

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: A61-11786

Date Received:

Receipt No.:

Received by:

NOTICE OF CLAIM TO A WATER RIGHT
RESERVED UNDER FEDERAL LAW

The following claim is submitted by the United States of America on behalf of the Department of Defense as a federally reserved water right. The listed owner should be the United States of America. The reference in some of the claims to state licenses or permits is purely for informational purposes. To the extent that a court of competent jurisdiction were finally to decide that these claims did not exist under federal law, the United States alternatively claims the water pursuant to its state permits and licenses.

DEPARTMENT OF THE ARMY

SEATTLE DISTRICT. CORPS OF ENGINEERS

P.O. BOX 3755

SEATTLE, WASHINGTON 98124-2255

REPLY TO

February 7, 1992

Office of Counsel

Mountain Home Air Force Base Recreation Annex - Strike Dam

- (1) Claimant - U.S. Air Force, Mountain Home Air Force Base
- (2) Mailing Address. - U.S. Air Force, C/o Commander, U.S. Army Corps of Engineers, Seattle District, Attn: CENPS-RE, P.O. Box 3755, Seattle, Washington 98124-2255
- (3) Telephone number of person filing the claim. - Joseph Duncan, (206) 764-3666
- (4) License or Water Permit Number. - None
- (5) Source of water. - Well
- (6) Annual Diversion Volume. - 14.6 acre feet/year
- (7) Diversion Rate. - .04 cfs
- (8) Annual Volume of Consumptive Use - in acre feet per year. - 14.6 acre feet/year
- (9) Total Quantity Claimed - in cfs and/or acre feet for present and future uses. - 0.04 cfs
- (10) Priority Date. - April 12, 1943
- (11) Points of Diversion.
NE1/4 NE1/4 NW¼ Section 34, Township 5S, Range 4E, B.M., Elmore County
- (12) Description of Diversion Works. - Well
- (13) For Instream Flow - describe by township, range, and section for beginning point and ending point. - Not applicable.
- (14) Purpose and Period of Use. - Domestic. April 1 through October 31.
- (15) Place of Use. Township, Range, Section. - Mountain Home Air Force Base, Recreation Annex, Strike Dam Reservoir, Idaho T5S, R4E, Section 34,27

(16) County in which located. Elmore

(17) ownership of land on which located.

Well is located on land leased from Idaho Power. Legal Description is attached.

(18) Describe other water claims use at the same place and for the same purposes, if any. See Water Right No. 61-2217, 61-7224, 61-7579, 63-10399, 63-10714

(19) Basis of Right. - Federal Reserved Water Right

	LAST NAME	DTG
C		
DM		
DO		
DP		
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DC		
DCR	IE	
DM		
	SUBJECT:	Acquisition of Strike Dam Recreational Annex
DO	TO:	District Engineer
DP		Corps of Engineers
DS		Walla Walla District
ADJ		Building 602, City-County Airport
		Walla Walla, Washington
S		
S		
TH		1. As requested by your representative, Mr. Markley, on the occasion of a recent conference in Boise, Idaho concerning the proposed leasing of C. J. Strike Recreational Annex, the following information is submitted:
BC		
BDC		a. A well has been completed.
BCR		
BM		b. Sanitary facilities have been installed in the existing building.
BMCT		
BMP		c. A boat dock has been completed.
BDO		
BP		2. It is noted that nonappropriated funds have been expended to the amount of \$2,561.56.
		FOR THE COMMANDER:
BA		<i>3 June 57</i>
BCH		
BISO		
IE		<i>1150 30 June</i>
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BPM		
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Headquarters
9TH BOMBARDMENT WING, MEDIUM
United States Air Force
Mountain Home Air Force Base, Idaho

FILE DESIGNATOR
INS 4-1 Acquisition
AUTHENTICATION
AFM 181-5, para 207

☐ TEMPORARY
☐ 1 - 2 YEARS
☒ OVER 2 YEARS

ALVIN W. SMITH
 Major, USAF
 Dep Dir Admin Svcs



STRIKE

State of Idaho
Department of Water Resources

WATER RIGHT LICENSE

WATER RIGHT NO. 61-07586

Priority: March 24, 1987 Amount: 0.02 CFS 0.7 AFA

This is to certify, that U.S. DEPT. OF DEFENSE

DEPT. OF AIR FORCE

366 CSF/DEEV

MOUNTAIN HOME, ID 836485000

has complied with the terms and conditions of the permit issued pursuant to Application for Permit dated March 24, 1987, and has submitted proof to the Department of Water Resources on June 3, 1987, that water has been applied to a beneficial use; an examination by the Department indicates that the works have a diversion capacity of .040 cfs of water from a GROUNDWATER source and that a water right has been established as follows:

<u>BENEFICIAL USE</u>	<u>PERIOD OF USE</u>	<u>RATE OF DIVERSION</u>	<u>VOLUME</u>
DOMESTIC	04/01 to 10/31	0.02 CFS	0.7 AFA
<u>LOCATION OF POINT(S) OF DIVERSION:</u>		NENW , Sec. 34, Township 05S, Range 04E ELMORE County	

PLACE OF USE: DOMESTIC

TWN RGE SEC

05S 04E 34

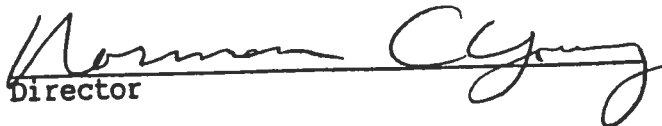
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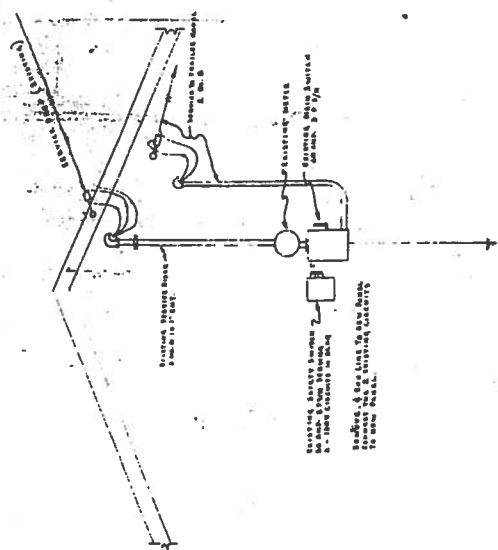
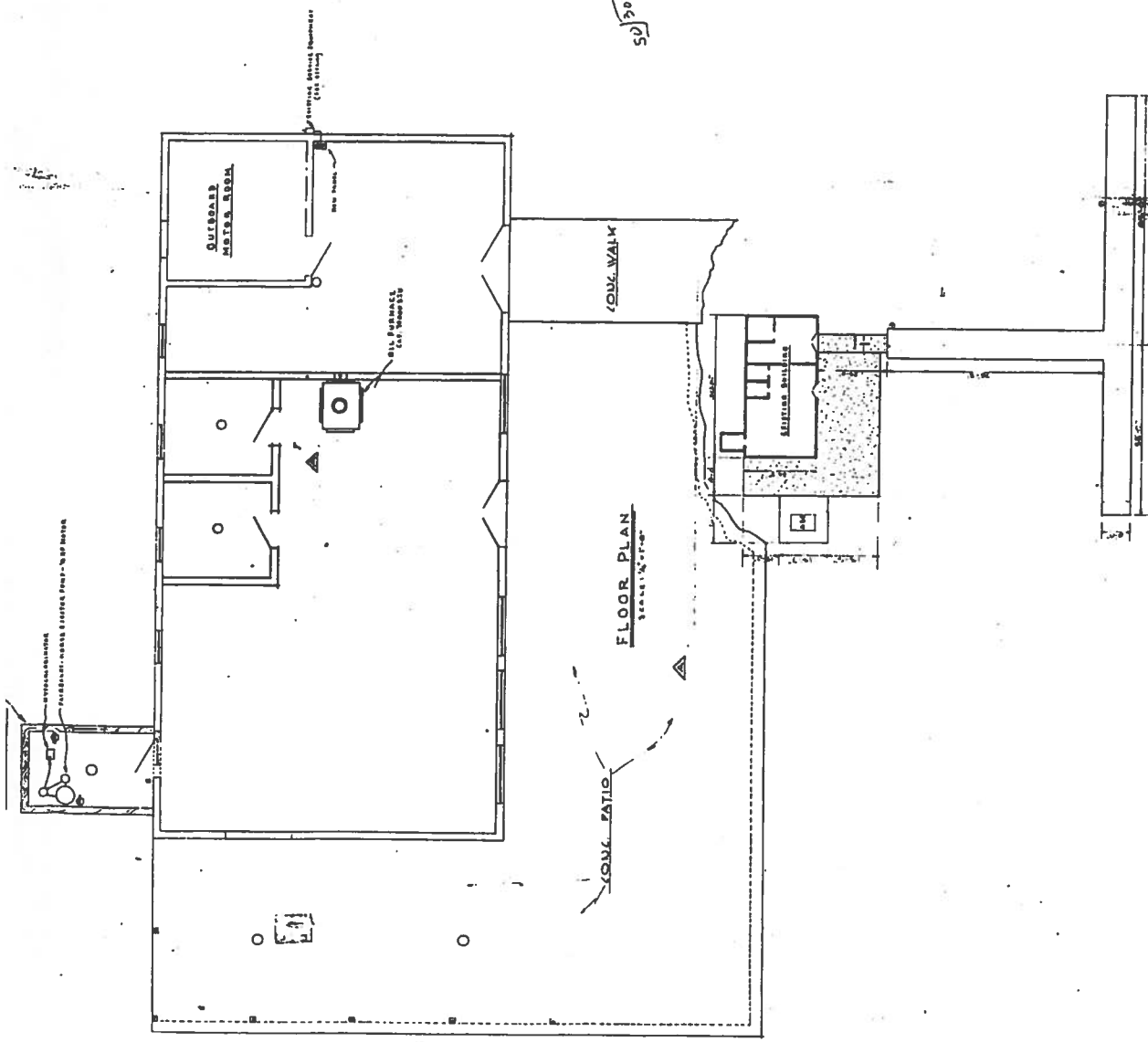
CONDITIONS/REMARKS:

1. The right to the use of water hereby confirmed is limited to the amount which can actually be beneficially used and is restricted and appurtenant to the lands or place of use and to the purpose herein described, as provided by the laws of Idaho.
2. This right is subject to all prior water rights and may be forfeited by five years of non-use.
3. Modifications to or variance from this license must be made within the limits of Section 42-222, Idaho Code, or the applicable Idaho law.

This license is issued pursuant to the provisions of Section 42-219, Idaho Code. Witness the seal and signature of the Director, affixed at Boise, this 3rd day of APRIL, 1989.

Acting for the Director





FIRE CHIEF	
GROUND SAFETY ENGINEER	

AS CONSTRUCTED	DATE	BY	CHKD
STRATEGIC AIR COMMAND			
MOUNTAIN HOME AIR FORCE BASE			
MODIFY			
STRIKE DAM RECREATION BLDG.			
ELECTRICAL			
REVISION	DATE	BY	CHKD
1	10/1/50	J. DUBOIS	
2	10/1/50	J. DUBOIS	
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100	10/1/50	J. DUBOIS	

James Dubois @ usdoj.gov

10-192
JAA

These premises to be used
by the United States Army
Force

DEPARTMENT OF THE ARMY
CORPS OF ENGINEERS

LEASE NO. DA ~~45-164-eng-3278XXXXXX~~ North Pacific DIVISION

Walla Walla DISTRICT

LAND LEASE
BETWEEN

This contract is authorized by title
10 USC 2304 (a) (10)

THE IDAHO POWER COMPANY

AND

THE UNITED STATES OF AMERICA

/s/
/t/
/s/

1. THIS LEASE, made and entered into this 2nd day of June
in the year one thousand nine hundred and fifty-eight
by and between
THE IDAHO POWER COMPANY, a Corporation of the State of Maine, authorized and
qualified to do business in the State of Idaho
whose address is 1220 Idaho Street, Boise, Idaho

and whose interest in the property hereinafter described is that of fee simple owner
for itself, its administrators, successors, and assigns, hereinafter called Lessor, and THE UNITED STATES
OF AMERICA, hereinafter called the Government:

WITNESSETH: The parties hereto for the consideration hereinafter mentioned covenant
and agree as follows:

2. The Lessor hereby leases to the Government the following described premises, viz:

(See attached Exhibit "A")

to be used for the following purpose: Government

3. TO HAVE AND TO HOLD the said premises for the term beinning **1 April 1957**, through **June 30, 1957**, provided that unless and until the Government shall give notice of termination in accordance with provision 6 hereof, this lease shall remain in force there- after from year to year without further notice; provided further that adequate appropria- tions are available from year to year for the payment of rentals; and provided further that this lease shall in no event extend beyond **30 June 2000**

4. The Government shall pay the Lessor rent at the following rate: **ONE and NO/100 DOLLARS (\$1.00)** for the term and all extensions thereof, receipt and sufficiency of which are hereby acknowledged.

~~xxx~~

~~Payment shall be made by check or cash~~

~~by check~~

5. The Government shall have the right, during the existence of this lease to attach fix- tures, and erect structures or signs, ~~in or upon the premises hereby leased~~, which fixtures and structures or signs, so placed in, upon or attached to the said premises shall be and remain the property of the Government and may be removed or otherwise disposed of by the Government.

6. The Government may terminate this lease at any time by giving thirty (30) days notice in writing to the Lessor, and no rental shall accrue after the effective date of termination.

7. Any notice under the terms of this lease shall be in writing signed by a duly author- ized representative of the party giving such notice, and if given by the Government shall be addressed to the Lessor at **1220 Idaho Street, Boise, Idaho**

and if given by the Lessor shall be addressed to **District Engineer, U. S. Army Engineer District, Walla Walla, Walla Walla, Washington**

8. The Lessor warrants that no person or selling agency has been employed or retained to solicit or secure this lease upon an agreement or understanding for a commission, percent- age, brokerage, or contingent fee, excepting bona fide employees or bona fide established com- mercial or selling agencies maintained by the Lessor for the purpose of securing business. For breach or violation of this warranty the Government shall have the right to annul this lease without liability or in its discretion to deduct from the lease price or consideration the full amount of such commission, percentage, brokerage, or contingent fee.

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

10. (a) The Government may, by written notice to the Lessor, terminate the right of the Lessor to proceed under this lease if it is found, after notice and hearing, by the Secretary of the Army or his duly authorized representative, that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Lessor, or any agent or representative of the Lessor, to any officer or employee of the Government with a view toward securing a lease or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing, of such lease; provided, that the existence of

11. The Government shall have the right, during the existence of this lease, to construct recreational facilities, including a boat house, boat dock, boat launching ramp, fire places, a well, sanitary facilities and make alterations, attach fixtures, and erect additions, structures, or signs, in or upon the premises hereby leased for exclusive Government use and to construct a fence or suitable wall around said exclusive use area, which fixtures, additions, or structures, so placed in, upon or attached to the said premises shall be and remain the property of the Government and may be removed or otherwise disposed of by the Government. The Government shall surrender possession of the premises upon the expiration or termination of this lease and, if required by the Lessor, shall within 60 days thereafter, or within such additional time as may be mutually agreed upon, return the premises in as good condition as that existing at the time of entering upon the same under this lease, reasonable and ordinary wear and tear and damages by the elements or by circumstances over which the Government has no control, excepted; provided that, if the Lessor requires the return of the premises in such condition the Lessor shall give written notice thereof to the Government at least 15 days before the expiration or termination of the lease; and provided further, that should the Lessor give such notice within the time specified above, the Government shall have the right and privilege of making a cash settlement with the Lessor in lieu of performance of its obligation, if any, to restore the real estate, personal property (if any be demised herein), or both real and personal property. Should a mutually acceptable settlement be made hereunder, the parties shall enter into a supplemental agreement hereto effectuating such settlement. ~~the above is subject to paragraph 15 below.~~

12. The Lessor shall furnish to the Government the right of ingress and egress over existing roads but shall not be responsible for repair or maintenance of any roads.

* See Sup 2
13. The Government shall not operate concessions on the leased premises for the sale of food, beverages, and merchandise or for the rentals of boats.

* 14. The Government shall provide necessary personnel to regulate the activities of their personnel in the use of the leased premises.

* 15. No buildings, structures, signs or improvements shall be constructed or placed upon the leased premises without consent of the Lessor. All such buildings, structures, signs and improvements shall be in strict conformance with all laws, rules and regulations of the United States, State of Idaho, and/or local municipality having jurisdiction of the area.

16. The Government shall not permit the accumulation of trash or refuse on said exclusive use leased premises so as to create an unsightly or unsanitary condition as a result of usage thereof nor permit the disposal of any trash, refuse or debris so as to pollute or endanger the purity of the waters of C. J. Strike Reservoir.

17. The Government hereby agrees to indemnify and save harmless the Lessor, its officials and employees from all civil actions or claims, for

any damages, for injury or loss of property, or personal property or death caused by the negligent or wrongful act or omission of any employees of the Government while acting in the scope of his office or employment under circumstances when the United States, if a private person, would be liable to the claimant in accordance with the law of the place where the act or omission occurred. Nor shall the lessor be responsible or liable for any damage of whatsoever nature which may ensue by reason of fluctuation of the water of C. J. Strike Reservoir, failure, or drop in water or by flood.

18. The Lessor may at reasonable times, upon approval of the officer in charge, enter upon and inspect the leased premises and property.

19. The operation of the Lessee in the exercise of this lease shall at all times be in conformity with all laws, rules and regulations of the United States, State of Idaho, and any local Governmental unit having jurisdiction of the same.

20. Sanitary facilities as required will be constructed and maintained in good operating condition by Lessee.

21. Upon the failure of the Lessee to do or perform any act or thing by it to be done or performed under the terms of this lease, or upon any other breach of the terms hereof by the Lessee, the Lessor shall give the Lessee written notice of the Lessee's failure to abide by the conditions of the lease, and if not corrected upon the expiration of sixty (60) days, this lease shall be subject to immediate termination, at the option of the Lessor. In the event of such termination the provisions of paragraph 11, relative to the surrender of possession of the premises by the Government and the removal of the facilities therefrom, shall apply.

22. The Lessee shall not assign or transfer this lease or sublet the property or any part thereof without first obtaining the written consent of the Lessor.

facts upon which the Secretary of the Army or his duly authorized representative makes such findings shall be in issue and may be reviewed in any competent court.

(b) In the event this lease is terminated as provided in paragraph (a) hereof, the Government shall be entitled (i) to pursue the same remedies against the Lessor as it could pursue in the event of a breach of the lease by the Lessor, and (ii) as a penalty in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount (as determined by the Secretary of the Army or his duly authorized representative) which shall be not less than three nor more than ten times the costs incurred by the Lessor in providing any such gratuities to any such officer or employee.

(c) The rights and remedies of the Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this lease.

23. Prior to execution of this lease paragraph 5 was deleted and paragraphs 11, 12, 13, 14, 15, 16, 17, 18, 19, and Exhibit "A" were added hereto and by this reference made a part hereof. / 20, 21, 22, and 23,

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

In presence of:

THE IDAHO POWER COMPANY

/s/ Mary Morton

Witness.

/s/ R. E. Gale

Vice President

Lessor.

(SEAL)

9164 O'Farrell, Boise, Idaho

(Address of Witness)

THE UNITED STATES OF AMERICA,

By /s/ Max K. Tysor

MAX K. TYSOR

Contracting Officer. /s/

Chief, Real Estate Division

U. S. Army Engineer District, Walla

Nov 3, 1958

(IF LESSOR IS A CORPORATION, THE FOLLOWING CERTIFICATE SHALL BE EXECUTED BY THE SECRETARY OR ASSISTANT SECRETARY.)

I, **JAMES E. BRUCE**
certify that I am the **Assistant**
named as Lessor in the attached lease; that
lease on behalf of the Lessor, was then
said lease was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

R. E. Gale Secretary of the corporation
Vice President who signed said
of said corporation; that

/s/ James E. Bruce

(CORPORATE
SEAL)

Exclusive use of a parcel of land lying in Sections 34 and 27, T. 5 S., R. 4 E., B.M., Elmore County, Idaho, said parcel of land being more particularly described as follows:

Beginning at a point on the north line of said Section 34, which point lies $5.89^{\circ} 58'$ E., a distance of 2351.6 feet from the northwest corner thereof; thence N. $32^{\circ} 19'$ W., a distance of 32.4 feet; thence S. $57^{\circ} 41'$ W., a distance of 110 feet; thence S. $32^{\circ} 19'$ E., to a point on the existing shoreline of the C. J. Strike Dam Reservoir; thence northeasterly along said shoreline to a point on a line being S. $32^{\circ} 19'$ E., from the point of beginning; thence N. $32^{\circ} 19'$ W., along said line to the point of beginning.

Together with a parcel of land 10' wide by 100' long extending at right angle from the centerline of the southeasterly side of above described parcel of land and a parcel of land 10' wide extending at right angles approximately 30' from each side of the southeasterly end of above described 10' x 100' parcel of land.

Joint use of the public recreation area extending from the above described exclusive use parcel of land to a point east of the northeast corner of the public park, exclusive of the shoreline adjacent to the plat of land leased to L. J. Bruckner.

Lease No. W X DA-45-164-ENG-3278

Negotiated Lease

This contract is authorized by title
10 USC 2304 (a) (10)

SUPPLEMENTAL AGREEMENT NO. 1

THIS SUPPLEMENTAL AGREEMENT, made and entered into this 25th day of July, 1960, by and between the UNITED STATES OF AMERICA, hereinafter called the Government, represented by the Contracting Officer executing this agreement, and **THE IDAHO POWER COMPANY** whose address is **1220 Idaho Street, Boise, Idaho**

hereinafter called the lessor, WITNESSETH That:

WHEREAS, On the 2nd day of June, 1958, the parties hereto entered into Lease No. W X DA-45-164-ENG-, covering the following described premises,

Exclusive use of 0.24 acres of land lying in Sections 34 and 27, Township 5 South, Range 4 East of the Boise Meridian, Elmore County, Idaho, said parcel of land being more particularly described in Exhibit "A" to the basic lease.

and

WHEREAS, It is found advantageous and in the best interests of the Government to modify the said lease for the following reasons:
To increase the area covered by the lease from 0.24 acres to 1.11 acres.

IN WITNESS WHEREOF, The parties hereto have executed this agreement as of the day and year first above written.

In presence of:

THE UNITED STATES OF AMERICA

/s/ Jack Traganis

(Witness)

By /s/ Max K. Tysor

MAX K. TYSOR

Chief, Real Estate Division

U. S. Army Engineer District, Walla Walla

(Official title)

/s/ AIN

/s/ Mary Norton

(Witness)

THE IDAHO POWER COMPANY

(Lessor)

212 North Walnut, Boise, Idaho

(Address)

By /s/ H. R. Moore

Vice President

(If Lessor is a corporation, the following certificate shall be executed by the secretary or assistant secretary.)

I,

JAMES E. BRUCE

certify that I am the

Assistant

Secretary of the corporation named as Lessor in the attached

supplemental agreement; that

H R MOORE

, who signed said

supplemental agreement on behalf of the Lessor, was then **Vice President**

of said corporation; that said supplemental agreement was duly signed for and in

behalf of said corporation by authority of its governing body, and is within the

scope of its corporate powers.

/s/ James E. Bruce

(CORPORATE)

(SEAL)

EXHIBIT "A"

TO

SUPPLEMENTAL AGREEMENT NO. 1

Tract No. 1 - Beginning at a point in the north normal shore line of C. J. Strike Reservoir at the intersection with the east-west section line common to Sections 27 and 34, said point being approximately 2415.6 feet easterly from the section corner common to Sections 27, 28, 33, and 34 on bearing of S 89°59'E and further identified as lying approximately 64 feet easterly from an iron pin set in the said section line for a monument identified as Idaho Power Company Monument No. M-98; thence south-westerly along the said north normal shore line of C. J. Strike Reservoir to an iron pin set for a corner; thence N 32°19'W, a distance of approximately 124 feet to a point in the said east-west section line common to Sections 27 and 34 and lying 2223.6 feet easterly from the said section corner common to Sections 27, 28, 33, and 34; thence S 89°59'E along the said section line a distance of approximately 192 feet to the point of beginning.

Together with a parcel of land 10 feet in width and 83 feet in length, lying 5 feet wide on each side of a center line, said center line extending from a point in the said north normal shore line of C. J. Strike Reservoir on a bearing of S 32°19'E and lying at a right angle distance of 78 feet easterly from the south-west side of Tract No. 1 being further identified as a line extending from an iron pin set for a corner in the north normal shore line of C. J. Strike Reservoir on a bearing of N 32°19'W, a distance of approximately 124 feet to a point in the east-west section line common to Sections 27 and 34; and two (2) parcels of land 10 feet in width, one (1) extending westerly at right angles from the last offshore 10 feet of the said 10 feet wide by 83 feet long afore described parcel of land, a distance of 51 feet, and two (2), extending easterly at right angles from the last offshore 10 feet of the afore described 10 feet wide by 83 feet long parcel of land, a distance of 75 feet.

The above described tract containing 0.34 acres of land, more or less.

Tract No. 2 - Beginning at a point in the north normal shore line of C. J. Strike Reservoir at the intersection with the north-south quarter line of Section 27 and approximately 2518 feet southerly from the north boundary line of the said section; thence along the said north-south quarter line of the said Section 27 on an assumed bearing of due North, a distance of approximately 215 feet to a point; thence N 57°41'E, a distance of approximately 103 feet to an iron pin set for a corner in the said normal north shore line of C. J. Strike Reservoir; thence southerly and westerly along the said north normal shore line to the point of beginning.

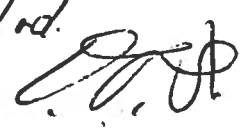
The above described tract containing 0.77 acres of land, more or less.

Joint use of the public recreation area extending from the above described exclusive use parcel of land, Tract No. 1, to a point east of the northeast corner of the public park, exclusive of the shoreline adjacent to the plat of land leased to L. J. Bruckner."

Recd. Sept. 10 1960

EXHIBIT "A"

Revised



TO

SUPPLEMENTAL AGREEMENT NO. 1

Lands lying in Sections 27 and 34, Township 5 South, Range 4 East of the Boise Meridian, Elmore County, State of Idaho, said lands being more particularly described as follows:

TRACT NO. 1

A tract of land lying in said Section 34, consisting of two (2) parcels more particularly described as follows:

PARCEL A

Beginning at a point lying at the intersection of the normal north shore line of the C. J. Strike Reservoir and the north line of said Section 34, said point lying easterly, a distance of 64 feet, more or less, from the Idaho Power Company Monument with "M-98" indicated thereon, lying on the north line of said Section 34, thence southwesterly along said normal north shore line of the C. J. Strike Reservoir to an iron pin lying on said north shore line;

thence North 32° 19' 00" West to a point lying on the north line of said Section 34, a distance of 124 feet, more or less;

thence South 89° 59' 00" East along the north line of said Section 34 to the point of beginning.

PARCEL B

A strip of land lying in said Section 34, said strip of land being 10 feet in width, being 5 feet wide on each side of a line described as follows:

Beginning at a point lying on the above said normal north shore line of the C. J. Strike Reservoir, said point lying 78 feet from, when measured at right angles, to the westerly line of Parcel "A", said westerly line bearing North 32° 19' 00" West;

thence South 32° 19' 00" East, a distance of 78 feet;

thence South 57° 41' 00" West, a distance of 56 feet;

thence North 57° 41' 00" East, a distance of 136 feet and the point of terminus of the above described line.

TRACT NO. 2

A tract of land lying in said Section 27, commencing at a point lying on the south line of said Section 27, said point located by an Idaho Power Company monument with "M-98" indicated thereon, lying on the said south line of Section 27, a distance of 2351.6 feet from the southwest corner of said Section 27;

thence North 89° 59' 00" West along the south line of said Section 27 to a point where the westerly line of Parcel "A", described above, intersects the south line of said Section 27;

thence North 32° 19' 00" West to an iron pipe, a distance of 62.78 feet;

thence North 57° 41' 00" East to the north-south center line of said Section 27, and the TRUE POINT OF BEGINNING;

thence continuing North 57° 41' 00" East to an iron pin lying on the westerly normal shore line, a distance of 103 feet, more or less;

thence southerly and westerly along said normal shore line to the north-south center line of said Section 27;

thence north along said north-south center line to the point of beginning.

The lands above described contain 0.92 acres, more or less, of which 0.22 of an acre lie within Parcel "A" of Tract No. 1 and of which 0.05 of an acre, more or less, lie within Parcel "B" of Tract No. 1 and of which 0.65 of an acre, more or less, lie within Tract No. 2.

Also joint use of the public recreation area extending from the above described exclusive use land to a point east of the northeast corner of the public park, exclusive of the normal shore line adjacent to the plat of land leased to L. J. Bruckner.

Revised F.K. 30 Aug 1960

Lease No. ¹⁶⁴DA-45-~~122~~-ENG-3278
Negotiated Lease

file
10-19-78
8 Oct 98
pl

SUPPLEMENTAL AGREEMENT NO. 2

THIS SUPPLEMENTAL AGREEMENT, made and entered into this 18th day of October, 1966, by and between the UNITED STATES OF AMERICA, hereinafter called the Government, represented by the authorized representative of the District Engineer executing this agreement, and IDAHO POWER COMPANY whose address is Box 770, Boise, Idaho 83701 hereinafter called the lessor, WITNESSETH That:

WHEREAS, On the 2nd day of June, 1958, the parties hereto entered into Lease No. DA-45-¹⁶⁴~~122~~-ENG-3278, covering the following described premises,

viz: Exclusive use of 0.24 acres of land lying in Sections 34 and 27, Township 5 South, Range 4 East of the Boise, Meridian, Elmore County, Idaho; and joint use of public recreation area, being more particularly described in Exhibit "A" of the basic lease;

and

WHEREAS, On the 25th day of July, 1960, the parties hereto entered into Supplemental Agreement No. 1, providing for increase in area from 0.24 acres to 0.92 acres;

and

WHEREAS, It is found (advantageous and in the best interests of the Government to modify the said lease for the following reasons: To grant authority to the Government to operate concessions on leased property.

~~NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, WITHOUT PERMISSION OF THE UNITED STATES GOVERNMENT~~

NOW, THEREFORE, Effective 15 October 1966, for and in consideration of ONE AND NO/100 DOLLAR (\$.00), receipt of which is hereby acknowledged, the said lease is hereby modified in the following particular, but in no others:

Paragraph 13 of said lease is hereby deleted in its entirety and the following substituted therefor:

"The Government is authorized to operate concessions for the sale of food, beverages, and merchandise or for the rental of boats and motors to military personnel and their dependents, subject to the proviso that such concessions are established on a non-competitive basis with other commercial enterprises."

IN WITNESS WHEREOF, The parties hereto have executed this agreement as of the day and year first above written.

THE IDAHO POWER COMPANY:
Date: 18 October 1966 By: H. R. Moore
Vice-President

Date: 21 October 1966.

THE UNITED STATES OF AMERICA,

BY:

Kelvin Greenstreet

KELVIN GREENSTREET
Chief, Real Estate Division
Seattle District, Corps of Engineers

CERTIFIED TRUE COPY

By: E. Crandall

(The following certificate shall be executed by the secretary or assistant secretary)

I, James E Bruce certify that I am the
Secretary of the corporation named as Lessor in the
attached supplemental agreement; that H R Moore
who signed said supplemental agreement on behalf of the Lessor, was then
Vice President of said corporation; that said supplemental
agreement was duly signed for and in behalf of said corporation by authority
of its governing body, and is within the scope of its corporate powers.

James E Bruce (CORPORATE)
(SEAL)

STATE OF)

County of)

ss.)

On this day of , in the year
1966, before me, the undersigned, a Notary Public for the State of ,
personally appeared , known to me to be
the person whose name is subscribed to the within instrument, and acknowledged
to me that 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

Residing at _____



DEPARTMENT OF THE AIR FORCE
HEADQUARTERS AIR COMBAT COMMAND
LANGLEY AIR FORCE BASE, VIRGINIA

2 November 2000

MEMORANDUM FOR 366 CES/CERR

1030 Liberator Street, Bldg 1030
Mountain Home AFB ID 83648-5424

FROM: HQ ACC/CERR

129 Andrews Street, Ste 102
Langley AFB VA 23665-2769

SUBJECT: Lease DACA67-5-00-142 to Idaho Power Company, Mt Home AFB ID

1. The subject lease (Atch 1) has been fully executed by this office and is being forwarded to your office for further processing. Please ensure that a check in the amount of \$520.00 and all three copies of the lease are returned to the Seattle Corps of Engineers (COE) in accordance with their 16 Oct 00 memorandum (Atch 2). Also ensure that the COE is notified to forward a copy of the fully execute lease to this headquarters.

2. Our point of contact is Mr. Tom Hunter, DSN 574-9311.


CHARLES F. LITTLE
Chief, Real Estate Branch

Attachments:

1. Lease (3)
2. COE Memo, 16 Oct 00

cc:

Seattle COE wo/Atchs

1st Ind 366CES/CERR

28 November 2000

TO: CENWS-RE-RS (Axcell)

Executed leases are forwarded and a check in the amount of \$520.00 has been sent to Idaho Power Company. A copy of the check is attached.


LUCILLE HAMILTON
Real Estate Officer

Global Power For America

DEPARTMENT OF THE AIR FORCE
CORPS OF ENGINEERS

LEASE NO. DACA67-5-00-142

CIV.ENG

NORTH PACIFIC DIVISION

SEATTLE DISTRICT

LAND LEASE

BETWEEN

IDAHO POWER COMPANY

AND

THE UNITED STATES OF AMERICA

1. **THIS LEASE**, made and entered into this _____ day of _____ in the year two thousand by and between **IDAHO POWER COMPANY**, a Corporation of the State of Idaho, authorized and qualified to do business in the State of Idaho, whose address is 1221 West Idaho Street, P.O. Box 70, Boise, Idaho 83707 Telephone No. 208.388.2978 and whose interest in the property hereinafter described is that of fee simple owner for itself, its successors, and assigns, hereinafter called Lessor, and **THE UNITED STATES OF AMERICA**, hereinafter called the Government:

WITNESSETH: The parties hereto for the consideration hereinafter mentioned covenant and agree as follows:

2. The Lessor hereby leases to the Government the following described premises, viz: See Exhibit "A", Legal Description Tract 100LE-1 and Corps of Engineers Real Estate drawing WW-RE-262; Exhibit "B", Legal Description Tract 100LE-2 and Corps of Engineers Real Estate drawing WW-RE-262; Exhibit "C", aerial photo Air Force lease area,

to be used for the following purposes: Government purposes.

3. **TO HAVE AND TO HOLD** the said premises for the term beginning July 1, 2000, through June 30, 2001, provided that unless and until the Government shall give notice of termination in accordance with provision 5 hereto, or the Lessor shall give notice of termination in accordance with provision 20 hereto, this lease shall remain in force and thereafter from year to year without further notice; provided that adequate appropriations are available from year to year for the payment of rentals; and provided further that this lease shall in no event extend beyond **June 30, 2025**.

4. (a) The Government shall pay the Lessor rent at the following rate:
A one-time processing fee in the amount of \$390.00 shall be due and payable on or before July 1, 2000. An annual monitoring fee of ONE HUNDRED AND THIRTY AND NO/100 DOLLARS (\$130.00), shall be made at the end of each Fiscal Year (1 OCT through 30 SEP) without demand for the remainder of the lease term, to Idaho Power Company, Land Management Services Department, P.O. Box 70, Boise, Idaho 83707.

(b) The annual monitoring fee shall be adjusted every fifth (5th) year as of the end of the Fiscal Year (1 OCT through 30 SEP) to the extent of any percentage change which occurred in the Consumer Price Index (All Items, Base 1982-84 = 100) as published by the United States Department of Labor, Bureau of Labor Statistics for all Urban Consumers, U.S. City Average (hereinafter ACPI@). The rental adjustment shall be calculated by multiplying the monitoring fee then in effect by a fraction, the denominator of which is the CPI in effect as of the calendar month sixty-two (62) full months prior to the end of the fifth (5th) Fiscal Year, and the numerator of which is the CPI in effect two (2) full months prior to the end of that Fiscal Year.

5. The Government may terminate this lease at any time by giving thirty (30) days notice in writing to the Lessor, and no rental shall accrue after the effective date of termination.

6. Any notice under the terms of this lease shall be in writing signed by a duly authorized representative of the party giving such notice, and if given by the Government shall be addressed to the Lessor at Idaho Power Company, 1221 West Idaho Street, P.O. Box 70, Boise, ID 83707, Telephone No. (208) 388-2978; and if given by the Lessor shall be addressed to Commander, Seattle District, Corps of Engineers, ATTN: Real Estate Division, P.O. Box 3755, Seattle, Washington 98124-2255, Telephone No. (206) 764-3666.

7. The Lessor warrants that no person or selling agency has been employed or retained to solicit or secure this lease upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Lessor for the purpose of securing business. For breach or violation of this warranty the Government shall have the right to annul this lease without liability or in its discretion to deduct from the lease price or consideration the full amount of such commission, percentage, brokerage, or contingent fee.

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

9. (a) The Government may, by written notice to the Lessor, terminate the right of the Lessor to proceed under this lease if it is found, after notice and hearing, by the Secretary of the Air Force or his duly authorized representative, that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Lessor, or any agent or representative of the Lessor, to any officer or employee of the Government with a view toward securing a lease or securing favorable treatment with

respect to the awarding or amending, or the making of any determinations with respect to the performing, of such lease; provided, that the existence of facts upon which the Secretary of the Air Force or his duly authorized representative makes such findings shall be in issue and may be reviewed in any competent court.

(b) In the event this lease is terminated as provided in paragraph (a) hereof, the Government shall be entitled (i) to pursue the same remedies against the Lessor as it could pursue in the event of a breach of the lease by the Lessor, and (ii) as a penalty in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount (as determined by the Secretary of the Air Force or his duly authorized representative) which shall be not less than three nor more than ten times the costs incurred by the Lessor in providing any such gratuities to any such officer or employee.

(c) The rights and remedies of the Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this lease.

10. The Government shall have the right, during the existence of this lease, to construct, operate and maintain recreational facilities, including a boat house, boat dock, boat launching ramp, fire places, well, sanitary facilities and make alterations, attach fixtures, and erect additions, structures, or signs, in or upon the premises hereby leased for exclusive Government use and to construct a fence or suitable wall around said exclusive use area, which fixtures, additions, or structures, so placed in, upon or attached to the said premises shall be and remain the property of the Government and may be removed or otherwise disposed of by the Government. The Government shall surrender possession of the premises upon the expiration or termination of this lease and, if required by the Lessor, shall within 60 days thereafter, or within such additional time as may be mutually agreed upon, return the premises in as good condition as that existing at the time of entering upon the same under this lease, reasonable and ordinary wear and tear and damages by the elements or by circumstances over which the Government has no control, excepted; provided that, if the Lessor requires the return of the premises in such condition, the Lessor shall give written notice thereof to the Government at least 15 days before the expiration or termination of the lease; and provided further, that should the Lessor give such notice within the time specified above, the Government shall have the right and privilege of making a cash settlement with the Lessor in lieu of performance of its obligation, if any, to restore the real estate, personal property (if any be demised herein), or both real and personal property. Should a mutually acceptable settlement be made hereunder, the parties shall enter into a supplemental agreement hereto effectuating such settlement. The above is subject to paragraph #14 below.

11. The Lessor shall furnish to the Government the right of ingress and egress over existing roads but shall not be responsible for repair or maintenance of any roads.

12. The Government is authorized to operate concessions for the sale of food, beverage, and merchandise or for the rental of boats and motors to military personnel and their dependents, subject to the proviso that such concessions are established on a non-competitive basis with other commercial enterprises.

13. The Government shall provide necessary personnel to regulate the activities of their personnel in the use of the leased premises.

14. No building, structures, signs or improvements shall be constructed or placed upon the leased premises without consent of the Lessor. All such buildings, structures, signs and improvements shall be in strict conformance with all laws, rules and regulations of the United States, State of Idaho, and/or local municipality having jurisdiction of the area.

15. The Government shall not permit the accumulation of trash or refuse on said exclusive use leased premises so as to create an unsightly or unsanitary condition as a result of usage thereof nor permit the disposal of any trash, refuse or debris so as to pollute or endanger the purity of the waters of C.J. Strike Reservoir.

16. To the extent permitted by federal law (including, but not limited to the Anti-Deficiency Act 31 USC 1341 and the Adequacy of Appropriations Act 41 USC 11), the Government hereby agrees to indemnify and save harmless the Lessor, its officials and employees, from all civil actions or claims, for any damages, for injury or loss of property, or personal property or death caused by the negligent or wrongful act or omission of any employees of the Government while acting in the scope of his office or employment under circumstances when the United States, if a private person, would be liable to the claimant in accordance with the law of the place where the act or omission occurred. Nor shall the Lessor be responsible or liable for any damage of whatsoever nature which may ensue by reason of fluctuation of the water of C. J. Strike Reservoir, failure, or drop in water or by flood.

17. The Lessor may at reasonable times, upon approval of the officer in charge, enter upon and inspect the leased premises and property.

18. The operation of the Lessee in the exercise of this lease shall at all times be in conformity with all laws, rules and regulations of the United States, State of Idaho, and any local Governmental unit having jurisdiction of the same.

19. Sanitary facilities as required will be constructed and maintained in good operating condition by Lessee.

20. (a) This lease may be terminated by Lessor at any time, provided that written notice be given the Government at least six (6) months prior to such termination, in which event a prorated portion of any rental to be paid by the Government shall be made to the Lessor. Such written notice shall be mailed by registered or certified mail, return receipt requested, to the last known address of the Government. If such termination is made in the interest of public health, public safety, or environmental detriment, termination is effective upon mailing of written notice to the Government. In the event of termination the provisions of paragraph #11, relative to the surrender of possession of the premises by the Government and the removal of the facilities therefrom, shall apply.

(b) It is agreed that the breach of any covenants, stipulations or conditions contained herein, to be kept and performed by the Government, shall, at the option of

the Lessor, result in a termination of this lease and all rights of the Lessee. It is further agreed that a waiver by the Lessor of the breach by the Government of any covenant or condition of this lease shall not impair the right of the Lessor to avail itself of the right of termination for any subsequent breach.

21. The Lessee shall not assign or transfer this lease or sublet the property or any part thereof without first obtaining the written consent of the Lessor.

22: The leased premises are located within the Idaho Power Company's C.J. Strike Hydroelectric Project No. 2055 (Project) boundaries and as such is subject to state and federal regulations. Specifically, but without limiting the generality of the foregoing, the Project is governed by Federal Energy Regulator Commission (FERC) regulations and orders. The Government takes subject to the same terms, conditions and restrictions as are imposed upon Lessor. This lease shall further be subject to the following terms and conditions:

(a) This lease, and the uses and occupancies granted herein, are subject at all times to the terms and conditions of Lessor's license issued by FERC for the Project.

(b) The Government and the Government's patrons use of the Premises shall not endanger health, create a nuisance, or otherwise be incompatible with overall public recreational use of Lessor's Project.

(c) The Government shall take all reasonable precautions to ensure that the construction, operation, and maintenance of any structures or facilities on the leased premises will occur in a manner that will protect the scenic, recreational, and environmental values of Lessor's Project.

(d) This lease is subject to the right of FERC, or its successors, and/or Lessor, to take reasonable remedial action to correct any violation of the terms and conditions of this lease or of Lessor's license issued by FERC for the Project, for the protection and enhancement of the Project's scenic, recreational and other environmental values.

(e) The Government understands that Lessor is under no obligation to maintain Project water levels. The Government shall have no claim against Lessor for losses of any nature due to fluctuation in Project water levels, nor will the Government have any claims whatsoever against Lessor for damages or injury to any persons or property resulting from any fluctuation in Project water levels.

(f) The Government will comply with all federal, state, county and municipal laws, ordinances, and regulations now or as may be in effect from time to time, which are applicable to the area, use or operation covered in this lease. The Government shall, at its expense, bring the leased premises into compliance with any such laws, ordinances or regulations.

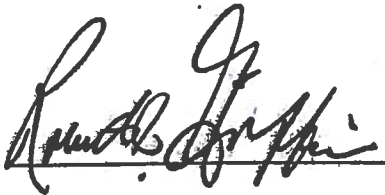
(g) The Government shall allow multiple use and reasonable public access through the adjacent waters.

23. Representatives of the Government and Lessor shall meet at least once each year before April 1st, to discuss any issues related to the lease they may want to raise.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

In presence of:

IDAHO POWER COMPANY



 _____ (SEAL)
Lessor

THE UNITED STATES OF AMERICA,

By:  _____
CHARLES F. LITTLE
Chief, Real Estate Branch
Headquarters, Air Combat Command

(IF LESSOR IS A CORPORATION, THE FOLLOWING CERTIFICATE SHALL BE EXECUTED BY THE SECRETARY OR ASSISTANT SECRETARY.)

I, _____ certify that I am the
Secretary of the corporation named as Lessor in the attached lease; that
who signed said lease on behalf of the Lessor, was then
of said corporation; that said lease was duly signed for and
in behalf of said corporation by authority of its governing body, and is within the
scope of its corporate powers.

(Corporate Seal)

LEGAL DESCRIPTION

That portion of the following described parcel of land lying within the northwest quarter of Section 34, Township 5 South, Range 4 East, Boise Meridian, Elmore County Idaho, described as follows:

COMMENCING at the quarter corner common to Sections 27 and 34, thence north 89°49'34" west, a distance of 286.22 feet, more or less to Idaho Power Company Monument M-98 and the **POINT OF BEGINNING**; thence north 32°09'54" west, a distance of 32.40 feet; thence south 57°50'16" west, a distance of 110.00 feet; thence south 32°09'44" east, a distance of 86.78 feet, to an iron pipe; thence easterly along the C.J. Strike Reservoir shore line 79 feet, more or less, to the center of a dock and **Point "A"**; thence continuing 5 feet to the easterly side of the dock; thence southeasterly along the said shore line, a distance of 19.18', more or less; thence northeasterly along the said shore line a distance of 26.47 feet to a point having a bearing of south 32°09'54" east, and a distance of 64.55 feet from the P.O.B.; thence northwesterly to the **PONT OF BEGINNING**.

MOUNTAIN HOME RECREATION ANNEX
Acquisition Lease from Idaho Power
Company

Tract 100LE-1
0.31 acres ±

ALSO INCLUDING a 10 foot wide dock, 5 feet on each side of the centerline described as follows;

BEGINNING at said **Point "A"**; thence south 32°18'57" east, a distance of 95.00 feet; thence south 57°40'59" west, a distance of 23.00 feet; thence returning north 57°40'59" east, a distance of 123.00 feet to the **TERMINUS**.

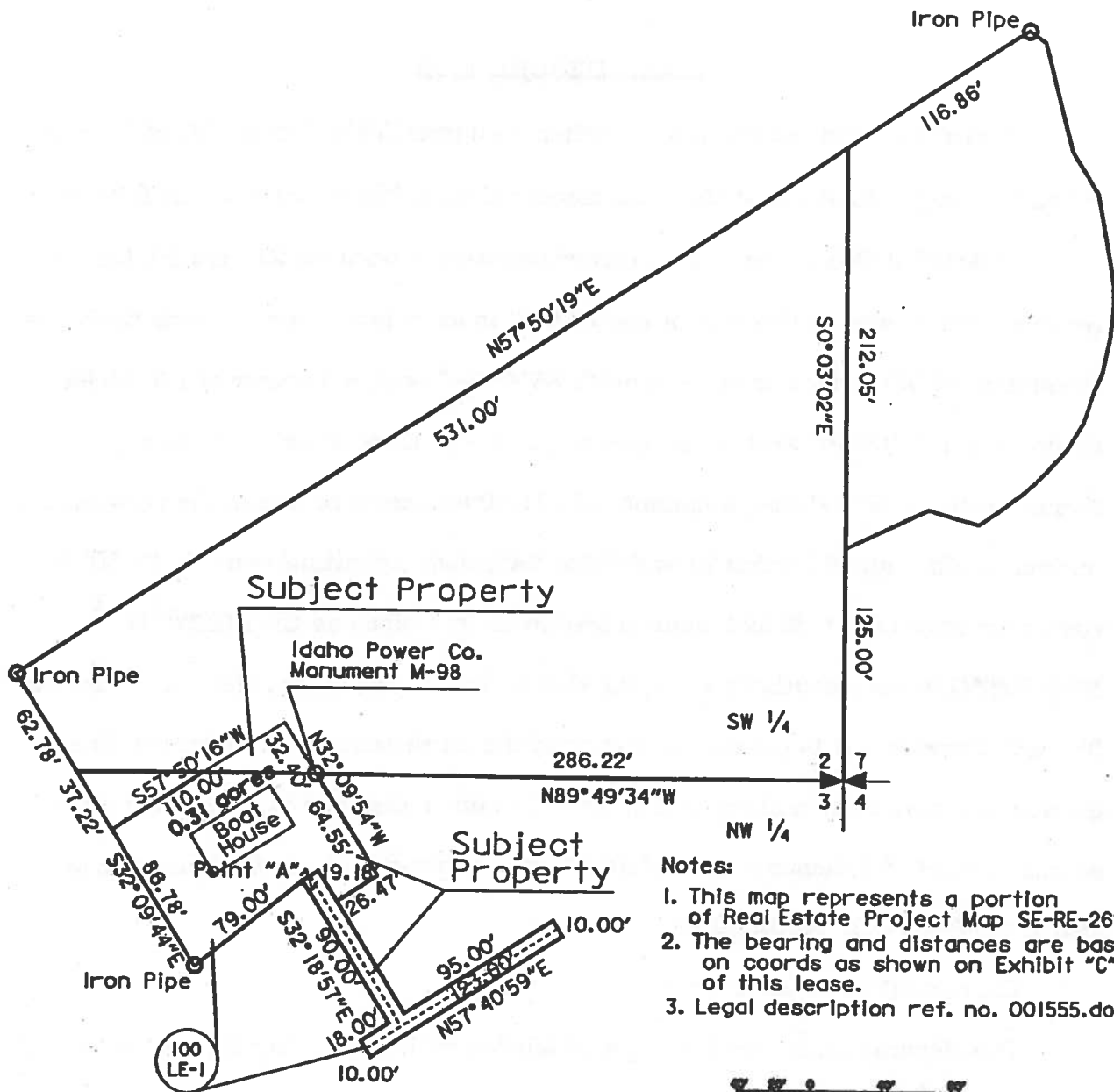
Contains 0.31 acres, more or less.

This description is based on a photo labeled Exhibit "C". Coordinates, by which the bearing are based on, have been converted from UTM zone 11, meters, to Idaho State plane, west zone, NAD 27 feet.

By: BG 26 Jun, 2000
Chkd: SDM 26 Jun 2000
Map: WW-RE-262
Cadd: mc\mh\re\aq\ww-re-262.dgn
Remis ID 077757
Revised:
Doc: 001555.doc

2 of 2

Exhibit "A"



Notes:

1. This map represents a portion of Real Estate Project Map SE-RE-262.
2. The bearing and distances are based on coords as shown on Exhibit "C" of this lease.
3. Legal description ref. no. 001555.doc



NW 1/4 Section 34
T. 5 S., R. 4 E. B.M.
Elmore County, Idaho

LAND MANAGEMENT MAP
DEPARTMENT OF THE ARMY
U.S. ARMY ENGINEER DISTRICT, SEATTLE
CORPS OF ENGINEERS
NORTH PACIFIC DIVISION
REAL ESTATE
AIR FORCE
MOUNTAIN HOME RECREATION ANNEX
IDAHO
LEASE FROM IDAHO POWER COMPANY
MILITARY RESERVATION

FILE: J:\mc\mh\realest\aq\ww-re-262.dgn
DATE: 26-Jun-00 12:39

BY: Bob Graves

WW-RE-262

Exhibit "A"

LEGAL DESCRIPTION

A parcel of land located in the southeast quarter (SE¼) Section 27, of Township 5 South, Range 4 East, Boise Meridian, Elmore County Idaho, described as follows:

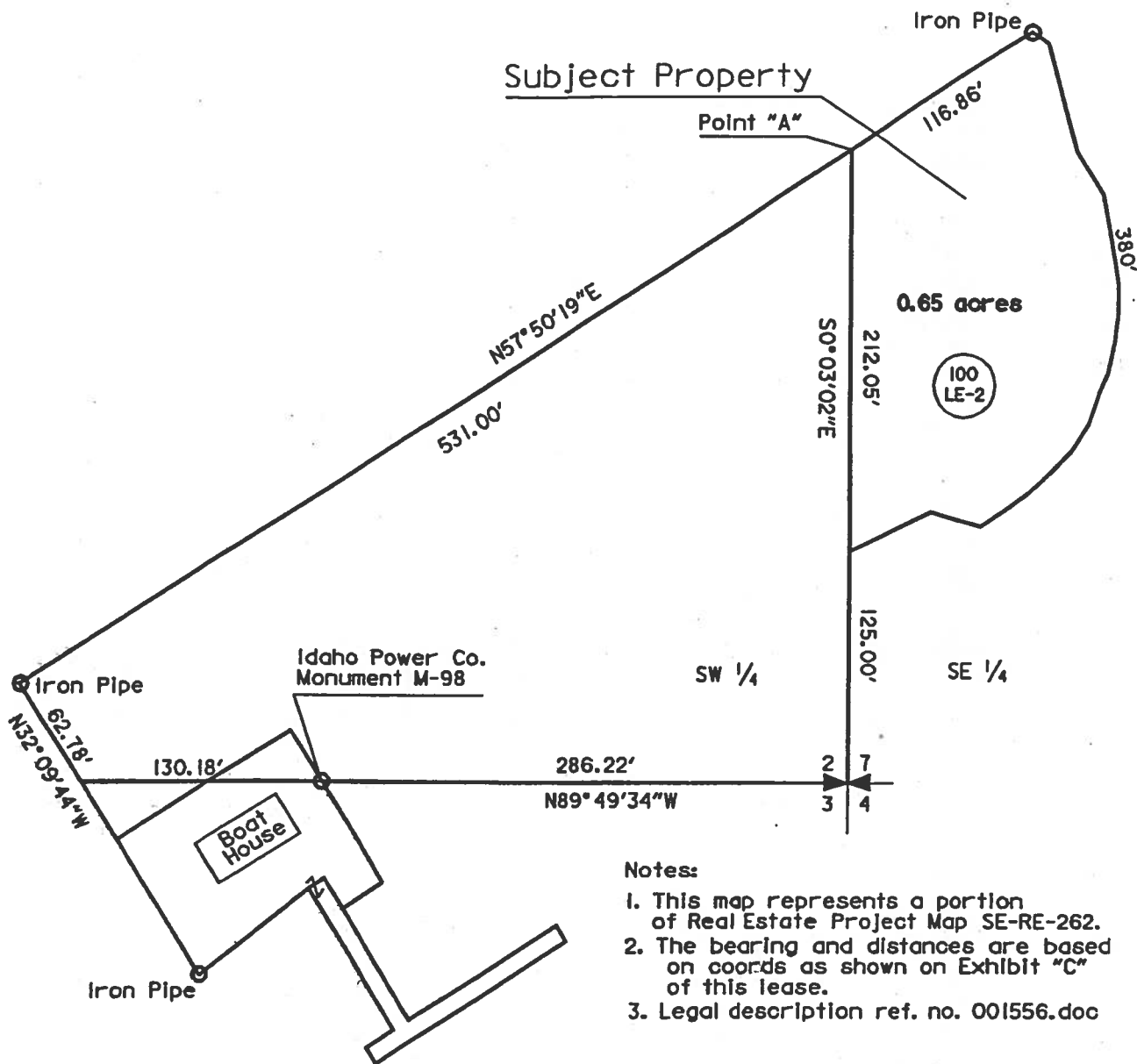
COMMENCING at the quarter corner common to Sections 27, and 34, thence north 89°49'34" west, a distance of 286.22 feet, more or less to Idaho Power Company Monument M-98; thence continuing north 89°49'34" west, a distance of 130.18 feet; thence north 32°09'44" west, a distance of 62.78 feet, more or less to an iron pipe; thence north 57°50'19" east, a distance of 531.00 feet, more or less to the north-south quarter section line of Section 27 and **Point "A"**; thence continuing north 57°50'19" east, a distance of 116.86 feet, more or less to an iron pipe and the **POINT OF BEGINNING**; thence-southerly along the C.J. Strike Reservoir shore line, a distance of 380 feet, more or less to the intersection with the north-south quarter section line of Section 27; thence north along said north-south line a distance of 212.05 feet, more or less to Point "A"; thence north 57°50'19" east, a distance of 116.86 feet, more or less to the **POINT OF BEGINNING**;

Contains 0.65 acres, more or less.

This description is based on a photo labeled Exhibit "C". Coordinates, by which the bearing are based on, have been converted from UTM zone 11, meters, to Idaho State plane, west zone, NAD 27 feet.

By: BG 26 Jun, 2000
Chkd: SDM 26 Jun 2000
Map: WW-RE-262
Cadd: mc\mh\re\aq\ww-re-262.dgn
Remis ID 077757
Revised:
Doc: 001556.doc

Exhibit "B"



Notes:

1. This map represents a portion of Real Estate Project Map SE-RE-262.
2. The bearing and distances are based on coords as shown on Exhibit "C" of this lease.
3. Legal description ref. no. 001556.doc



SE1/4 Section 27
T. 5 S., R. 4 E. B.M.
Elmore County, Idaho

LAND MANAGEMENT MAP
DEPARTMENT OF THE ARMY U.S. ARMY ENGINEER DISTRICT, SEATTLE CORPS OF ENGINEERS NORTH PACIFIC DIVISION REAL ESTATE
AIR FORCE MOUNTAIN HOME RECREATION ANNEX IDAHO LEASE FROM IDAHO POWER COMPANY MILITARY RESERVATION
BY: Bob Graves

WW-RE-262

FILE: J:\mc\mh\realest\aq\ww-re-262.dgn
DATE: 26-Jun-00 12:39

Exhibit "B"

1759

584167.91077
4756071.06895

584212.62090
4756063.77904

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0.025

0.079

0.076

0.193

0.036