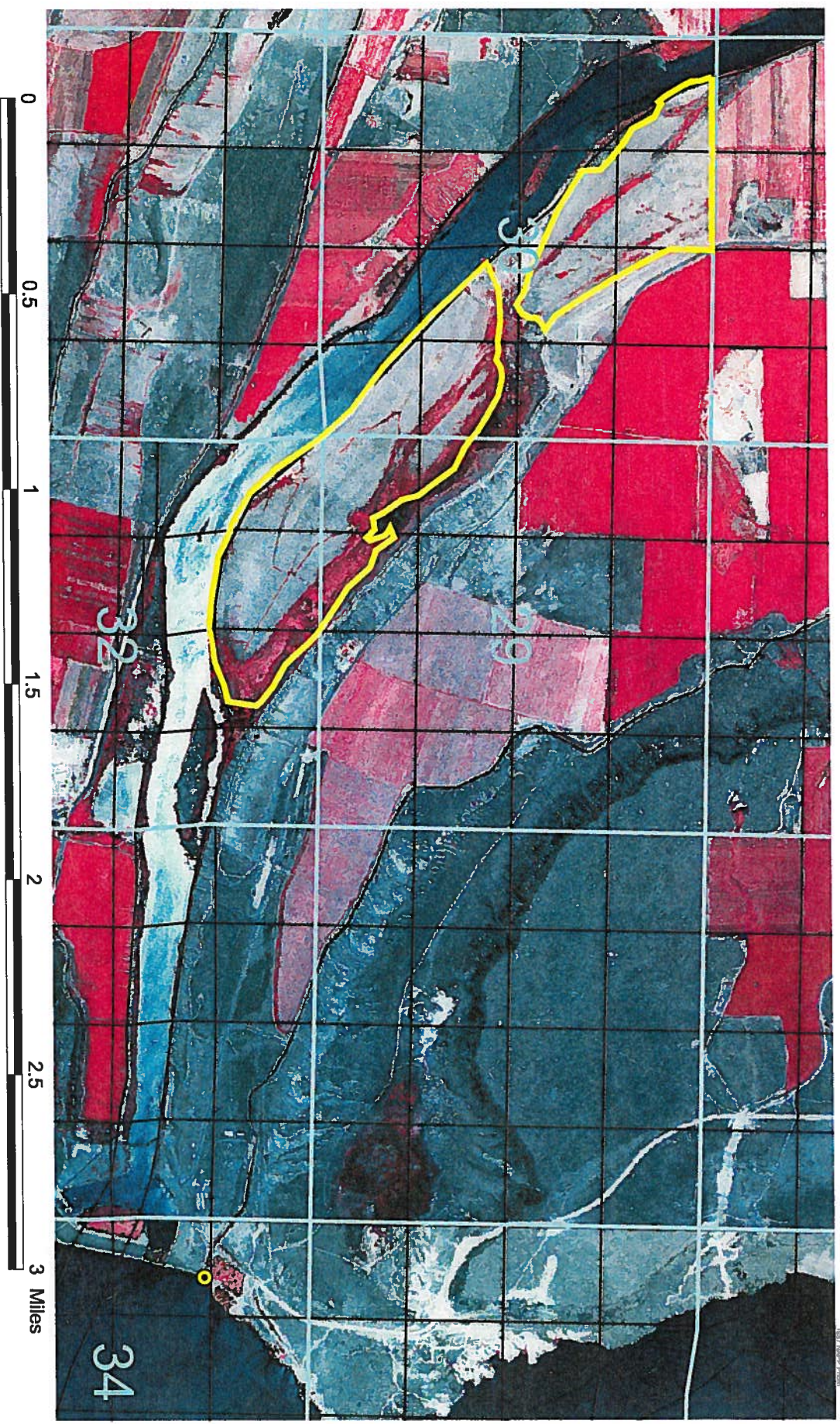


Idaho Department of Water Resources



Claim Numbers: 2-10047, 2-10048
Legal: T05S, R04E, S28-30, 32-34
Reviewed By: SJR 8/31/05

Idaho Department of Water Resources

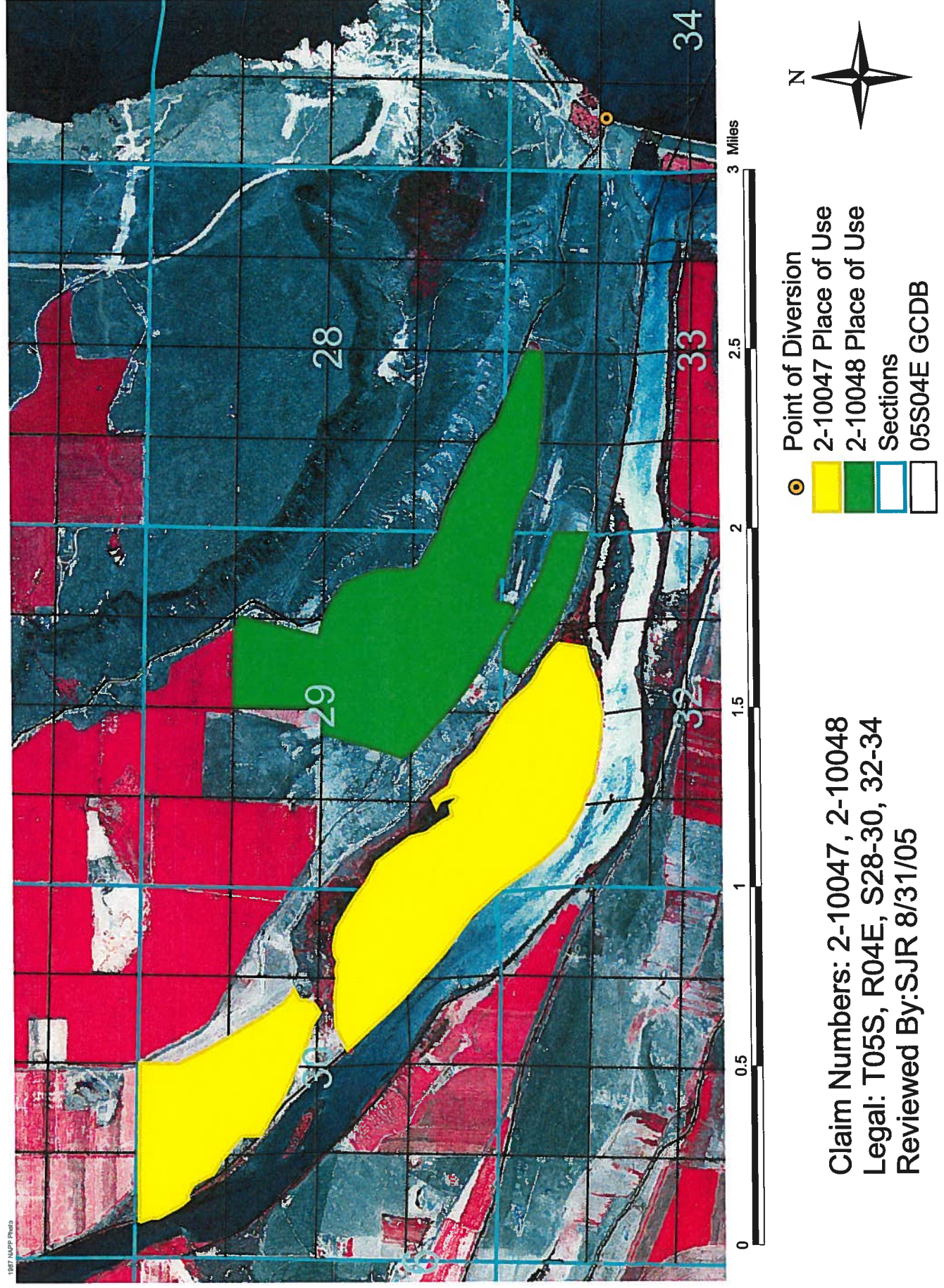


Claim Number: 02-10047
Legal: T05S, R04E, S29,
S30, S32 & S34
Reviewed By: JLD 8/16/05

-  Place of Use
-  Point of Diversion
-  Section Lines
-  Quarter Quarter Lines



Idaho Department of Water Resources



Steve,

There was enough fishy with these two claims that I thought you might want to look over the recommendations. Here are the notes I took when I looked through the files. I think that the recommendation would stand with nothing further from the claimants, however it is significantly different from the original claim. I think that the claimants will need letters about Hubble analysis and also about evidence of priority date. Hopefully these notes make sense enough to be helpful.

Jen

2-10047

8/16/2005

NOTE: POU currently also claimed as part of the Snake River Irrigation District.

Owner: Claimant is Ernest A Bryant III, Tax lots show Simplot as owner, also claimed by Snake River Irrigation District, Idaho Power Company agreement indicates Bennetts as owner

Priority date: Claimed 3/15/1920, evidence of priority only good back until agreement of 1952 with Idaho Power Company

POD: Claimed PODs on canal, need to be moved to reservoir, canal is evident, but may need proof of POD

Source: Snake River (CJ Strike Reservoir)

POU: shown in 1974 and 1987 aerial photography

Use: irrigation as per aerial photos

Season: shortened season as per agreement with Idaho Power Company

Quantity: claimed 9.35 cfs (for 1"/acre diversion would be 6.236 cfs) (Idaho Power Company agreement outlines the use of 11 cfs for this right and 2-10048, when both rights are recommended at 1"/acre the total is $6.236 + 5.046 = 11.282$ (which could be accounted for by considering canal losses))

2-10048

8/16/2005

NOTE: POU currently also claimed as part of the Snake River Irrigation District.

Owner: Claimant is Ernest A Bryant III, Tax lots show Simplot as owner, also claimed by Snake River Irrigation District, Idaho Power Company agreement indicates Bennetts as owner

Priority date: Claimed 3/15/1950, evidence of priority only good back until agreement of 1952 with Idaho Power Company

POD: Claimed PODs on canal, need to be moved to reservoir, canal is evident, but may need proof of POD

Source: Snake River (CJ Strike Reservoir)

POU: shown in 1974 and 1987 aerial photography

Use: irrigation as per aerial photos

Season: shortened season as per agreement with Idaho Power Company

Quantity: claimed 7.57 cfs (for 1"/acre diversion would be 5.046 cfs) (Idaho Power Company agreement outlines the use of 11 cfs for this right and 2-10047, when both rights are recommended at 1"/acre the total is $6.236 + 5.046 = 11.282$ (which could be accounted for by considering canal losses))

New info: Don talked to the Irrigation Company who are likely going to still claim this as within. He is also going to talk to the Simplot water rights guy about the ownership change. (I forgot how to add owners so Bryant is the only one who is on the claim/

LD-2/16/05

Abstract of Agreement

Idaho Power Company

Idaho Power Company "Power Company"

install & maintain diversion facility at 2450 ft elevation

pay to District; Bennetts \$75,000 towards building of canal - no interest

Snake River Irrigation District "District"

Snake River rights including Permit No 5375

total of 127 cfs

right to divert w/out charge, cost or expense from 3/15 to 10/31 127 cfs
measured near original pumping site.

R.H.; Grace J. Bennett

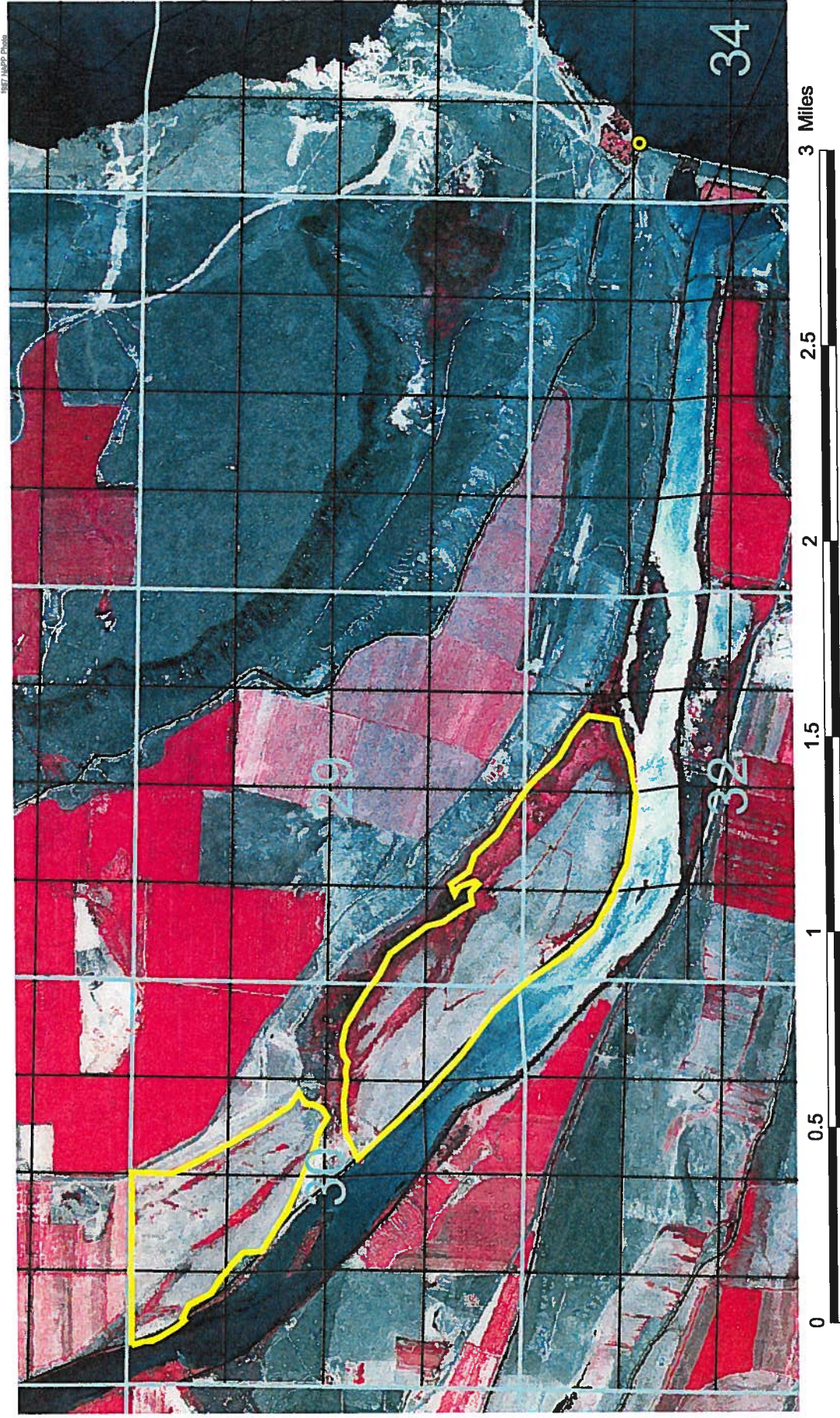
"Bennetts"

Snake River rights

total of 11 cfs

right to divert w/out charge, cost or expense from 3/15 to 10/31 11 cfs plus
canal loss

Idaho Department of Water Resources



- Place of Use
- Point of Diversion
- Section Lines
- Quarter Quarter Lines

Claim Number: 02-10047
Legal: T05S, R04E, S29,
S30, S32 & S34
Reviewed By: JLD 8/16/05

08/16/2005

IDAHO DEPARTMENT OF WATER RESOURCES
PRELIMINARY RECOMMENDATION OF WATER RIGHTS ACQUIRED UNDER STATE LAW

RIGHT NUMBER: 2-10047

NAME AND ADDRESS: ERNEST A BRYANT III
PO BOX 669
SHOSHONE ID 83352

SOURCE: SNAKE RIVER

TRIBUTARY: COLUMBIA RIVER

QUANTITY: 6.240 CFS

PRIORITY DATE: 03/15/1953

POINT OF DIVERSION:

T05S R04E S34 NESWNW Lot 4 Within ELMORE County

PURPOSE AND
PERIOD OF USE:

PURPOSE OF USE
IRRIGATION

PERIOD OF USE
03/15 10/31

QUANTITY
6.240 CFS

PLACE OF USE: IRRIGATION Within ELMORE County

T05S R04E S29	NWSW	8.0	T05S R04E S29 Lot 1 SWSW	34.0
T05S R04E S29	SESW	14.0	T05S R04E S30 NWNW	3.5
T05S R04E S30	SWNE	21.0	T05S R04E S30 NENW	38.0
T05S R04E S30	NWNW	1.0	T05S R04E S30 Lot 1 NWNW	17.0
T05S R04E S30 Lot 2 SENW		19.0	T05S R04E S30 NESE	30.0
T05S R04E S30	NWSE	2.0	T05S R04E S30 Lot 3 NWSE	15.0
T05S R04E S30	SESE	2.0	T05S R04E S30 Lot 4 SESE	20.0
T05S R04E S32 Lot 2 SWNE		21.0	T05S R04E S32 NENW	2.3
T05S R04E S32 Lot 4 NWNW		19.0	T05S R04E S32 SWNW	3.0
T05S R04E S32 Lot 3 SENW		42.0		

311.8 ACRES TOTAL

OTHER PROVISIONS NECESSARY FOR DEFINITION OR ADMINISTRATION OF THIS WATER RIGHT:

This partial decree is subject to such general provisions necessary for the definition of the rights or for the efficient administration of the water rights as may be ultimately determined by the Court at a point in time no later than the entry of a final unified decree. Section 42-1412(6), Idaho Code.

EXPLANATORY MATERIAL: BASIS OF CLAIM - Beneficial Use

Water is delivered through Snake River Irrigation District Canal.

IDWR - WESTERN REGION

CONTRACTOR: Karan Waters

CLAIM/ID: 62-10047

Date: 6-11-02

	TNS	RNG	SEC	NE				NW				SW				SE				Sum
				NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
Claim	55	4E	29										8	36	20					64
GIS													7.9	37.4	14.1					59.4
Claim			30		3.4	30		40	15		27					30	10		20	175.4
GIS					3.5	21		38.9	18.8		18.6					29.9	16.4		21.3	1108.4
Claim			32		-2			-3	-4											72.4
GIS					22.4			35	15											84
					20.1			41.5	22.4											
Claim																				
GIS																				

Number of POD's 2

Total Claimed Acres: 311.8

Overlapping POU Claim #'s:

Total GIS Acres: 311.8

COMMENTS:

POU per claim map & image interp.

PODs - I didn't map pods as they are not on the Snake River.

1987 Napp Photo

1



10

SESE

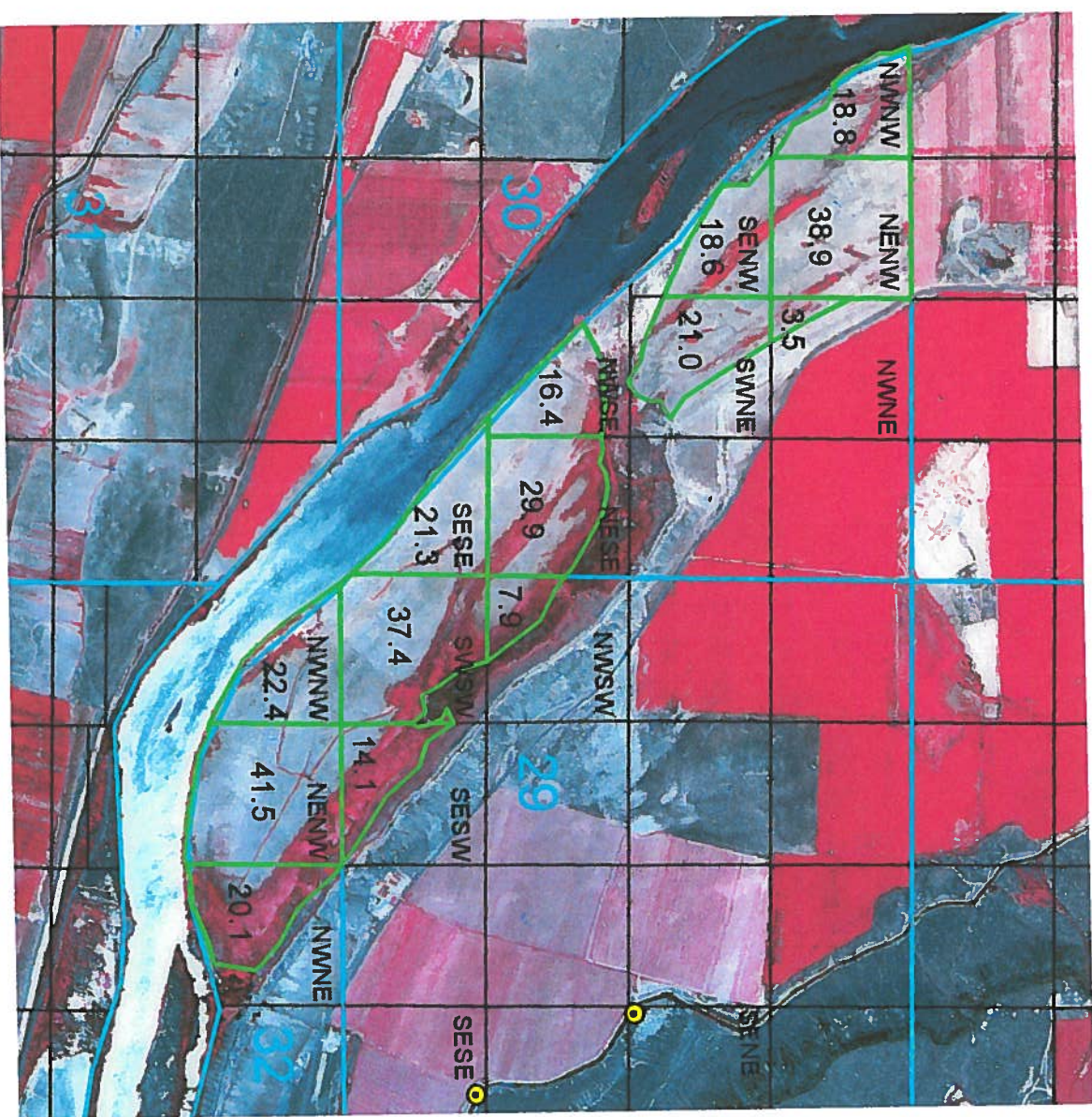
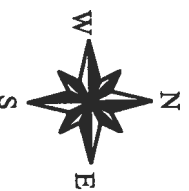


0 0.25 0.5 0.75 1 Miles

Idaho Department of Water Resources

Claim Number: 02-10047
Legal: T05S, R04E, S29, 30, 32
Reviewed By:

- Point of Diversion
- Place of Use
- Section Lines
- Quarter Quarter Lines



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

IN RE THE GENERAL ADJUDICATION
OF RIGHTS TO THE USE OF WATER FROM
THE SNAKE RIVER BASIN WATER SYSTEM.

CIVIL CASE NUMBER: 39576

Ident. Number: **A02-10047**
Date Received: 12/ 1/1989
Receipt No: S010574
Received By: _____

**NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW**

1. Name: ERNEST A BRYANT III 208-886-2731
Address: PO BOX 669
SHOSHONE ID 83352

2. Date of Priority: MAR 15, 1920

3. Source: SNAKE RIVER Trib. to: COLUMBIA RIVER

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
05S	04E	29	SW	SE	NE	R	ELMORE
			NE	SE	SE	R	ELMORE

5. Description of diverting works:
SERIES OF PUMPS AND DITCHES, SPRINKLERS.

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
IRRIGATION	03/15	11/15	9.350		

7. Total Quantity Appropriated is:
9.350 C.F.S. (and/or) A.F.A.

8. Total consumptive use is 935.4 Acre Feet Per Annum.

9. Non-irrigation uses:

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
05S	04E	29	NW	SW		IRR	8.0
			SW	SW		IRR	36.0
			SE	SW		IRR	20.0

10. Place of Use: Continued

Township	Range	Section	1/4 of 1/4	Lot	Use	Acres
					Section Acres	64.0
		30	NW	NE	IRR	3.4
			SW	NE	IRR	30.0
			NE	NW	IRR	40.0
			NW	NW	IRR	15.0
			SE	NW	IRR	27.0
			NE	SE	IRR	30.0
			NW	SE	IRR	10.0
			SE	SE	IRR	20.0
					Section Acres	175.4
		32	NW	NE	2 IRR	22.4
			NE	NW	3 IRR	35.0
			NW	NW	4 IRR	15.0
					Section Acres	72.4
					Total Acres	311.8

11. Place of use in counties: ELMORE

12. Do you own the property listed above as place of use? YES

13. Other Water Rights Used:
A61-10465, A61-10464

14. Remarks:

WATER IS DIVERTED FROM C.J. STRIKE RES. INTO SNAKE RIVER IRRIGATION DISTRICT CANAL, THEN HEADGATE DIVERTS INTO SIPHON TO A PUMP THEN TO A SIPHON TO A PUMP. WATER FLOWS DOWN OPEN DITCH TO A POND WITH TWO PUMPS.
SEE ALSO ATTACHMENT OF AGREEMENT DATED NOVEMBER 17, 1952 WITH IDAHO POWER CO.

15. Basis of Claim: BENEFICIAL USE

16. Signature(s)

(a.) By signing below, I/We acknowledge that I/We have received, read and understand the form entitled "How you will receive notice in the Snake River Basin Adjudication." (b.) I/We do _____ do not _____ wish to receive and pay a small annual fee for monthly copies of the docket sheet.

Number of attachments: _____

For Individuals:

I/We do solemnly swear or affirm that the statements contained in the foregoing document are true and correct.

Signature of Claimant(s): _____ Date: _____
_____ Date: _____

State of Idaho)
County of _____) SS.

Subscribed and sworn (or affirmed) before me this _____ day
of _____ 19 _____

Notary Public

Seal

Residing at _____

My Commission Expires _____

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SEP 19 1998

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

IN RE THE GENERAL ADJUDICATION
OF RIGHTS TO THE USE OF WATER FROM
THE SNAKE RIVER BASIN WATER SYSTEM.

CIVIL CASE NUMBER: 39576

RECEIVED

DEC 4 1989

renumbered: A02-10047
Ident. Number: ~~A61-10463~~
Date Received: 12/01/1989
Receipt No: S010574
Received By: SCC

Department of Water Resources
Western Regional Office

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: ERNEST A. BRYANT III 208-886-2731
Address: P.O. BOX 669
SHOSHONE, ID 83352

2. Date of Priority: MAR 15, 1920

3. Source: SNAKE RIVER Trib. to: COLUMBIA RIVER

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
05S	04E	29	SW	SE	NE	R	ELMORE
			NE	SE	SE	R	ELMORE

5. Description of diverting works:
SERIES OF PUMPS AND DITCHES, SPRINKLERS.

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or)	A.F.A.
IRRIGATION	03/15	11/15	9.350		

7. Total Quantity Appropriated is:
9.350 C.F.S. (and/or) A.F.A.

8. Total consumptive use is 935.4 Acre Feet Per Annum.

9. Non-irrigation uses:

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
05S	04E	29	NW	SW		IRR	8.0
			SW	SW		IRR	36.0
			SE	SW		IRR	20.0

Section Acres 64.0

A61-10463

Page 1

Date: 12/01/89

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AUG 10 1992

10. Place of Use: Continued

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
05S	04E	30	NW	NE		IRR	3.4
			SW	NE		IRR	30.0
			NE	NW		IRR	40.0
			NW	NW		IRR	15.0
			SE	NW		IRR	27.0
			NE	SE		IRR	30.0
			NW	SE		IRR	10.0
			SE	SE		IRR	20.0
						Section Acres	175.4
		32	NW	NE	2	IRR	22.4
			NE	NW	3	IRR	35.0
			NW	NW	4	IRR	15.0
						Section Acres	72.4
						Total Acres	311.8

11. Place of use in counties: ELMORE

12. Do you own the property listed above as place of use? YES

13. Other Water Rights Used:
A61-10465, A61-10464

14. Remarks:
WATER IS DIVERTED FROM C.J. STRIKE RES. INTO SNAKE RIVER
IRRIGATION DISTRICT CANAL, THEN HEADGATE DIVERTS INTO SIPHON TO
A PUMP THEN TO A SIPHON TO A PUMP. WATER FLOWS DOWN OPEN DITCH
TO A POND WITH TWO PUMPS.
SEE ALSO ATTACHMENT OF AGREEMENT DATED NOVEMBER 17, 1952 WITH
IDAHO POWER CO.

15. Basis of Claim: BENEFICIAL USE

16. Signature(s)

(a.) By signing below, I/We acknowledge that I/We have received, read and understand the form entitled "How you will receive notice in the Snake River Basin Adjudication." (b.) I/We do _____ do not _____ wish to receive and pay a small annual fee for monthly copies of the docket sheet.

Number of attachments: _____

For Organizations:

I do solemnly swear or affirm that I am Attorney in Fact of
Title
Ernest A Bryant & Co, that I have signed the foregoing
Organization
document in the space below as Attorney in Fact of
Title
Ernest A Bryant & Co and that the statements contained in the
Organization
foregoing document are true and correct.

Frederic A Brosoy & Co
Signature of Authorized Agent

Manager Bryant Ranches
Title and Organization

12/1/89
Date

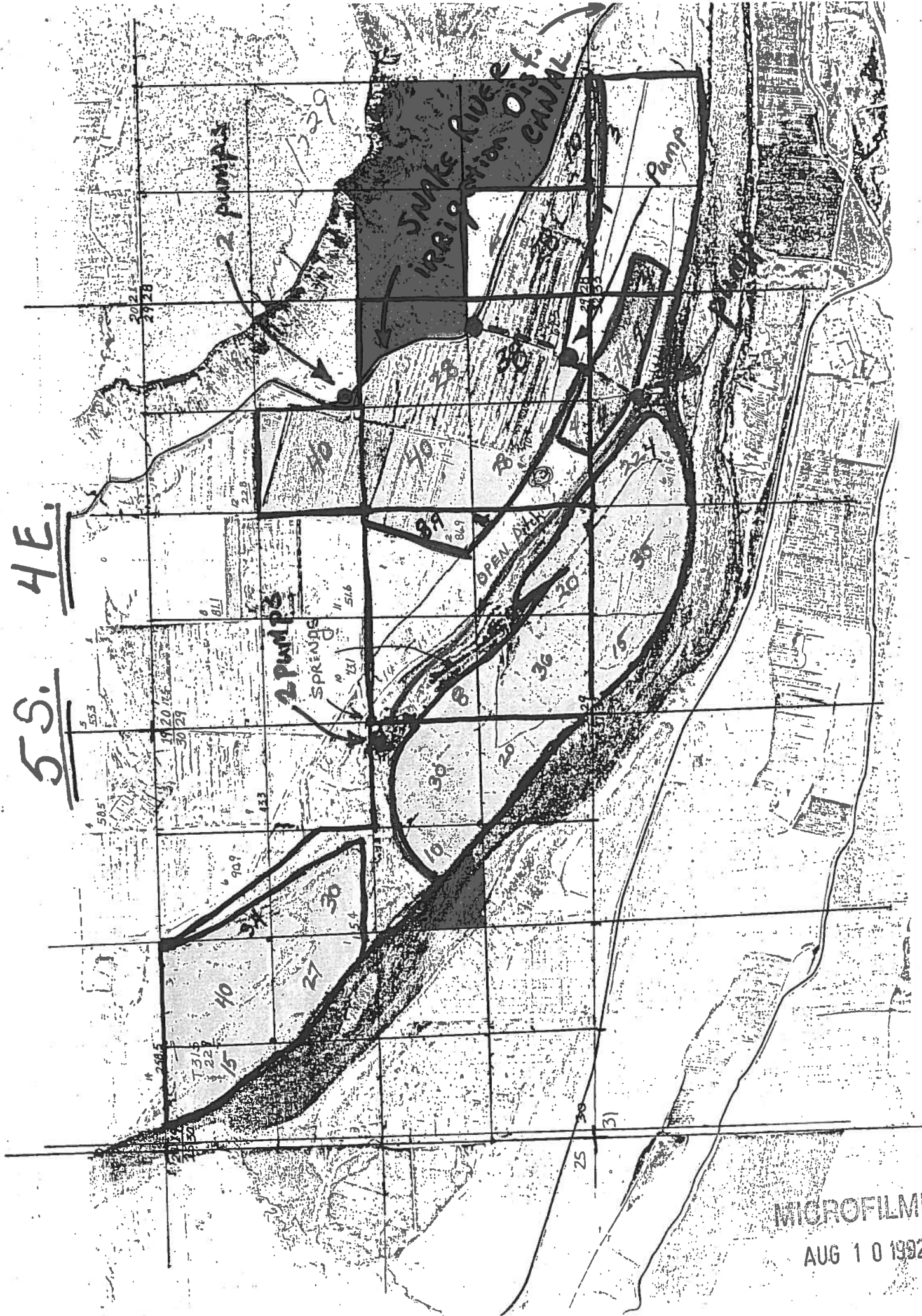
State of Idaho)
County of Twin Falls) SS.

Subscribed and sworn (or affirmed) before me this 1st day
of December 19 89
Stuart Collins
Notary Public

Seal

Residing at Twin Falls
My Commission Expires Dec 7, 1994

5 S. 4 E.



AGI-10463

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AUG 10 1992

Township 5 South, Range 4 East, Boise Meridian, Elmore
County, Idaho

SECTION 28: SW 1/4 SW 1/4

SECTION 29: SW 1/4 NE 1/4, SE 1/4, SE 1/4 SW 1/4,
N 1/2 SW 1/4, Lot 1

SECTION 30: Lots 1, 2, 3 and 4, NE 1/4 SE 1/4,
NE 1/4 NW 1/4, the SW 50 acres of the
W 1/2 NE 1/4 more particularly described
as follows:

Commencing at the NW corner of said
W 1/2 NE 1/4; thence South along the West
boundary line of the W 1/2 NE 1/4 a
distance of 165 feet to a point; thence
running in a Southeasterly direction to a
point on the East boundary line of said
W 1/2 NE 1/4, said point being 825 feet
North of the SE corner of said
W 1/2 NE 1/4; thence South along said
East boundary line a distance of 825 feet to
the SE corner of said W 1/2 NE 1/4;
thence West along the South boundary line
of said W 1/2 NE 1/4 to the center of said
Section 30; thence North along the West
boundary line of said W 1/2 NE 1/4 to the
point of beginning.

SECTION 32: Lots 1, 2, 3 and 4

SECTION 33: NE 1/4 NW 1/4, Lot 4

SAVE AND EXCEPT those portions of Lot 1, Section 32 and
Lot 4, Section 33, Township 5 South, Range 4 East, Boise
Meridian, Elmore County, Idaho, deeded to the State of Idaho
Department of Fish and Game.

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AUG 10 1992

A61-10463



State of Idaho
DEPARTMENT OF WATER RESOURCES

Western Region, 2735 Airport Way, Boise, Idaho 83705-5082 - (208) 334-2190

CECIL D. ANDRUS
GOVERNOR

R. KEITH HIGGINSON
DIRECTOR

May 20, 1992

Ernest A. Bryant, III.
P.O. Box 669
Shoshone, ID 83352

Re: Snake River Basin Adjudication (SRBA) - Elmore County
Identification Number Change

Dear Mr. Bryant,

The identification numbers of your Notices of Claim to a Water Right have been changed from A61-10463 to A02-10047 and A61-10464 to A02-10048. The Idaho Department of Water Resources assigns "administrative basin numbers" that represent a particular geographic location within the state. The "basin number" is used as part of the identification number of the water right. During the process of investigating your claims, it was discovered that your rights are in "Basin 02" rather than "Basin 61". This change does not affect your claim in any other way.

Enclosed is a computer-generated copy of your claim with the new identification number. Refer to this record number in any future inquiries or correspondence. Please do not hesitate to contact this office, if you have any questions.

Sincerely,

Roxanne McCarthy
Sr. Water Resource Agent
Adjudication Bureau

Enclosures:
copy of Notice of Claim

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AUG 10 1992

2

BRYANT RANCHES
ERNEST A. BRYANT III
P. O. BOX 669
SHOSHONE, IDAHO 83352

KNOW ALL PERSONS BY THESE PRESENTS:

That the undersigned does hereby make, constitute and appoint Frederic A. Brossy III, of Shoshone, Lincoln County, Idaho the true and lawful attorney for and in the name, place and stead of the undersigned in the adjudication of all his claims to waters of the Snake River or its tributaries.

The undersigned gives and grants unto said attorney full authority and power to do and perform all and every act and thing whatsoever requisite and advisable to be done in order to complete this adjudication process.

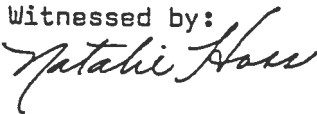
This power of attorney shall remain in full force and effect until revoked by the undersigned.

This power of attorney set forth above is signed and dated at Shoshone, Lincoln County, Idaho this 7th day of July 1988.

Signed by:


Ernest A. Bryant III

Witnessed by:



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AUG 10 1992

Ole Andersen 383-0228

A G R E E M E N T

1. THIS AGREEMENT, Made and entered into as of the 17th day of November, 1952; by and between IDAHO POWER COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Maine, duly qualified and doing business in the State of Idaho, hereinafter referred to as the "Power Company", and SNAKE RIVER IRRIGATION DISTRICT, an irrigation district organized, existing and operating under the laws of the State of Idaho, hereinafter referred to as the "District", and R. H. BENNETT and GRACE J. BENNETT, husband and wife, hereinafter referred to as "Bennetts",

W I T N E S S E T H:

2. WHEREAS, the District owns and operates an irrigation system in Elmore County, Idaho, the facilities thereof comprising, among other things, a pumping plant on the right or north bank of Snake River in Section 13, Township 5 South, Range 3 East, Boise Meridian, pipelines, flumes, canals and canal system extending from said pumping plant both northwesterly and southeasterly; and, WHEREAS, the District is the owner of certain water rights from Snake River for irrigation purposes (including but not limited to Permit No. 5375 in the records of the Department of Reclamation of the State of Idaho) with point of diversion located at its said pumping plant, which water rights aggregate a flow of one hundred twenty-seven (127) cubic feet per second of time, and the District desires to change its said point of

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AUG 10 1992

diversion as hereinafter set forth for the reason that the diversion of said waters by the District by pumping requires three pumping lifts of 50 feet, 100 feet and 150 feet, respectively, to the canals of the District with the attendant operating, maintenance and pumping costs and expense; and

3. WHEREAS, Bennetts own and operate an irrigation system in Elmore County, Idaho, the facilities thereof comprising, among other things, a pumping plant on the right or north bank of Snake River in Section 32, Township 5 South, Range 4 East, Boise Meridian, and a canal system extending from said pumping plant for the irrigation of lands in Sections 29, 30 and 32, Township 5 South, Range 4 East, Boise Meridian; and are the owners of certain water rights and rights to the use of water from Snake River for irrigation purposes, aggregating a flow of eleven (11) cubic feet per second of time, with point of diversion located at said pumping plant, and desire to change the point of diversion as herein set forth for the reason that the diversion of water by Bennetts by pumping from Snake River requires a pumping lift of approximately 45 feet with attendant maintenance, operating and pumping costs and expense; and,

4. WHEREAS, the Power Company, pursuant to license of the Federal Power Commission under the Federal Power Act, has constructed, owns and operates a hydroelectric power project known as the C. J. Strike Hydroelectric Development, including a dam across Snake River in the west half of Section 34, Township 5 South, Range 4 East, Boise Meridian, which dam has created and provided a large reservoir upstream therefrom known as the C. J. Strike Reservoir in which the normal top operating level will be maintained at elevations

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AUG 10 1992

of from 2450 to 2455 feet, and the Power Company has constructed and installed in the north side of said dam a concrete outlet works through which the District and Bennetts can divert their respective water rights from the Power Company's said reservoir, as hereinafter provided, by flow into a canal to be constructed as herein provided to be known as the "District Canal"; and

5. WHEREAS, the arrangements herein provided will operate to the mutual advantage of all parties hereto in that the District can eliminate a portion of its pumping costs and Bennetts can eliminate their pumping costs and the Power Company, by the change of the point of diversion of the District and the point of diversion of Bennetts below the C. J. Strike Dam on the north bank of Snake River to the said concrete outlet works in the north side of said dam can obtain a more efficient use of the waters of Snake River and the said reservoir and greater flexibility of its operation by the fluctuation of the reservoir below said dam at said points of diversion in accordance with the power plant output requirements of the Power Company; and,

6. WHEREAS, the respective uses of the parties are necessary to the continued growth and development of the area, and the arrangements herein provided for will permit the most complete, economical and beneficial use and development of the water and power resources of the State of Idaho; and it is the considered judgment of the parties hereto that the arrangements herein made and agreed to are in the best interests of all parties hereto, with mutual and separate advantages and benefits to all concerned;

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AUG 10 1992

7. NOW, THEREFORE, in consideration of the agreements and covenants of the parties herein contained, the said parties have contracted and agreed, and do hereby contract and agree, as follows:

8. THE POWER COMPANY AGREES:

(a). That it has constructed and installed in its C. J. Strike Dam and Reservoir, on or near the right or north bank of Snake River, a concrete outlet works with control gate and that such concrete outlet works and control gate shall hereafter be continued at all times as a place and point for the diversion by the District and by Bennetts of their respective water rights in Snake River; that the Power Company will at all times hereafter maintain the water level in said C. J. Strike Reservoir at said concrete outlet works and control gate at or above the 2450-foot elevation level and will make available the water in such reservoir at or above the 2450-foot elevation level for diversion by the District and by Bennetts of their respective water rights into the District Canal;

(b). That the District shall have the right to divert at said concrete outlet works from C. J. Strike Reservoir into the District Canal, without charge, cost or expense, during the period from March 15th to October 31st of each year hereafter, a sufficient flow and quantity of irrigation water from the C. J. Strike Reservoir to provide the District, after allowing for reasonable evaporation, seepage and other canal losses in transmission in the District Canal, with a flow of one hundred twenty-seven (127) cubic feet per second of time in the District Canal at a point opposite the District's presently existing pumping plant in Section 13, Township 5

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AUG 10 1992

South, Range 3 East, Boise Meridian, less any diversions by the District from the District Canal above said point for the irrigation of lands in the District; and,

⊗ That Bennetts shall have the right to divert at said concrete outlet works from C. J. Strike Reservoir into the canal, without charge, cost or expense, during the period from March 15th to October 31st of each year hereafter, a sufficient flow and quantity of irrigation water from the C. J. Strike Reservoir to provide Bennetts, after allowing for reasonable evaporation, seepage and other canal losses in transmission in the District Canal, a flow of eleven (11) cubic feet per second of time at the point of diversion of Bennetts from the District Canal;

(c). That the Power Company will pay to the District and to Bennetts the sum of Seventy-five Thousand Dollars (\$75,000.00) as a contribution to the cost of the construction of the District Canal and pumping plants and the canal to the lands of Bennetts from the District Canal, which canal to the lands of Bennetts is to be known as the "Bennett Canal", it being understood and agreed that the Power Company shall have no interest in, nor responsibility with respect to, the design, construction, operation, maintenance, or ownership of, such District Canal or such Bennett Canal, or the pumps, diversion works, or other structures in connection with either such canal;

(d). That The Power Company will provide excess lumber and materials presently owned by the Power Company and stored in the materials storage yard at the C. J. Strike damsite (as determined by the Company) as can be used in the construction of a bridge by the

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District across the District Canal for the access road crossing Snake River below the C. J. Strike Dam to be known as the "access road bridge", and that it will, without expense to the District or to Bennetts, construct and install the necessary electric transmission line to, and all necessary transformers at and for the new pumping plant of the District to be situate in the north half of Section 11, Township 5 South, Range 3 East, Boise Meridian, and the pumping plant of the District to be installed and situate in said concrete outlet works of the Power Company in C. J. Strike Dam;

(e). That it will and does hereby grant unto the District and to Bennetts a right of way from said outlet works in the C. J. Strike Dam westerly through the lands of Idaho Power Company where such District Canal shall be constructed, through lot 4 in Section 34 and the northeast quarter of the northeast quarter and lots 1 and 2 in Section 33, Township 5 South, Range 4 East, Boise Meridian, for the District Canal and the construction, operation, and maintenance of such canal, and that it will and does hereby give unto the District the right, privilege and license to construct, install, operate and maintain pumps and a pumping plant at said concrete outlet works in C. J. Strike Dam to pump and lift the water to be diverted therefrom to the 2453-foot elevation level and into the District Canal and to alter the design of said concrete outlet works in such manner deemed most suitable for the needs of the District and of Bennetts for the diversion of their said respective water rights from said C. J. Strike Reservoir, PROVIDED, HOWEVER, that the design of said pumping plant and the construction

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and installation thereof at the said outlet works in the C. J. Strike Reservoir shall be subject to the approval of the Power Company; and the Power Company further agrees that the District and Bennetts shall have the right to regulate the flow of water into the District Canal at all times from March 15th to October 31st in each year hereafter;

(f). That it will furnish, without charge, cost or expense to the District and to Bennetts, all electric power required for the operation of the pumps and pumping plant in the said concrete outlet works in the said dam at all times hereafter;

9. IT IS UNDERSTOOD AND AGREED by and between the Power Company and the District and Bennetts that the diversion of irrigation water from the C. J. Strike Reservoir into the District Canal shall be done and controlled in the following manner:

The Power Company has built an adjustable gate in the said concrete outlet works for the regulation of water flow therefrom, and the District and Bennetts shall be solely responsible for the control and operation of such gate and the opening and closing thereof to permit the flow of water to supply the water rights of the District and Bennetts into the District Canal, and the District and Bennetts shall be solely responsible for the operation of the pumps and pumping plant to pump water from the C. J. Strike Reservoir into the District Canal to supply the said water rights of the District and of Bennetts when the

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elevation of the water in said reservoir falls below the 2453-foot elevation level and the District and Bennetts shall be solely responsible for the regulation of the water flow through such outlet works, and the Power Company shall have no obligation to adjust the gate in such outlet works nor the flow of water, and should the Power Company at any time adjust or control the flow of water at the request of the District or of Bennetts such action by the Power Company shall be without liability on the part of the Power Company and shall not obligate the Power Company to continue to adjust or control such gate thereafter.

10. THE DISTRICT AND BENNETTS AGREE WITH THE POWER COMPANY AND WITH EACH OTHER AS FOLLOWS:

(a) That the District and Bennetts shall construct and thereafter maintain and operate the canal to be known as, and herein referred to as, the "District Canal", from the said outlet works in C. J. Strike Dam westerly to the point of diversion of the Bennett Canal, capable of carrying the irrigation water herein provided for the District and Bennetts, and to construct and maintain the said access road bridge.

(b). Bennetts agree to construct and thereafter maintain and operate the diversion canal to be known as the "Bennett Canal" from the diversion point therefor in the District Canal to the lands of Bennetts lying between the District Canal and Snake River, and to construct the diversion works in the District Canal for the Bennett Canal.

(c). The District agrees to construct and install the pumping plant and pumps at the outlet in C. J. Strike Dam and

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to construct the District Canal from the point of diversion of the Bennett Canal, and the pumping plant to be constructed and installed in the north half of Section 11, Township 5 South, Range 3 East, Boise Meridian, and bridges across such canal westerly of the diversion of the Bennett Canal. Such canal shall be constructed by the District so as to be capable of carrying the irrigation water provided for the District.

(d). Bennetts agree to pay the sum of Two Thousand Five Hundred Dollars (\$2,500.00) toward the cost of construction of their portion of the District Canal from the outlet in C. J. Strike Dam to the Bennett diversion in such Canal, the cost of the diversion works in such canal to the Bennett canal, and the cost of the Bennett Canal to the Bennett lands.

(e). The Idaho Power Company agrees to pay and contribute the said sum of Seventy-five Thousand Dollars (\$75,000.00) which shall be devoted first to the payment of the balance over and above the amount contributed by Bennetts of the cost of construction of the Bennett portion of the District Canal from the outlet works in the C. J. Strike Dam to the diversion point of the Bennett Canal and the cost of the construction of the access road bridge and the cost of the diversion works in the District Canal for the Bennett Canal and the cost of the Bennett Canal, and secondly to the payment of the cost of the construction of the remainder of the District Canal, and the construction and installation of said pumping plants and pumps and the costs of bridges over such canal. All other costs of the construction of the District Canal, pumping plants and bridges shall be paid by the District.

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(f). The cost of maintaining and operating the District Canal from the outlet in C. J. Strike Dam to the diversion point of the Bennett Canal therefrom and the said access road bridge shall be paid seven and one-third percent ($7\frac{1}{3}\%$) by Bennetts and ninety-two and two-thirds percent ($92\frac{2}{3}\%$) by the District. All cost of maintaining and operating the Bennett Canal and the diversion works therefor in the District Canal shall be paid by Bennetts. All costs of maintaining and operating the remainder of the District Canal and the costs of operating and maintaining the pumping plant at the outlet works in the C. J. Strike Dam (except the electric power therefor) and pumping plant of the District to be installed in said north half of said Section 11, and the cost of maintaining all other bridges over the District Canal shall be paid by the District.

(g). Such canals shall be constructed and maintained in such a manner as to prevent and avoid unreasonable wastage and leakage of water therefrom in accordance with good irrigation practice.

(h). The District and Bennetts agree to take the steps as will be necessary to change their respective points of diversion on Snake River for their respective water rights for irrigation purposes hereinbefore specified to the said outlet works in the Power Company's said C. J. Strike Dam.

(i). The District and Bennetts agree to obtain all necessary rights of way for the construction of the District Canal from the westerly boundary of the lands of the Power Company to the diversion point for the Bennett Canal and the District

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agrees to obtain all necessary rights of way for the construction of the remainder of the District Canal and also to obtain for the Power Company any necessary easements for any distribution lines necessary for electric service to the District's pumping plant in said north half of Section 11.

(j). The District agrees to obtain the approval of the Power Company to the design, construction and appearance of the structures, canal, bridge and other works to be placed upon the Power Company's land and dam, and the Power Company agrees not to unreasonably withhold its approval to such design, construction and appearance, and the District agrees to level the material removed from the canal and structures, and to maintain the structures, canal, bridge and other works in a neat appearing and safe operating condition, and so as not to interfere with or endanger said dam or Power Company's structures.

(k). It is agreed that the Power Company shall have the right to have and maintain an inspector present during the construction and installation of the pumps and pumping plant at the concrete outlet works in G. J. Strike Dam, at its own expense.

11. Each the District and Bennetts agrees with the Power Company as follows: The District agrees that the one hundred twenty-seven (127) cubic feet per second of time of irrigation water of the District under this agreement shall be used only for irrigation of lands within the boundaries of the District as such boundaries may hereafter exist from time to time; [Bennetts agree that the eleven (11) cubic feet per second of irrigation water of Bennetts covered by this agreement may be used for the irrigation of any lands lying between the District Canal and Snake River but not on lands lying ^{north of} ~~above~~ the District Canal.]

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12. IT IS FURTHER AGREED:

(a). That the installation, operation and maintenance of the pumps and outlet works by the District in the C. J. Strike Dam shall be by the District as licensee;

(b). That the District Canal from the outlet works in C. J. Strike Dam to the diversion point for the Bennett Canal and the access road bridge shall be owned seven and one-third percent ($7\frac{1}{3}\%$) by Bennetts and ninety-two and two-thirds percent ($92\frac{2}{3}\%$) by the District.

(c). That the remainder of such District Canal and all pumping plants and installations therefor and all other bridges across such canal shall be owned by the District.

(d). That the Power Company shall be under no obligation to maintain the water level in said reservoir at any elevation level above the 2450-foot elevation level and may vary the water elevation above such level without liability to the District or to Bennetts at any time and from time to time.

(e). The Power Company will furnish free of charge to each Bennetts and the District power to operate their respective presently existing pumps for a total period of not to exceed six (6) weeks in the year 1953 for purposes of wetting down the ditches and for any necessary irrigation water. Operation of the pumps of Bennetts for any period in any day shall be counted as a full day in computing the six-weeks period. Operation of the pumps of the District for any period in any day shall be counted as a full day in computing the six-weeks period for the District pumps. If the District uses its pumps in excess of six weeks in the year 1953, then the District shall immediately pay the Power Company, at the prescribed rates, for all power used during such

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six-weeks period, and shall pay for all additional power used. If Bennetts use their pumps in excess of six weeks in the year 1953, then Bennetts shall immediately pay the Power Company, at the prescribed rates, for all power used during such six-weeks period and shall pay for all additional power used by Bennetts in the year 1953 for the operation of such pumps;

(f). That the Power Company may vary and fluctuate the flow of the river downstream from the C. J. Strike Dam by peaking operations at all times and from time to time free and clear of any claims of damage or liability for shortage of water or loss of crops, by reason of such fluctuation or variation in the flow of the river, from any of the parties hereto, or the landowners in the District.

13. Each, the District and Bennetts, agrees with the Power Company as follows:

(a). That it, he or they, as the case may be, will use the water provided for hereunder, in an economical and husband-like manner and without unnecessary waste and shall take only such portions of their said water, 127 cfs and 11 cfs, respectively, as shall be needed for irrigation requirements up to such party's maximum amount hereinbefore set forth, and will not unnecessarily waste or spill, or permit such wasting or spilling of any such water; and that any and all water not being used or required for irrigation purposes shall inure to the benefit of the Power Company for use in and through its power plant under and as a part of its project water rights.

14. The District and Bennetts jointly and severally agree

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with the Power Company to construct, maintain and operate the District Canal from the outlet works in C. J. Strike Dam to the diversion point of the Bennett Canal in accordance with good irrigation practice, so as to prevent and avoid unreasonable wastage and leakage of water therefrom;

The District agrees to construct, maintain and operate the remainder of the District Canal and the District's water delivery and distribution system in accordance with good irrigation practice so as to prevent and avoid unreasonable wastage and leakage of water therefrom.

Bennetts agree with the Power Company to construct, maintain and operate the Bennett Canal and the water delivery and distribution system of the Bennetts in accordance with good irrigation practice, so as to prevent and avoid unreasonable wastage and leakage of water therefrom.

The Power Company shall not be responsible for any loss or damage, of any kind or nature whatsoever, occurring to either Bennetts or the District or to any landowners in the District, including damages to lands or crops, or any other direct, proximate or remote damages occurring or resulting from the construction, operation or maintenance of the District Canal or the Bennett Canal or the pumps and pumping plants in such canal, so long as the Power Company provides sufficient water in its reservoir at or above the 2450-foot elevation level for the diversion of the said irrigation water of the District and Bennetts into the District Canal from said C. J. Strike Reservoir and electric power for the operation of the pumps of the District at the outlet works at the C. J. Strike Dam.

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15. In consideration of this agreement entered into with the Power Company, the District in its own behalf and in behalf of its landowners and water users, jointly and severally waives and hereby releases and discharges the Power Company from any and all claims or possible claims for damages or liability of any sort or description which have or may have occurred prior to the date of this agreement from the fluctuation or claimed fluctuation of the waters of the Snake River, and Bennetts in their own behalf hereby release and discharge the Power Company from any and all claims of Bennetts against the Power Company for damages by reason of the fluctuation of the waters of Snake River. Bennetts particularly reserve the right to any damages to their lands caused or which may hereafter be caused by seepage water from C. J. Strike Reservoir.

16. No party shall be considered to be in default of any obligation or be liable or responsible for any loss or damage for violating the terms of this agreement if prevented from fulfilling such obligation by reason of uncontrollable forces, including acts of God and the public enemy, or from accident, war, sabotage, water shortage, explosion, fire, earthquake, restraint by court or public authority, or other cause which by exercise of foresight and due diligence such party could not have reasonably been expected to avoid, except as provided in paragraph 18. Such party shall exercise due diligence, however, to remedy such cause or remove such inability with all reasonable dispatch.

17. IT IS UNDERSTOOD AND AGREED that failure by the District or Bennetts to perform any of the covenants herein contained shall not be construed to give the Power Company the right to refuse or fail to make water available to such parties as herein provided, and that the rights of the Power Company, in the event of

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breach or failure to perform any of the provisions hereof by such parties, shall be limited to injunctive relief, damages, or such other equitable or legal measures and remedies as may be enforced in a court of competent jurisdiction.

18. In consideration of this agreement entered into with the Power Company, the District and Bennetts each in its own behalf and in behalf of its members and landowners, jointly and severally waive and hereby release and discharge the Power Company from any and all claims for damages or liability of any sort or description which may arise in the event the District Canal Parties fail, for any reason whatsoever, to construct, and/or thereafter fail to maintain and operate, the District Canal referred to in paragraphs 10(a) or 10(b) hereof, and it is further understood and agreed that this contract constitutes a complete release of any obligation or duty which the Power Company may have now, or in the future, to maintain the water level in Snake River below C. J. Strike Dam sufficient to reach the diversion points of each the District and Bennetts at their respective pumping plants on the north bank of Snake River at the locations hereinbefore specified.

19. Any notice given to the Power Company hereunder shall be given or mailed, in writing, to the Power Company's President or General Manager, at 1220 Idaho St., Boise, Idaho; and,

Any notice given to Snake River Irrigation District shall be given or mailed, in writing, to the District at Grand View, Idaho, or to such person or address as the District shall by notice in writing hereafter designate; and,

Any notice given to Bennetts shall be given or mailed in writing,

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to R. H. Bennett at Mountain Home, Idaho, or to such person or address as Bennetts may hereafter by notice in writing designate.

20. This agreement and the respective rights and obligations hereunder shall inure to the benefit of and be binding upon the respective successors and assigns of the parties.

IN WITNESS WHEREOF, the Power Company has hereunto caused its corporate name to be subscribed and its corporate seal to be affixed by its officers first thereunto duly authorized by resolution of its Board of Directors, and the District has hereunto caused its corporate name to be subscribed and its corporate seal to be affixed by its officers first thereunto duly authorized by resolution of its Board of Directors, and the Bennetts have hereunto subscribed their names, all as of the day and year herein first above written.

(SEAL)

ATTEST:

A. C. Inman

Secretary

IDAHO POWER COMPANY

By

E. C. Koch

President

(SEAL)

ATTEST:

W. D. Deladeau

Secretary

SNAKE RIVER IRRIGATION DISTRICT

By

Thomas Callitt

Director and President

Fred Horner

Director

Morgan Shaw

Director

R. H. Bennett

R. H. Bennett

Grace J. Bennett

Grace J. Bennett

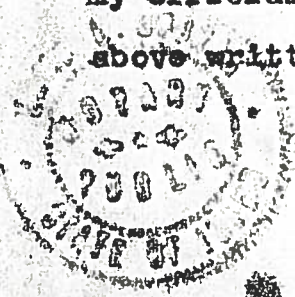
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STATE OF IDAHO,)
COUNTY OF ADA,) ss.

On this 23rd day of December, in the year 1952, before me, the undersigned, a Notary Public in and for said State, personally appeared T. E. Roach, known to me to be the President of Idaho Power Company, the corporation that executed the foregoing instrument, and acknowledged to me that such corporation executed the same.

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


Erma L. Donald
Notary Public for the State of Idaho,
Residing at Boise, Idaho.

STATE OF IDAHO,)
COUNTY OF Elmore,) ss.

On this 15th day of December, in the year 1952, before me, the undersigned, a Notary Public in and for said State, personally appeared Thomas Collett, known to me to be the President and a director of, and Morgan Shaw and Fred Korner, known to me to be directors of, the Snake River Irrigation District, the corporation that executed the foregoing instrument, and acknowledged to me that such corporation executed the same.

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


T. Anderson
Notary Public for the State of Idaho,
Residing at Grand View, Idaho.

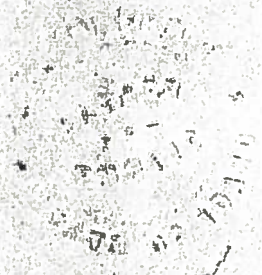
Residing at Mountain Home, Idaho
My Com. expires Oct. 19, 1953

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STATE OF IDAHO,)
COUNTY OF ELMORE,) ss.

On this 16 day of December, in the year 1952, before me, the undersigned, a Notary Public in and for said State, personally appeared R. H. Bennett and Grace J. Bennett, husband and wife, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

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



Notary Public for the State of Idaho,
Residing at Mountain Home, Idaho.

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