

IDAHO DEPARTMENT OF WATER RESOURCES
Proof Report

6/8/2020

Water Permit 43-7133

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	US DEPT OF ENERGY IDAHO OPERATIONS OFFICE , ZZ

Status: Relinquished

Source

Tributary

Beneficial Use

From

To

Diversion Rate

Volume

Source and Point(s) of Diversion

Place Of Use

Conditions of Approval:

Comments:

Dates and Other Information

Water District Number: TBD

Mitigation Plan: False

Combined Use Limits

N/A

SubCase:

N/A

Water Supply Bank:

N/A



State of Idaho
DEPARTMENT OF WATER RESOURCES
STATE OFFICE, 450 W. State Street, Boise, Idaho

JOHN V. EVANS
Governor

A. KENNETH DUNN
Director

Mailing address:
Statehouse
Boise, Idaho 83720
(208) 334-4440

RECEIVED

DEC 3 1982

November 30, 1982

Department of Water Resources
Southern District Office

CERTIFIED MAIL # 32948

RE: Application for Permit No. 43-7133

Idaho Operations Office
U.S. Dept. of Energy
550 Second Street
Idaho Falls, ID 83401

Gentlemen:

Enclosed is a copy of an Order to Show Cause why the above referenced application should not be Voided.

Please note that any information in response to this Order must be submitted by December 30, 1982. If you have any questions in regards to this matter, please feel free to contact our office.

Sincerely,

DAVID R. TUTHILL, JR., P.E.
Supervisor, Water Allocation Section

DRT:kw
Enclosure

BEFORE THE DIRECTOR OF THE DEPARTMENT OF WATER RESOURCES
OF THE
STATE OF IDAHO

IN THE MATTER OF APPLICATION FOR)
PERMIT NO. 43-7133 IN THE NAME)
OF IDAHO OPERATIONS OFFICE,)
DEPARTMENT OF ENERGY)

ORDER TO SHOW CAUSE

WHEREAS, on October 12, 1978, Idaho Operations Office, U.S. Dept. of Energy applied to the Department of Water Resources for a permit to appropriate 5.6 cubic feet per second of groundwater located from 3700 to 5500 feet below land surface from five (5) wells within the NE $\frac{1}{4}$ SW $\frac{1}{4}$, NE $\frac{1}{4}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$, NW $\frac{1}{4}$ SW $\frac{1}{4}$, Section 23, and SE $\frac{1}{4}$ NW $\frac{1}{4}$, Section 25, Twp. 15S, Rge. 26E, B.M., Cassia County for the operation of a five (5) megawatt power plant; and,

WHEREAS, the applicant proposed to consumptively use 0.8 cfs of the 5.6 cfs diverted and reinject 4.8 cfs into the aquifer; and,

WHEREAS, the application proposes an appropriation of water within the Boundaries of the Raft River Critical Groundwater area which was so designated on July 23, 1963; and,

WHEREAS, the applicant recognized at the time the application was filed that the proposed appropriation was within the boundaries of the Raft River Critical Groundwater area; and,

WHEREAS, the applicant stated that experiments were being conducted to determine the effect the power plant operation would have on near surface appropriators and would forward the results to the Department as supplements to the water right application; and,

WHEREAS, the Department has corresponded with the applicant relative to submittal of the test results; and,

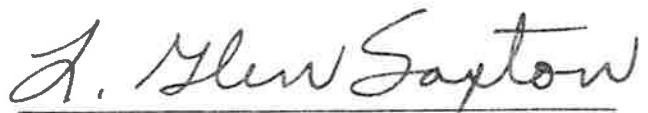
WHEREAS, to date the applicant has not submitted to the Department any test results or information related to near surface appropriations; and,

43-7133

WHEREAS, pursuant to the provisions of Section 42-204, Idaho Code, the Director of the Department of Water Resources is empowered to void applications for permit for which the requested additional information has not been supplied;

IT IS, THEREFORE ORDERED, that the Applicant show cause before the Director of the Department of Water Resources on or before December 30, 1982, why Application for Permit No. 43-7133 should not be Voided.

Dated this 30th day of November, 1982.



L. GLEN SAXTON
Chief, Operations Bureau

J.E.
DPT

RECEIVED

FEB 26 1979

Department of Water Resources
Southern District Office

February 21, 1979

Idaho Operations Office
U. S. Dept. of Energy
550 Second Street
Idaho Falls, ID 83401

Gentlemen:

Re: Application for Permit No. 43-7133

This office has completed advertising of the above referenced application. No protests were received.

The application states that you presently are conducting experiments to determine the effect of power plant operation on other appropriators in the area and that you will submit the results of the experiments to the Department as they become available.

Since the application contemplates a groundwater source within the boundaries of the Raft River Critical Groundwater Area, this office will hold the application without approving it until December 31, 1979. The data from your long-term injection and production tests scheduled for this year likely will be available for our review at that time.

A critical groundwater area is a groundwater basin designated pursuant to Section 42-233a, Idaho Code, within which the Department cannot issue permits for groundwater appropriation.

Please advise this office of the results of your studies as soon as they are available.

If you have questions, please contact this office.

Sincerely,

L. GLEN SAXTON
Chief, Operations Bureau

LGS:rf

cc: Southern Region ✓

NOTED

OCT 16 1978

Identification No. 43-7133

Department of Water Resources
Southern District

Application No. _____

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

APPLICATION FOR PERMIT

SEP 27 1978

Department of Water Resources

To Appropriate the Public Waters of the State of Idaho

(TYPE OR PRINT IN INK)

Department of Water Resources

Idaho Operations Office

1. Name of applicant U. S. Department of Energy Phone: 208-526-0277

post office address 550 Second Street, Idaho Falls, ID 83401

2. Source of water supply ground water at 3700 to 5500 feet which is a tributary of N/A

3. a. Location of point of diversion is (See Attachment #1) $\frac{1}{4}$ of Section _____ Township _____

Range _____ B.M. Cassia County; additional points of diversion if any: _____

b. If water is not consumed, it will be discharged into (See Attachment #1) at a point in _____ $\frac{1}{4}$ of _____ $\frac{1}{4}$ of Section _____ Township _____ Range _____ B.M. _____

4. Water will be used for the following purposes: (See Attachment #1)

Amount _____ for _____ purpose from _____ to _____ (both dates inclusive)
(cfs or acre-feet per annum)

Amount _____ for _____ purpose from _____ to _____ (both dates inclusive)
(cfs or acre-feet per annum)

Amount _____ for _____ purpose from _____ to _____ (both dates inclusive)
(cfs or acre-feet per annum)

5. Total quantity to be appropriated:

a. 5.6 cubic feet per second and/or

b. N/A acre feet per annum.

6. Proposed diverting works:

a. Description of ditches, flumes, pumps, headgates, etc. Four production wells with artesian and pumped flows. Tentative pump size is 500 hp. Pipelines connecting the production and injection wells are made up of 16, 14, and 10 inch pipe.

b. Height of storage dam N/A feet, active reservoir capacity _____ acre feet; total reservoir capacity _____ acre feet, materials used in storage dam: _____

Period of year during which storage will occur _____ to _____ inclusive.

c. Proposed well diameter is (See Attachment #1) inches; proposed depth of well is _____ feet.

7. a. Time required for the completion of the works and application of the water to the proposed beneficial use is 5 years.

b. Estimated construction cost is \$ 7,794,000 (Well Construction)
34,560,000 (Entire cost including power plant and related construction)

8. Description of proposed uses:

a. If water is **not** for irrigation:

(1) Give the place of use of water: NE $\frac{1}{4}$ of SW $\frac{1}{4}$ of Section 23 Township 15S
Range 26E B.M. (Also pts. of diversion & discharge, as shown at 3a and 3b above)

(2) Amount of power to be generated: 6700 hp under N/A feet of head.

(3) List number of each kind of livestock to be watered N/A

(4) Name of municipality to be served N/A, or number of families to be supplied with domestic water _____

(5) If water is to be used for other purposes describe: Test purposes to evaluate the feasibility of electrical generating power from the geothermal resource.

43-7133

b. If water is for irrigation, indicate acreage in each subdivision in the tabulation below:

[illegible]

Total number of acres to be irrigated_____

c. Describe any other water rights used for the same purposes as described above. N/A

9. a. Who owns the property at the point of diversion _____ (See Attachment #1)
b. Who owns the land to be irrigated or place of use _____
c. If the property is owned by a person other than the applicant, describe the arrangement enabling the applicant to make this filing _____


10. Remarks The Department of Energy recognizes that Raft River has been designated as a critical groundwater resource area, and is presently conducting experiments to determine what effect the power plant operation will have on near surface appropriators. As results from these experiments are available they will be submitted as supplements to this application. This application is for notification purposes only as a matter of comity, and is not meant to be nor should be construed as a waiver or surrender in any manner of any and all rights the United States may have to the subject waters. The payment enclosed with this "Application for Permit" is tendered under protest and should not be considered nor is it an admission of liability by the United States for any payment pursuant to this submittal.

11. Map of proposed project: show clearly the proposed point of diversion, place of use, section number, township and range number.

[illegible]

Scale: 2 inches equal 1 mile

BE IT KNOWN that the undersigned hereby makes application for permit to appropriate the public waters of the State of Idaho as herein set forth.


(Applicant) Nick C. Aquilina
Assistant Manager for
Administration

merap ~~10-12-78~~ 10-12-78 9:30am.
Received by BK Date 9-27-78 Time 4:15 pm
Preliminary check by JA Fee \$ 92-167 85.00
Receipted by merap Date 2/5/79 # 12684
Publication prepared by merap Date 11/24/78
Published in south idaho press
Publication dates 12/2/78 & 12/16/78
Publication approved _____ Date _____
Priority reduced to _____ Reason _____

Protests filed by: _____
Copies of protests forwarded by _____
Hearing held by _____ Date _____
Recommended for approval denial by _____

ACTION OF THE DIRECTOR, DEPARTMENT OF WATER RESOURCES

This is to certify that I have examined Application for Permit to appropriate the public waters of the State of Idaho No. _____, and said application is hereby _____.

1. Approval of said application is subject to the following limitations and conditions:

- SUBJECT TO ALL PRIOR WATER RIGHTS.
- Proof of construction of works and application of water to beneficial use shall be submitted on or before _____, 19____.
- Other: _____

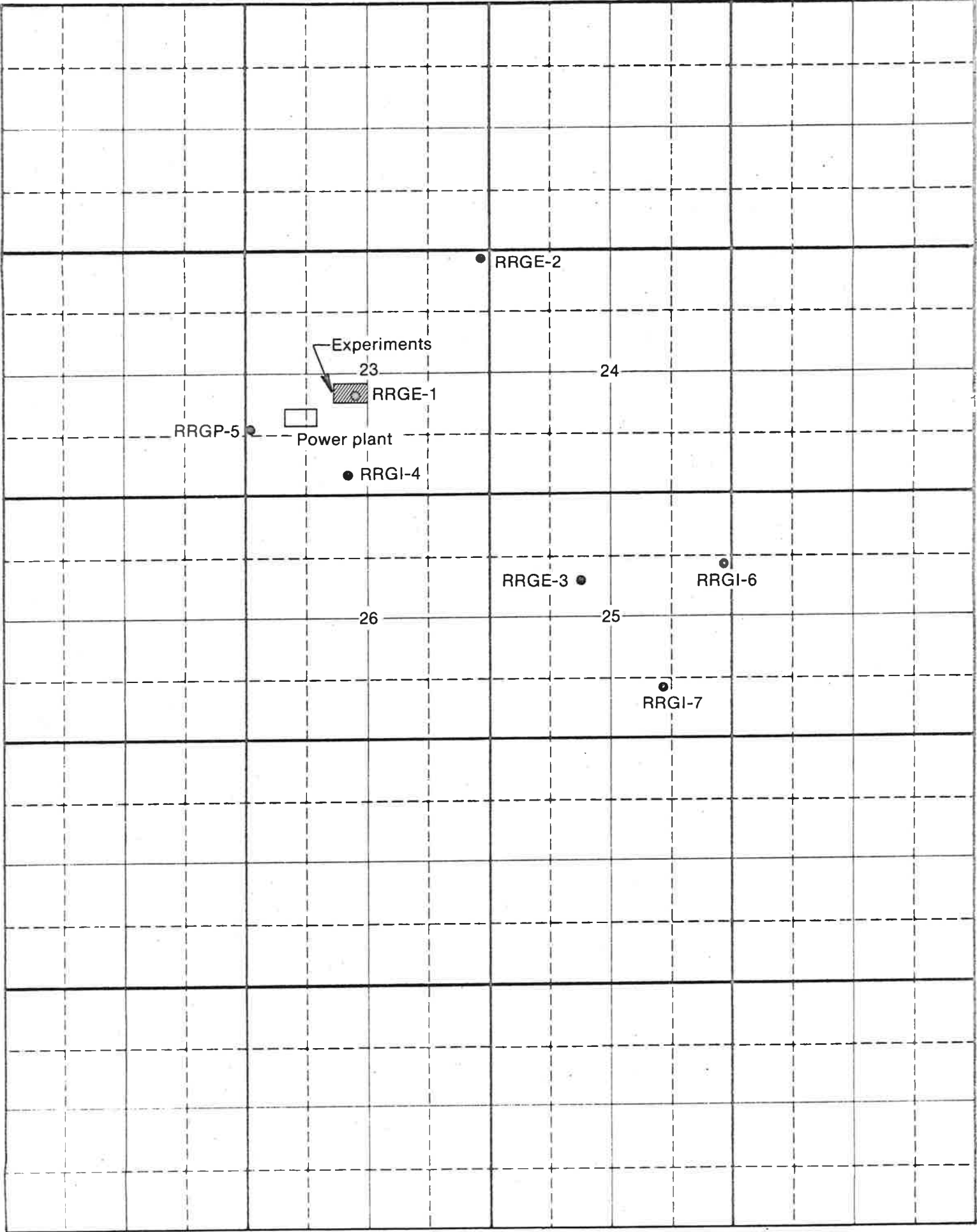
2. Denial of said application is for the following reasons: _____

Witness my hand this _____ day of _____ 19____.

Director

11. Map of proposed project: show clearly the proposed point of diversion, place of use, section number, township and range number.

R26E



Scale: 2 inches equal 1 mile

BE IT KNOWN that the undersigned hereby makes application for permit to appropriate the public waters of the State of Idaho as herein set forth.

(Applicant)

3.a. Well #	Location
RRGE-1	NE-1/4 SW-1/4 Sec. 23 T15S R26E (BM)
RRGE-2	NE-1/4 NE-1/4 Sec. 23 " " "
RRGE-3	SE-1/4 NW-1/4 Sec. 25 " " "
RRGP-4	SE-1/4 SW-1/4 Sec. 23 " " "
RRGP-5	NW-1/4 SW-1/4 " " " "

- b. Water not consumed will be discharged into ground water at 2000 feet to 6000 feet at:

Well#	Location
RRGE-3	SE-1/4 NW-1/4 Sec. 25 T15S R26E (BM)
RRGP-4	SE-1/4 SW-1/4 Sec. 23 " " "
RRGI-6	SE-1/4 NE-1/4 Sec. 25 " " "
RRGI-7	SW-1/4 SE-1/4 Sec. 25 " " "

4. The water will be used to operate a five megawatt power plant which is designed to demonstrate the feasibility of generating electricity using moderate temperature geothermal water.

Water Use	Dates of Use
Water to be produced -- 5.6 CFS	Continuous operation (approximately 80% availability)
Water to be consumed -- 0.8 CFS	
Water to be reinjected -- 4.8 CFS	From August 1980 to 1985

6.c. Well #	Diameter (inches)	Casing Depth (feet)	Total Well Depth (feet)
RRGE-1	13-3/8	3,700	4,989
RRGE-2	13-3/8	4,000	6,543
RRGE-3	9-5/8	4,200	5,917
RRGP-4	13-3/8	1,800	2,840
RRGP-5	9-5/8	4,000	5,500+
RRGI-6	13-3/8	2,000	3,500+
RRGI-7	13-3/8	2,000	3,500+

- 9.a. Wells Number 1, 3, 4, 5, 6, and 7 are on lands owned by the United States administered by the Bureau of Land Management

Well RRGE-2 is located on land to which all rights are owned by Barbara and Ivan Darrington except for geothermal rights. The geothermal rights are owned by Harriet P. Crank.

9.b. The place of use is owned by the United States and administered by the BLM. As explained in 9.a. above, RRGE-2 is located on land owned by Barbara and Ivan Darrington and geothermal rights are owned by Harriet P. Crank.

9.c. The Department of Energy has applied for a withdrawal of the lands involved and, pending consideration of the withdrawal application, has entered into an agreement with the BLM entitled Cooperative Research Agreement, dated February 7, 1974, as subsequently modified, in which the BLM gave its approval to DOE to use the area for a geothermal exploration and demonstration project. (Copy attached)

Mrs. Crank and the Darrington's, in an agreement, entitled Geothermal Land Use Agreement, dated April 11, 1975, granted to the Department of Energy the right to use the land for exploration and development of the geothermal resource. A copy of the agreement is attached.

where? 11



Department of Energy
Idaho Operations Office
550 Second Street
Idaho Falls, Idaho 83401

RECEIVED

OCT 10 1978

Department of Water Resources
Southern District

OCT 10 1978

RECEIVED

OCT 12 1978

Department of Water Resources

L. Glen Saxton
Idaho Department of Water Resources
Statehouse
Boise, Idaho 83720

Dear Mr. Saxton

I am returning to you the enclosed Application for Permit and check in the amount of \$85.00. The Application has been properly signed and the Application is now ready for your review.

I apologize for any inconvenience this may have caused.

Very truly yours,

A handwritten signature in cursive script, reading "Pamela K. Merrell".

Pamela K. Merrell
Attorney

Enclosure:
As Stated

RECEIVED

OCT 20 1978

GEOHERMAL LAND USE AGREEMENT

THIS AGREEMENT, entered into and effective this 11th day of October, 1975, by and between the U.S. ENERGY RESEARCH AND DEVELOPMENT ADMINISTRATION, a Federal agency with offices at 550 Second Street, Idaho Falls, Idaho 83401 (hereinafter called "ERDA"); RAFT RIVER RURAL ELECTRIC COOPERATIVE, INC., a not-for-profit corporation organized under the laws of the State of Idaho, with offices at Malta, Idaho 83342 (hereinafter called "Raft River"); HARRIETT P. CRANK, a widow, of Bridge, Idaho 83315 (hereinafter called "Mrs. Crank"); and IVAN and BARBARA DARRINGTON, husband and wife, of Almo, Idaho 83312 (hereinafter called "the Darringtons");

RECITALS:

ERDA is engaged in a research and development program, whose objective is to accelerate the commercial production of electricity from geothermal resources. ERDA and its predecessor, the U.S. Atomic Energy Commission, as part of that research and development program heretofore commenced a project, referred to as the Idaho Geothermal R&D Project (hereinafter called "the Project"), to determine whether a suitable geothermal resource exists in the Raft River Valley area of Cassia County, Idaho, and if such exists and if sufficient funding is obtained and in concert with non-governmental organizations, to further develop the technology to demonstrate the operation of a hot water geothermal electrical generating system and the management of a geothermal field. Such research and development program, coupled with the location and determination by ERDA of a suitable geothermal resource in the Raft River Valley, could lead to the construction and operation of a plant representative of such geothermal resource which would serve as a flexible test bed for research and engineering development as well as for demonstration of electrical generation.

As part of the Project, ERDA has heretofore drilled an exploratory geothermal hole on public land (NE⁴SW⁴ section 23, T15S, R26E, Boise Meridian, Cassia County, Idaho) and now desires (1) to drill a second hole 3,400 to 4,100 feet northeasterly of said first hole, and (2) if a suitable resource is found, to connect the two holes by a pipeline in order to conduct further testing of the geothermal reservoir by a production-injection loop for component tests and production characteristics analyses. The first and second holes may ultimately then be further utilized in the Project.

040575

Raft River is a cooperative utility owned by the members and customers of the utility, organized pursuant to the Rural Electrification Acts of Congress. In furtherance of its cooperation with ERDA in the Project, Raft River desires to make available to ERDA, without cost to ERDA, one of the parcels of privately-owned land leased to Raft River for geothermal purposes, for the drilling of this second geothermal exploratory hole and its near-surface interconnection with the first hole, as described above.

Mrs. Crank, as owner of the geothermal rights and as owner of the surface of part of the lands involved for the pipeline right-of-way, and the Darringtons, as owners of all but the geothermal rights in the remaining lands involved not owned by Mrs. Crank, desire to cooperate in the Project, under the terms and conditions hereinafter specified, by (1) consenting to such drilling and the production and/or injection of geothermal resources through such exploratory hole, and (2) by granting to ERDA a right-of-way, as hereinafter described, to interconnect the two holes.

The Darringtons covenant that they are the legal owners of the NE $\frac{1}{4}$ section 23, T15S, R26E, Boise Meridian, Cassia County, Idaho, excluding that certain 40.2-acre tract described in the paragraph which follows immediately below, and have the right, title, and capacity to grant the rights and privileges granted herein.

Mrs. Crank covenants that she is the legal owner, subject to that certain geothermal lease issued to Raft River under date of November 14, 1974, recorded in File 79614 Film 92, of the public records of Cassia County, of (1) the mineral and the geothermal rights in the NE $\frac{1}{4}$ section 23, T15S, R26E, Boise Meridian, and (2) the surface, mineral, and geothermal rights in that certain tract of land in the NE $\frac{1}{4}$ of said section 23 described as follows:

Starting at a point 558 feet north of the southwest corner of the NE $\frac{1}{4}$, thence east 849 feet, thence north 2,082 feet, thence west 849 feet, thence south 2,082 feet to the point of beginning, containing 40.2 acres, more or less.

and has the right, title, and capacity to grant the rights and privileges granted herein.

Raft River covenants that it is the lessee in that certain geothermal lease dated November 14, 1974, recorded in File 79614, at Film 92, of the public records of Cassia County, Idaho, which lease includes the NE $\frac{1}{4}$ section 23, T15S, R26E, Boise Meridian, Idaho, and in which lease Mrs. Crank is the lessor; and that Raft River has the right, title, and capacity to grant the rights and privileges granted herein and that it will at all times protect and defend the rights of ERDA hereunder.

NOW, THEREFORE, the parties hereto do agree as follows:

- A. Raft River, Mrs. Crank, and the Darringtons do hereby grant to ERDA, its contractors, representatives, and employees, the exclusive right and privilege in furtherance of the Project to enter upon that tract of land containing 13.5 acres more or less described as the NE $\frac{1}{4}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$ and the E $\frac{1}{2}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$ section 23, T15S, R26E, Boise Meridian, Cassia County, Idaho, excepting therefrom the western most 100 ft., (1) to prospect, drill, bore, and core an exploratory drill hole and otherwise explore for geothermal resources in, upon, or under the NE $\frac{1}{4}$ section 23, T15S, R26E, Boise Meridian, Cassia County, Idaho, to remove samples taken at such points and in such quantities as it may deem desirable for research and development and for analysis and testing purposes, and to utilize in the Project such exploratory drill hole for (a) the removal of any geothermal resource so located and/or for (b) the injection into the geothermal reservoir below of water or any geothermal resource drawn from other exploratory holes located on other lands utilized by ERDA in the Project; (2) to occupy and utilize said 13.5 acre tract for near-surface piping, and allied pumping and measuring equipment as necessary for the prosecution of operations under the Project; (3) to erect and maintain thereon such structures, pits, utility lines, and mobile equipment as are necessary for the prosecution of operations in furtherance of the Project; and (4) to drill a shallow well for culinary purposes. Such rights and privileges include the right of ingress and egress, including the right to build and maintain a roadway and fencing, and the right to construct a gate(s) and/or cattle guard(s) in any fence at the boundary of such tract.

Upon written notice to the other parties, as hereinafter provided, ERDA shall have the right to reduce the amount of land covered by this paragraph.

- B. Mrs. Crank and the Darringtons do further hereby grant to ERDA the right and privilege to excavate for, install, replace, maintain, use, and remove such pipelines as ERDA shall from time to time elect for conveying geothermal resources, with necessary and proper valves and other appliances and fittings and devices for research and development in the Project, together with adequate protection therefor, and also a right-of-way, in and on a tract of land twenty (20) feet in width in the NE $\frac{1}{4}$ section 23, T15S, R26E, Boise Meridian, Cassia County, Idaho, being ten (10) feet on either side of a line starting at a point on the north-south quarter section line 320 feet north of the center of said section 23; thence going generally in a northeasterly direction, passing northwest of the lower irrigation well and thence closely along the upper (NW) side of and parallel to a cross irrigation ditch to be marked on the ground by Mr. Darrington, to the west boundary of the 13.5 acre tract described in paragraph A. above, and thence to the exploratory drill hole which may be drilled by ERDA within said 13.5-acre tract, as covered in paragraph A. above, which right-of-way line shall be surveyed by ERDA and the description thereof be incorporated herein by modification to this Agreement.

Mrs. Crank and the Darringtons further grant to ERDA (1) the right to utilize such strip of land for the full width thereof,

including the right of ingress and egress from the 13.5 -acre (more or less) tract described in paragraph A. above, or from the western boundary of the strip described above; (2) the right from time to time to cut down and clear away any and all trees and brush now or hereafter on the strip; (3) the right to install, maintain, and use gates in all fences which now cross or shall hereafter cross the strip; and (4) the right to mark the location of the strip by suitable markers set in the ground.

- C. Raft River agrees that it will pay to the Darringtons the sum of One Thousand Dollars (1,000.00) for the first six (6) month period in which this Agreement is in effect, which period shall commence on the first day following execution of this Agreement, for the use of the 13.5-acre (more or less) tract described in paragraph A. above, and thereafter will pay Two Hundred Dollars (\$200.00) per acre for only the amount of acres actually being used for the Project to the exclusion of the use of such acreage by Mr. Darrington, for each twelve month period during the remainder of the period for which this Agreement is in effect; and the sum of Two Hundred Dollars, (\$200.00) for a permanent easement for a pipeline placed within the Strip of Land described in Paragraph B above which is owned by the Darringtons, as full and complete payment, including severance damages, for the use of all such lands in the Project.

Raft River agrees that it will pay to Mrs. Crank the sum of One Hundred Dollars, (\$100.00) payable following execution of this Agreement, for a permanent easement for a pipeline to be installed in that part of the strip of land described in paragraph B. above which is owned by Mrs. Crank and any other sums, if any, which may be due by virtue of this Agreement or by virtue of that certain geothermal lease dated 14th day of November 1974 between Raft River and Mrs. Crank.

Raft River, Mrs. Crank, and the Darringtons agree that no sums are or will be due and owing from ERDA or its contractors under this Agreement or by virtue of ERDA operations hereunder.

- D. The duly authorized representatives, contractors, and employees of ERDA shall have free access to the lands described in paragraphs A. and B. above, together with the rights of ingress and egress to such lands, for the period of this Agreement; but in the discretion of ERDA, other persons may be excluded from that portion of the lands on which operations are conducted.

- E. All tools, equipment, casing, pipelines, pumps, structures, and improvements placed on or in the lands described in paragraphs A. and B. above shall remain the property of ERDA and may be removed by it at any time.

- F. ERDA shall have the right to disseminate scientific and technical information obtained by its operations hereunder. Title to technical information and data relating to operations under this Agreement remains in ERDA.
- G. Any notice required under this Agreement shall be deemed to have been delivered to the addressee if mailed ^{by certified mail} with sufficient postage affixed thereto at a U.S. Post Office, addressed to the party as first above written unless such addressee changes such address by written notice to all other parties to this Agreement, in which event the new address given shall be used for the sending of any such notice.
- H. It is understood and agreed that ERDA is not bound by the terms of this Agreement to conduct any particular exploratory work or for any specific expenditure.
- I. The execution of this Agreement by ERDA is in no wise an admission by it of the validity of the title or rights of other parties to this Agreement to the lands described herein.
- J. ERDA and its employees, representatives, and contractors shall not be liable for damages on account of such reasonable use of the land and geothermal resources as may be necessary, as determined by ERDA, in the proper conduct of the Project. However, upon expiration or termination of this Agreement, ERDA shall clean up the premises; shall remove all structures, improvements, tools, and equipment; and shall seal off drill holes in accordance with Federal and State rules and regulations.
- K. The term of this Agreement shall be for the period commencing on the effective date hereof and will extend through the completion or termination of the Project, as determined by ERDA, which could extend through the successful operation and disposition of a plant or could terminate earlier because of a lack of funding or because a particular phase of the Project, including the operations authorized by this Agreement, dictates that it is not feasible from a technical viewpoint to proceed further, in whole or in part, as determined by ERDA, provided that, such determination by ERDA shall be in sufficient written legal form to be recorded in the public records of Cassia County as evidence of termination, in whole or in part, of this Agreement.
- L. The obligations of this Agreement shall extend to and be binding upon, and the benefits hereof shall inure to, the heirs, executors, administrators, successors, or assigns (in whole or in part) of the parties hereto.

- M. No member of or delegate to Congress or Resident Commissioner shall be admitted to any share or part of this Agreement or to any benefit that may arise therefrom, but this restriction shall not be construed to extend to this Agreement if made with a corporation or company for its general benefit.
- N. For purposes of identification and reference, ERDA has assigned to this agreement the Number AT (10-1) 1544.
- IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first above written.

U.S. ENERGY RESEARCH AND DEVELOPMENT
ADMINISTRATION

By R. E. Bailey
Title Manager

RAFT RIVER RURAL ELECTRIC COOPERATIVE, INC.

By M. O. Hampton
Title Vice-President

HARRIET P. CRANK

Harriet P. Crank

IVAN and BARBARA DARRINGTON

Ivan Darrington
Barbara Darrington

STATE OF Idaho }
COUNTY OF Cassia } ss

On this 9th day of April, 1975, before me, the undersigned, a Notary Public, personally appeared Harriett P. Crank, known to me to be the person whose name is subscribed to the within Instrument, and acknowledged to me that she 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.

Gene Baxter
Notary Public
Residing at Malta, Idaho
My commission expires Indefinite

STATE OF Idaho }
COUNTY OF Cassia } ss

On this 10th day of April, 1975, before me, the undersigned, a Notary Public, personally appeared Ivan and Barbara Darrington, husband 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.

Gene Baxter
Notary Public
Residing at Malta, Idaho
My commission expires Indefinite

STATE OF Idaho }
COUNTY OF Cassia } ss

On this 9th day of April, 1975, before me, the undersigned, a Notary Public, personally appeared M.R. Keampton and _____, known to me to be the Vice President and _____, respectively, of the Raft River Rural Electric Cooperative, Inc., a corporation, that executed the within 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.

Gene Baxter
Notary Public
Residing at Malta, Idaho
My commission expires Indefinite

STATE OF IDAHO)
COUNTY OF BONNEVILLE) ss

On this 15th day of April, 1975, before me, the undersigned, a Notary Public, personally appeared R. G. Bradley, known to me to be the Manager of the Idaho Operations Office, U.S. Energy Research and Development Administration, a Federal agency, that executed the within Instrument, and acknowledged to me that such Federal agency 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.

Lorraine Woodson
Notary Public
Residing at Idaho Falls, ID
My commission expires 9-12-76

Modification Agreement No. 1

GEOHERMAL LAND USE AGREEMENT

THIS MODIFICATION OF AGREEMENT, entered into and effective this 26th day of August, 1975, by and between the U.S. ENERGY RESEARCH AND DEVELOPMENT ADMINISTRATION, a Federal agency with offices at 550 Second Street, Idaho Falls, Idaho 83401 (hereinafter called "ERDA"); RAFT RIVER RURAL ELECTRIC COOPERATIVE, INC., a not-for-profit corporation organized under the laws of the State of Idaho, with offices at Malta, Idaho 83342 (hereinafter called "Raft River"); HARRIETT P. CRANK, a widow, of Bridge, Idaho 83315 (hereinafter called "Mrs. Crank"); and IVAN and BARBARA DARRINGTON, husband and wife, of Almo, Idaho 83312 (hereinafter called "the Darringtons");

RECITALS:

The parties hereto heretofore entered into that certain Geothermal Land Use Agreement, effective the 11th day of April 1975, under which, among other things, Mrs. Crank and the Darringtons granted to ERDA a right-of-way to interconnect two geothermal exploratory holes, which right-of-way is twenty (20) feet in width and is situated in the NE $\frac{1}{4}$ section 23, T15S, R26E, Boise Meridian, Cassia County, Idaho. That certain Geothermal Land Use Agreement further provides in paragraph B. that the "right-of-way line shall be surveyed by ERDA and the description thereof be incorporated herein by modification of this Agreement." ERDA has caused the right-of-way line to be surveyed, and the parties hereto desire that the description thereof be incorporated into the Agreement by this Modification as required by said paragraph B.

NOW, THEREFORE, the parties hereto do agree as follows:

1. Paragraph B. of the Agreement is deleted and the following paragraph B. is inserted in lieu thereof:

"B. Mrs. Crank and the Darringtons do further hereby grant to ERDA the right and privilege to excavate for, install, replace, maintain, use, and remove such pipelines as ERDA shall from time to time elect for conveying geothermal resources, with necessary and proper valves and other appliances and fittings and devices for research and development in the Project, together with adequate protection therefor, and also a right-of-way, in and on a tract of land twenty (20) feet in width in the NE $\frac{1}{4}$ section 23, T15S, R26E, Boise Meridian, Cassia County, Idaho, being ten (10) feet on either side of a line starting at a point which is the center of the exploratory hole drilled by ERDA within the 13.5-acre tract, as covered

in paragraph A. above, which point is South 57°57'30" West 462.78 feet (\pm 0.17 feet) from the northeast corner of section 23, T15S, R26E, Boise Meridian; thence South 56°05'38" West a distance of 1393.00 feet; thence South 28°04'33.7" West a distance of 1414.11 feet; thence South 53°30'04.5" West to the intersection of said line with the western boundary of the NE $\frac{1}{4}$ of said section 23.

"Mrs. Crank and the Darringtons further grant to ERDA (1) the right to utilize such strip of land for the full width thereof, including the right of ingress and egress from the 13.5-acre (more or less) tract described in paragraph A. above, or from the western boundary of the strip described above; (2) the right from time to time to cut down and clear away any and all trees and brush now or hereafter on the strip; (3) the right to install, maintain, and use gates in all fences which now cross or shall hereafter cross the strip; and (4) the right to mark the location of the strip by suitable markers set in the ground."

2. Except only to the extent modified by this Modification Agreement, all of the terms and provisions of said Geothermal Land Use Agreement shall remain unchanged and continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Modification Agreement to be duly executed as of the date first above written.

U.S. ENERGY RESEARCH AND DEVELOPMENT
ADMINISTRATION

By C. Wayne Bills
Acting
Title Manager

RAFT RIVER RURAL ELECTRIC COOPERATIVE, INC.

By Edwin A. Schumacher
Title Exec. Vice-Pres.

HARRIETT P. CRANK

Harriett P. Crank

IVAN and BARBARA DARRINGTON

Ivan Darrington
Barbara Darrington

STATE OF IDAHO)
COUNTY OF BONNEVILLE)

On this 26th day of August, 1975, before me, the undersigned, a Notary Public, personally appeared C. Wayne Bills, known to me to be the Acting Manager of the Idaho Operations Office, U.S. Energy Research and Development Administration, a Federal agency, that executed the within Instrument, and acknowledged to me that such Federal agency 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.

Loraine W. Wadsworth
Notary Public
Residing at Idaho Falls, ID
My commission expires 9-12-76

STATE OF Idaho }
COUNTY OF Cassia } ss

On this 19th day of August, 1975, before me, the undersigned, a Notary Public, personally appeared Edwin C. Schlender, known to me to be the Executive Vice Pres. of the Raft River Rural Electric Cooperative, Inc., a corporation, that executed the within 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.

Gene Baxter
Notary Public
Residing at Malta
My commission expires life term

STATE OF Idaho }
COUNTY OF Cassia } ss

On this 20th day of August, 1975, before me, the undersigned, a Notary Public, personally appeared Harriett P. Crank, known to me to be the person whose name is subscribed to the within Instrument, and acknowledged to me that she 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.

Edwin C. Schlender
Notary Public
Residing at Malta
My commission expires life term

STATE OF Idaho }
COUNTY OF Cassia } ss

On this 20th day of August, 1975, before me, the undersigned, a Notary Public, personally appeared Ivan and Barbara Darrington, 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.

Edwin C. Schlender
Notary Public
Residing at Malta
My commission expires life term