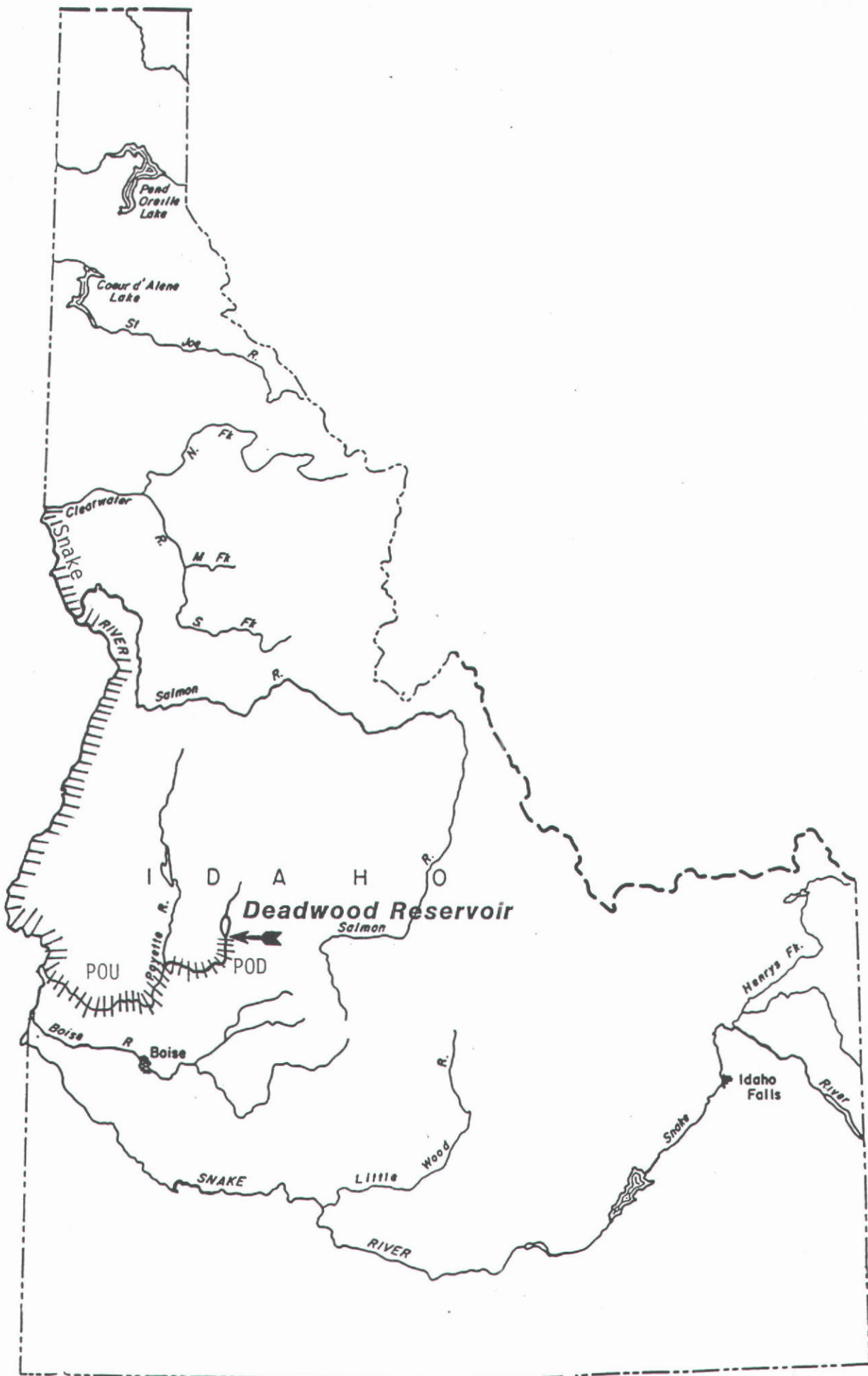




MAR 02, 1979

PROPOSED FINDING OF WATER RIGHTS - PAYETTE RIVER DRAINAGE

PAGE 111

INDICATES TOTAL

SOURCE: DEADWOOD RESERVOIR

RIGHT NUMBER	NAME AND ADDRESS	PRIORITY DATE	USE	USE PERIOD FROM TO	MAX AMOUNT MAX RATE	DIVERSION POINT	PLACE OF USE AND ACREAGE	BASIS FOR RIGHT
65-2917	U. S. DEPT. OF INTERIOR BUREAU OF RECLAMATION, ATTN: 424 BOX 043, 550 WEST FORT, BOISE, IDAHO 83724	12/31/1926	POWER STORAGE	1/ 1 12/31	163000.00 AFA --- CFS	SWSE S 8 T11N R 7E	LCT1 S22 T 7N R 1W	LICENSE
			POWER FROM STOR	1/ 1 12/31	163000.00 AFA --- CFS *163000.00*AFA *---*CFS		SAME AS OTHER USE	
65-9483	U.S. DEPT. OF INTERIOR BUREAU OF RECLAMATION, ATTN: 424 BOX 043, 550 WEST FORT STREET, BOISE, IDAHO 83724 REMARKS: PLACE OF USE IS 65540 ACRES IN THE PAYETTE RIVER VALLEY.	12/31/1926	IRRIGATION FROM STOR	4/ 1 11/ 1	163000.00 AFA --- CFS	SWSE S 8 T11N R 7E		BENEFICIAL USE

JUN 26 1982

MICROFILMED

COPY

Transfer No. 4288

RECEIVED
FEB 01 1994

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
APPLICATION FOR TRANSFER OF WATER RIGHT
PART 1

RECEIVED
JAN 31 1994

FEB 23 1994

Department of Water Resources

WATER RESOURCES
WESTERN REGION

Name of applicant United States of America, Acting through the Regional Director
Pacific Northwest Region, Bureau of Reclamation Phone 208-378-5322
Post Office address 1150 North Curtis Road, Boise, Idaho 83706-1234

DESCRIPTION OF RIGHT(S) AFTER THE REQUESTED CHANGE

Right Number	Priority	Amount (cfs/ac-ft)	Nature of use	Period of Use	Volume
<u>65-9483B</u>	<u>12-31-1926</u>	<u>25,400</u>	<u>See Attached</u>	<u>1-1 to 12-31</u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> to</u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> to</u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> to</u>	<u> </u>

Total amount of water being transferred cubic feet/second and/or 25,400 acre-feet per annum.

Source of water Deadwood River tributary to South Fork of the Payette River

Point(s) of Diversion: *(If additional space is needed, use back of Part 2)*

Ident No.	Gov't Lot	¼	¼	¼	Sec.	Twp.	Rge.	County	Pod Flag	Local name for diversion
			SW	SE	8	11N	7E	Valley		Deadwood Dam and Reservoir

Lands irrigated or Place(s) of Use: *(If additional space is needed, use back of Part 2)*

TWP	RGE	SEC	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
Utilizing Deadwood Reservoir and downstream channels to the stateline																			

Total acres

Attachment to Application for Transfer of Water Right, 65-9483 B

**Nature of Use, Part 1, page one; and
Use, Part 2, page one.**

**Irrigation Storage
Irrigation from Storage**

**Wildlife Storage
Wildlife from Storage**

**Fish Propagation Storage
Fish Propagation from Storage**

**Water Quality Improvement Storage
Water Quality Improvement from Storage**

**Minimum Instream Flow Storage
Minimum Instream Flow from Storage**

**Recreation Storage
Recreation from Storage**

**Aesthetic Storage
Aesthetic from Storage**

**Storage for Conservation of Idaho Fish and Wildlife, including bald eagles and
anadromous Idaho reared salmonid fishes.
Release from Storage for Conservation of Idaho Fish and Wildlife, including bald eagles
and anadromous Idaho reared salmonid fishes.**

**Comity filing: Storage for the avoidance of jeopardy to and contribution to the recovery
of bald eagles and of threatened or endangered anadromous Idaho reared salmonids.
Comity filing: Release from Storage for the avoidance of jeopardy to and contribution to
the recovery of bald eagles and of threatened or endangered anadromous Idaho reared
salmonids through augmentation of Snake River instream flows.**

**Comity filing: Storage for the protection of critical habitat for and contribution to the
recovery of threatened or endangered anadromous Idaho reared salmonids.
Comity filing: Release from Storage for the protection of critical habitat for and
contribution to the recovery of threatened or endangered anadromous Idaho reared
salmonids through augmentation of Snake River instream flows.**

**All uses described supra inure substantially to the benefit of Idaho residents and occur
substantially within the State of Idaho, while additional benefits from releases may also
be recognized downstream from the Idaho border at Lewiston.**

Proposed conditions of water use:

Changes in release levels will be announced and controlled by the applicant in conjunction with appropriate state officials to provide for reasonable public safety to fishers, rafters, and other recreational and irrigation users of the Deadwood and Payette Rivers. When practical, releases will be managed to avoid harm to gravel diversion structures placed in the Payette River after the flood season pursuant to whatever valid rights are currently in existence. Releases for anadromous salmonids will be shaped to directly or indirectly (through arrangements with Brownlee Reservoir operators and others) realize benefits in the lower Snake River at various times in the second, third, and fourth quarters of each calendar year. Accounting for releases will be made based on data from the existing gauging stations or as otherwise lawfully arranged.

General Information:

Purpose of Transfer

☐ Change point(s) of diversion	☐ Add diversion point(s)	☐ Add & Change point(s) of diversion
☒ Change place of use	☒ Change nature of use	☐ Add point diversion & Change place of use
☐ Change period of use	☐ Other _____	☐ Change point diversion & place use

Describe the reason for the proposed changes:

This application is submitted to facilitate the effective ongoing multipurpose operation of a Bureau of Reclamation administered dam and reservoir in harmony with other federal facilities and state policies to promote the public interest. Uses herein requested for approval as explicit additions to existing rights of record for the 25,400 acre-feet are: wildlife storage, wildlife from storage, fish propagation storage, fish propagation from storage, water quality improvement storage, water quality improvement from storage, minimum instream flow storage, minimum instream flow from storage, recreation storage, recreation from storage, aesthetic storage, aesthetic from storage, storage and release from storage for conservation of Idaho fish and wildlife including bald eagles and anadromous Idaho reared salmonid fishes consistent with state and federal requirements including treaty commitments and plans promulgated by the Northwest Power Planning Council; and – as a matter of comity – storage and release from storage for avoidance of jeopardy to and contribution to the recovery of threatened bald eagles as well as the protection of critical habitat for, avoidance of jeopardy to, and contribution to the recovery of threatened or endangered anadromous Idaho reared salmonids through augmentation of Snake River instream flows. All uses described supra inure substantially to the benefit of Idaho residents and occur substantially within the State of Idaho, while additional benefits from releases may also be recognized downstream from the Idaho border at Lewiston.

If the place of use of the water right(s) is changed, complete the following:

1. Provide evidence of water right ownership:
Licensed owner of the reservoir
2. Is the land from which you propose to transfer the water right subject to a contract? N/A If yes, provide a notarized statement from the holder of contract agreeing to the proposed changes. _____, or
_____, or
3. Identify all other water rights used on the lands affected by this transfer applica _____, and new lands).
This transfer involves only reservoir storage that has never been placed under long-term contract.

Suggest putting this in advertisement

PART 2**A. DESCRIPTION OF RIGHT AS RECORDED:**

Water Right No. 65-09483

STAGE: DECREED

<u>BENEFICIAL USE</u>	<u>PERIOD OF USE</u>	<u>DIVERSION RATE</u>	<u>ANNUAL VOLUME</u>
IRRIGATION FROM ST 04/01 to 11/01			163000.0 AF

SOURCE

DEADWOOD RESERVOIR

Priority: 12/31/1926

LOCATION OF POINT(S) OF DIVERSION:SWSE , Sec. 8, Township 11N, Range 07E
VALLEY CountyPLACE OF USE: See RemarksCONDITIONS/REMARKS:

1. PLACE OF USE IS 65540 ACRES IN THE PAYETTE RIVER VALLEY.

PART 2

DESCRIPTION OF PORTION OF RIGHT BEING TRANSFERRED (USE FOR SPLIT RIGHTS ONLY)

Water Right Number 65-9483 Part B

Amount 25.400 cfs/af Use See Attached from 1-1 to 12-31

Amount _____ cfs/af Use _____ from _____ to _____

Amount _____ cfs/af Use _____ from _____ to _____

Point(s) of Diversion: (If additional space is needed, use back of Part 2)

Ident No.	Gov't Lot	¼	¼	¼	Sec.	Twp.	Rge.	County	Pod Flag	Local name for diversion
			SW	SE	8	11N	7E	Valley		Deadwood Dam and Reservoir

Lands irrigated or Place(s) of Use: (If additional space is needed, use back of Part 2)

TWP	RGE	SEC	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
Payette River Valley																			
Black Canyon Power Plant																			

Total acres 65,540

DESCRIPTION OF UNCHANGED PORTION OF RIGHT

Water Right Number 65-9483 Part A

*Pending resolution of SRBA claims

Amount 147.600* cfs/af Use Irrigation from Storage from 4-1 to 11-1

Amount _____ cfs/af Use _____ from _____ to _____

Amount _____ cfs/af Use _____ from _____ to _____

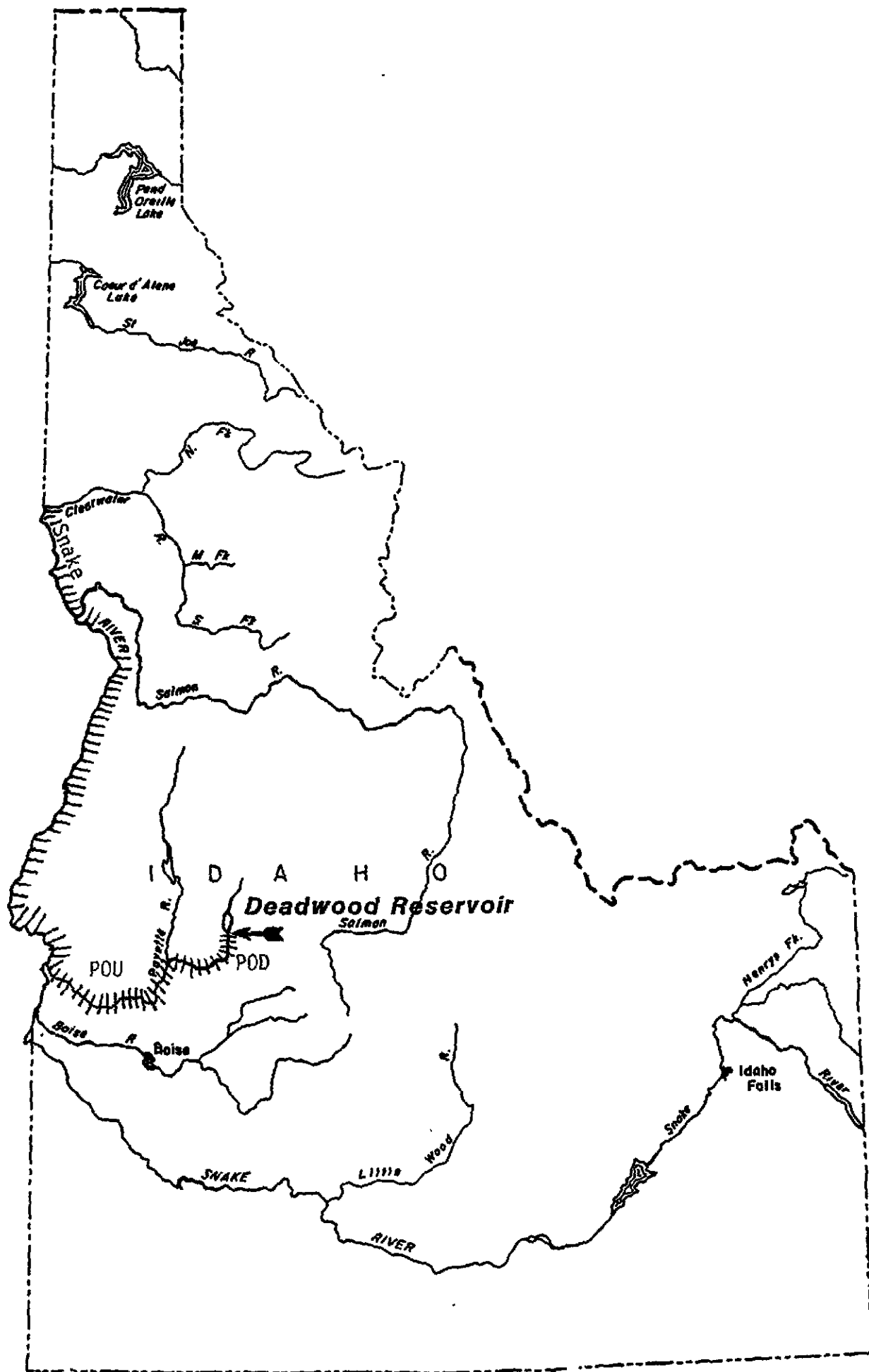
Point(s) of Diversion: (If additional space is needed, use back of Part 2)

Ident No.	Gov't Lot	¼	¼	¼	Sec.	Twp.	Rge.	County	Pod Flag	Local name for diversion
			SW	SE	8	11N	7E	Valley		Deadwood Dam and Reservoir

Lands irrigated or Place(s) of Use: (If additional space is needed, use back of Part 2)

TWP	RGE	SEC	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
Payette River Valley																			
Black Canyon Power Plant																			

Total acres 65,540



I hereby assert that no one will be injured by such change and that the change does not constitute an enlargement in use of the original right. The information contained in this application is true to the best of my knowledge.

I understand that any willful misrepresentations made in this application may result in voiding its approval.

John W. Keys, III

(Signature of applicant)
Regional Director BCR

Subscribed and sworn to before me this 28 day of JANUARY, 199 4.

Dorey Vinsonhaber
(Notary Public)

My commission expires April 1, 1998

ACTION OF THE DIRECTOR, DEPARTMENT OF WATER RESOURCES

This is to certify that I have examined Application for Transfer of Water Rights No.(s)

Witness my hand this _____ day of _____, 199 ____.

Director

FOR DEPARTMENT USE ONLY

Fee \$50.00 Receipt Date 01-31-94 Receipt No. 0029527 Received By DL

Published in _____

Pub. dates _____

Watermaster recommendation requested on _____ date received _____

Field exam conducted (required for statutory claims) _____

Protest filed by: _____

Hearing held by: _____

Recommended for Approval _____ Denial _____

by _____



IN REPLY
REFER TO
PN-3323
WTR-4.00

United States Department of the Interior

BUREAU OF RECLAMATION
Pacific Northwest Region
1150 North Curtis Road, Suite 100
Boise, Idaho 83706-1234

FEB 04 2002

Kaufman
Vault
Deadwood file
65-9483

1129
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FEB - 5 2002

Department of Water Resources

Mr. Todd B. and Mrs. Pamela J. Taylor
9353 N Highway 52
Horseshoe Bend ID 83629

Subject: Deadwood Reservoir Storage Contract No. 029D101340

Dear Mr. and Mrs. Taylor:

Enclosed for your records is a fully executed original of Deadwood Reservoir Storage Contract No. 029D101340 which replaces the remaining portion of Contract No. 14-06-100-6928 (which was with John S. and Barbara J. Curtis). Thank you for completing the contract document.

Sec. 31001.(i) of the Debt Collection Improvement Act of 1996 (Chapter 10 of Pub. L. 104-134) requires each contractor with an agency of the United States to furnish their taxpayer identifying number and each agency to disclose to that contractor its intent to use such number for purposes of collecting and reporting on any delinquent amounts arising out of such contractor's relationship with the Government.

Because you are a contractor with the United States under this Deadwood Reservoir contract, we are required to ask that you provide your taxpayer identifying number (social security number or employer identification number) in the enclosed postage-paid envelope.

Your assistance is appreciated. Should you have any questions, please contact Larry Parsons at the above address (Attention: PN-3323) or telephone (208) 378-5346.

Sincerely,

Ryan M. Patterson
Program Manager
Lands and Repayment

Enclosures - 2

cc: Director
Idaho State Department of Water Resources
1301 N Orchard Street
Boise ID 83706
(each w/copy of enclosed contract)

Watermaster
102 N Main Street
Payette ID 83661

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

Boise Project, Idaho

CONTRACT FOR DEADWOOD RESERVOIR STORAGE

THIS CONTRACT, made this 4th day of February, 2002, pursuant to the act of Congress approved June 17, 1902 (32 Stat. 388) and acts amendatory thereof or supplementary thereto which acts are commonly known and referred to as the Federal Reclamation Laws, between the UNITED STATES OF AMERICA, hereinafter referred to as the United States, represented by the officer executing this contract, hereinafter referred to as the Contracting Officer, and TODD B. TAYLOR and PAMELA J. TAYLOR, hereinafter referred to as the Contractor;

WITNESSETH, THAT:

EXPLANATORY RECITALS

2. WHEREAS, because the United States has heretofore constructed, pursuant to the Federal Reclamation laws, Deadwood Dam and Reservoir on the Deadwood River, known as Deadwood Reservoir, for the impounding and storage of water for irrigation purposes; and

3. WHEREAS, the United States entered into Contract No. 14-06-100-6928 with John S. and Barbara J. Curtis on February 2, 1971, for stored water accruing to the equivalent of 350 acre-feet of the active storage capacity of Deadwood Reservoir, Boise Project, Idaho, and on November 12, 1982, Alva B. and Coline P. McConnel were assigned a portion of Contract No.

14-06-100-6928 for stored water accruing to the equivalent of 258 acre-feet of the active storage capacity of Deadwood Reservoir; and

4. WHEREAS, the Contractor has acquired the lands hereinafter described which have been receiving stored water from Deadwood Reservoir pursuant to the terms and conditions of the assignment and contract, and have requested that all of John S. and Barbara J. Curtis right, title, and interest in and to Contract No. 14-06-100-6928 be transferred to the Contractor;

NOW, THEREFORE, in consideration of the premises and the payment by the Contractor to the United States of the charges in the manner hereinafter provided, it is agreed:

TERMINATIONS

5. The remaining portion of Contract No. 14-06-100-6928 with John S. and Barbara J. Curtis is being replaced by this contract and is no longer of any force and effect. The other portion of Contract No. 14-06-100-6928 was assigned to Alva B. and Coline P. McConnel and was subsequently replaced by Contract No. 9-07-10-W1230.

TERM OF CONTRACT

6. This contract shall become effective upon its execution by the Contracting Officer and shall remain in effect as long as the Contractor pays to the United States, in full, each annual operation and maintenance charge and any and all other amounts owing to the United States under this contract.

DEADWOOD RESERVOIR STORAGE CAPACITY TO BE AVAILABLE TO THE CONTRACTOR

7. The United States will operate and maintain the Deadwood Reservoir, and beginning with the first irrigation season after the execution of this contract, will make available

to the Contractor stored water accruing to five hundred seventy-one ten thousandths percent (.0571%) of the active capacity of that reservoir within the limits and on the terms and conditions provided in this contract. This percentage shall, so long as the reservoir has an active capacity of 161,000 acre- feet, be treated as the equivalent of 92 acre-feet of active capacity. The latter figure may, however, be adjusted from time to time by the Contracting Officer whenever there are determinations that the active capacity is other than above stated.

PLACE OF DELIVERY AND MEASUREMENT
AND OF USE OF WATER

8. (a) Water for the purposes hereof shall be made available at the outlet works of Deadwood Reservoir and shall be delivered to the Contractor and measured at that point. The Contractor shall receive said water at said point and shall be wholly responsible for taking said water at that point and diverting, conveying, and utilizing it. The water to be delivered hereunder is to be diverted at:

by pumping from the Payette River. The pump will be located on the north side of the Payette River near the northwest corner of the NE1/4NW1/4 of section 22, T. 7 N., R. 1 E., B.M., Idaho.

by means of a device satisfactory to the State officer in charge of the distribution of water from Payette River. Such device shall be furnished, installed, and maintained by and at the expense of the Contractor, but it shall be and remain at all times under the control of the State-appointed watermaster whose representative may at all times have access to it over any lands of the Contractor. The Contractor will stand his proportionate share of all losses incurred in running the stored water from the place of measurement and delivery, Deadwood Dam, to the place of diversion and losses of water from seepage, evaporation, or other cause, below said point of

measurement at Deadwood Dam, shall be borne by the Contractor. Until dependable and economical methods of loss determination are employed for measurement of such losses, the loss between the points of delivery and diversion shall be figured at five (5) percent.

(b) Water made available to the Contractor pursuant to the terms of this contract shall be used for the irrigation of the land of the Contractor described as follows:

T. 7 N., R. 1 E., Boise meridian, Idaho

Section 15 - Part of SW $\frac{1}{4}$ SW $\frac{1}{4}$

Part of Government Lot 3 SE $\frac{1}{4}$ SW $\frac{1}{4}$

Part of NW $\frac{1}{4}$ SW $\frac{1}{4}$

Section 16 - Part of SE $\frac{1}{4}$ SE $\frac{1}{4}$

Part of NE $\frac{1}{4}$ SE $\frac{1}{4}$

Section 21 - Part of Government Lot 1 NE $\frac{1}{4}$ NE $\frac{1}{4}$

Section 22 - NW $\frac{1}{4}$ NW $\frac{1}{4}$

RATE OF DELIVERY OF WATER

9. Subject to the provisions of this contract, the water to be delivered to the Contractor shall be turned out as required by the Contractor during the irrigation season at a rate not in excess of the available outlet capacity of Deadwood Reservoir, having consideration for delivery requirements of other contractors for space in Deadwood Reservoir. The Contractor shall, to the extent practicable, submit to the Contracting Officer, in advance of the storage use season, a schedule of probable water requirements. Changes in such schedule may be made only upon sufficient advance notice, at least three (3) days, to the Contracting Officer to allow him to adjust releases to meet the new schedules. The Contractor shall conform his diversions to the control of the stream as established by the State watermaster.

OPERATION AND MAINTENANCE CHARGE

10. (a) The Contractor shall pay to the United States perpetually in advance on or before April 1 of each year, beginning with April 1, 2002, the *estimated cost of operation and maintenance* of Deadwood Reservoir as is properly apportionable to the Contractor's right to stored water as provided herein, such cost to be estimated by the Contracting Officer: Provided, That the minimum annual operation and maintenance charge shall be not less than \$50, and that the minimum annual charge shall be subject to future adjustment. Payment shall be made on the basis of notices sent by the Contracting Officer to the Contractor which shall make such adjustments as are necessary for overcollection or undercollection in previous years. The Contractor's *proportionate* part of the cost of operation and maintenance each year shall be the costs of operating and maintaining Deadwood Dam and Reservoir, exclusive of costs determined to be required to repair defects or deterioration existing prior to the effective date of this contract, that are determined to be properly apportionable to the Contractor's capacity in that reservoir, the Contractor's share of total costs by reason of this capacity not to exceed 0.0571 percent (0.0571%): Provided, That the minimum annual operation and maintenance charge shall not be less than \$50. The minimum annual charge shall be reviewed by the Contracting Officer and revised from time to time to cover costs to the United States.

(b) The costs which make up the obligation to be paid by the Contractor to the United States under this contract shall embrace all expenditures of whatsoever nature or kind in relation to the function for which the charge is made, including, but without limitation by reason of this enumeration, cost of surveys and investigations, labor, property, material and equipment, engineering, legal work, superintendence, administration, overhead, general expenses, inspection, special services, and damage claims of all kinds, whether or not involving the negligence of officers,

agents, or employees of the United States. The Contracting Officer's determination as to what costs are properly chargeable under this contract, the amount thereof, and the classification of those charges for repayment purposes shall be conclusive.

(c) All payments from the Contractor to the United States under this contract shall be made by the medium requested by the United States. The required medium of payment may include checks, wire transfers, or other types of payment specified by the United States. Except when otherwise specified by the United States, all payments shall be made by check.

CONTRACT PREPARATION ASSIGNMENT FEE

11. (a) Upon execution of this contract, a \$100 fee for the preparation of this contract is due and payable by the Contractor to the United States.

(b) All future contract actions, including new contracts, contract amendments, supplements, and assignments will be charged a \$100 fee: Provided, That the fee shall be reviewed by the Contracting Officer and revised from time to time to cover costs to the United States.

WATER SUPPLY

12. (a) As of the date of this contract, the United States holds permit No. R-403, dated December 31, 1926, issued by the State of Idaho to the United States for the storage of 163,000 acre-feet per annum of the waters of Deadwood River in Deadwood Reservoir. The total active capacity of Deadwood Dam and Reservoir as of the date of this contract is understood to be not less than 161,000 acre-feet. The Contractor's storage rights shall comprise 0.0571 percent (0.0571%) of the total active capacity, which percentage so long as the total active capacity is not less than 161,000 acre-feet, is equivalent to approximately 92 acre-feet. The United States will operate Deadwood Dam and Reservoir so as to store under existing storage rights all available water, and during each

irrigation season the United States will make available to the Contractor for irrigation the Contractor's proportionate share of the stored water that accrues in each water year to the entire active capacity, together with stored water carried over to the credit of the Contractor's share of that capacity from prior water years.

(b) The Contractor may hold over in Deadwood Reservoir water from prior water years, subject to these limitations: (1) water may be held only to the extent that the total amount of Deadwood stored water held to the credit of the Contractor for any irrigation season shall not exceed the amount which can be stored in the Contractor's proportionate part of the total active capacity of that reservoir; and (2) *whatever water is held for the credit of the Contractor in Deadwood Reservoir as holdover water shall no longer be accounted for as holdover water as of any date of spilling of the reservoir.*

(c) All space in Deadwood Reservoir shall be operated with like priority as to storage rights; and the United States reserves the privilege of granting to others holdover rights and of itself exercising such holdover rights as to any unsold space that are not inconsistent with the rights granted to the Contractor under this contract. While the Contractor's storage water rights are defined in terms of active capacity in Deadwood Reservoir, the United States shall have the right, without change in the Contractor's obligations with respect to storage rights, to store water accrued to those rights in any storage capacity available to it on the Payette River so long as delivery for the Contractor of all stored water to which it is entitled under this contract is not in any way impaired. In determining the amount of stored water available, losses incidental to storage will be prorated equally over all water in storage in a given reservoir; and, in determining the amount of stored water

delivered, the point of measurement shall be the outlet works of the reservoir from which the delivery is made.

(d) Any and all diversions made by the Contractor shall be made out of his own rights to natural flow and stored water without encroachment upon any stored water released by the United States for others or for itself, including releases for power production at Black Canyon Dam. Any and all natural flow water entitlements or stored water releases, now or hereafter acquired, for diversion below Black Canyon Dam, shall be permitted to pass over or through Black Canyon Dam. It is understood, moreover, that time and use may result in some decrease in the efficiency and capacity of the Deadwood Reservoir, and that the United States does not guarantee the continuation of present capacities and under no conditions shall the United States, or its officers, agents, or employees, be liable in damage or on account of any such decreases or any alleged shortage or mistake in the amount of water delivered.

(e) While the Deadwood Reservoir is being operated and maintained by the United States, it will operate the reservoir to the end of delivering all the water to which the Contractor is entitled under this contract and on such schedule of deliveries as shall be agreed to between the Contractor and the officer in charge of the reservoir, within the capacity limits of the reservoir and having regard for other existing rights which must be supplied therefrom. Deliveries of stored water shall be limited at any time to the amount which can be delivered by means of the Contractor's proportionate share of the outlet capacity, taking into account the requirement of passing through the reservoir water belonging to prior rights and the physical limitation of the existing outlet works. In the event the distribution of the waters of the Payette River becomes the responsibility of a State watermaster or other official of the State of Idaho, arrangements shall be made between such State

official, the Contracting Officer, and the Contractor concerning the schedule of deliveries as to stored water hereunder. Should the Contractor feel aggrieved on account of any alleged shortage in the water supply delivered by the United States hereunder, or on account of any alleged mistake or inaccuracies in the division of water among the parties entitled to receive water from the Deadwood Reservoir, such party shall at once report to the Contracting Officer such alleged shortage or error in the division or delivery of water, and he shall cause such complaint to be investigated, and if he finds that the proper proportionate share of the available water supply to which the Contractor is entitled is not being delivered to the Contractor, he will correct the delivery so far as the United States has control of such delivery and distribution, so that the correct proportionate share, as nearly as practicable, to which the Contractor is entitled, will be delivered to or for the Contractor. If the Contractor is dissatisfied with the decision of the Contracting Officer, the Contractor may apply to the Secretary of the Interior for an order for the correction of any alleged error in the delivery or division of water from said works; but neither the United States nor its officers or agents shall be liable in damages on account of any such alleged shortage or mistake in the delivery or division of water from the said works.

UNITED STATES NOT LIABLE FOR WATER
SHORTAGE OR INTERRUPTIONS

13. No liability shall accrue against the United States or any of its officers, agents, or employees for damage, direct or indirect, arising by reason of shortages in the quantity of water available from Deadwood Reservoir or interruptions in water deliveries to lands of the Contractor resulting from drought, inaccuracy in distribution, hostile diversion, prior or superior claims, accident to or failure of facilities of the United States, whether or not attributable to negligence of

officers, agents, or employees of the United States, or other causes of whatsoever kind. Nor shall the Contractor's obligations to the United States under this contract be reduced by reason of such shortages or interruptions.

CHARGES FOR DELINQUENT PAYMENTS

14. (a) The Contractor shall be subject to interest, administrative and penalty charges on delinquent installments or payments, pursuant to section 11 of the Debt Collection Act of 1982 (Public Law 97-365). When a payment is not received within 30 days of the due date, the Contractor shall pay an interest charge for each day the payment is delinquent beyond the due date. When a payment becomes 60 days delinquent, the Contractor shall pay an administrative charge to cover additional costs of billing and processing the delinquent payment. When a payment is delinquent 90 days or more, the Contractor shall pay an additional penalty charge of 6 percent per year for each day the payment is delinquent beyond the due date. Further, the Contractor shall pay any fees incurred for debt collection services associated with a delinquent payment.

(b) The interest charge rate shall be the greater of the rate prescribed quarterly in the Federal Register by the Department of the Treasury for application to overdue payments, or the interest rate of 0.5 percent per month prescribed by section 6 of the Reclamation Project Act of 1939 (Public Law 76-260). The interest charge rate shall be determined as of the due date and remain fixed for the duration of the delinquent period.

(c) When a partial payment on a delinquent account is received, the amount received shall be applied first to the penalty and administrative charges, second, to the accrued interest, and third to the overdue payment.

REFUSAL OF WATER IN CASE OF DEFAULT; TERMINATION

15. No water shall be delivered to the Contractor during any year until all charges herein provided to be paid as of that year shall have been fully paid. Should the Contractor be in arrears on any charge under this contract twelve (12) months, the Contracting Officer may, sixty (60) days after giving notice by certified mail of intent to terminate and if the Contractor has not paid the arrears, terminate this contract by notice in writing to the Contractor, and the Contractor thereafter shall have no further right or interest in this contract or the water supply provided hereunder. The Contractor, for himself, his successors and assigns, and all or any persons claiming under or through

the Contractor, expressly consents and agrees that after such termination by the Contracting Officer, all rights to receive water from said reservoir, either by reason of this contract or by reason of the previous delivery of water hereunder, shall thereupon terminate and revert in the United States, as fully and completely as if no contract had ever been made and no water had ever been furnished from said reservoir. In case of such termination, the payments heretofore made by the Contractor under this contract shall be deemed the rental price of the use theretofore allowed the Contractor of said reservoir capacity for the storage of said water, and the Contractor acknowledges that such payments are no more than a reasonable rental of the proportionate part of the reservoir space used as herein provided for furnishing said stored water. The provisions of this article are not exclusive and shall not in any manner hinder the United States from exercising any other remedy to enforce collection of the moneys payable hereunder.

COMPLIANCE WITH RECLAMATION LAWS

16. The parties agree that the delivery of irrigation water or the use of Federal facilities pursuant to this contract is subject to Reclamation law, as amended and supplemented, including, but not limited to, the Reclamation Reform Act of 1982 (Public Law 97-293).

TITLE TO REMAIN IN UNITED STATES

17. The title to, management, and control of Deadwood Reservoir shall remain in the United States until otherwise provided by the Congress.

BOOKS, RECORDS AND REPORTS

18. The Contractor shall establish and maintain accounts and other books and records pertaining to administration of the terms and conditions of this contract, including: land-use (crop census), landownership, land-leasing and water-use data; and other matters that the Contracting Officer may require. Reports thereon shall be furnished to the Contracting Officer in such form and on such date or dates as the Contracting Officer may require. Subject to applicable Federal laws and regulations, each party to this contract shall have the right during office hours to examine and make copies of the other party's books and records relating to matters covered by this contract.

ASSIGNMENT LIMITED--SUCCESSORS AND ASSIGNS OBLIGATED

19. The provisions of this contract shall apply to and bind the successors and assigns of the parties hereto, but no assignment or transfer of this contract or any right or interest therein shall be valid until approved in writing by the Contracting Officer.

OFFICIALS NOT TO BENEFIT

20. No Member of or Delegate to Congress, Resident Commissioner or official of the Contractor shall benefit from this contract other than as a water user or landowner in the same manner as other water users or landowners.

CONTINGENT ON APPROPRIATION OR ALLOTMENT OF FUNDS

21. The expenditure or advance of any money or the performance of any obligation of the United States under this contract shall be contingent upon appropriation or allotment of funds. Absence of appropriation or allotment of funds shall not relieve the Contractor from any obligations under this contract. No liability shall accrue to the United States in case funds are not appropriated or allotted.

NOTICES

22. Any notice, demand, or request authorized or required by this contract shall be deemed to have been given, on behalf of the Contractor, when mailed, postage prepaid, or delivered to the Regional Director, PN Region, Bureau of Reclamation, 1150 North Curtis Road, Suite 100, Boise, Idaho 83706-1234, and on behalf of the United States, when mailed, postage prepaid, or delivered to Todd B. and Pamela J. Taylor, 9353 N. Hwy 52, Horseshoe Bend ID 83629. The designation of the addressee or the address may be changed by notice given in the same manner as provided in this article for other notices.

QUALITY OF WATER

23. The operation and maintenance of project facilities shall be performed in such manner as is practicable to maintain the quality of raw water made available through such facilities at the highest level reasonably attainable, as determined by the Contracting Officer. The United States does not warrant the quality of water and is under no obligation to construct or furnish water treatment facilities to maintain or better the quality of water.

WATER AND AIR POLLUTION CONTROL

24. The Contractor, in carrying out this contract, shall comply with all applicable water and air pollution laws and regulations of the United States and the State of Idaho and shall obtain all required permits or licenses from the appropriate Federal, State, or local authorities.

WATER CONSERVATION

25. Prior to the delivery of water provided from or conveyed through federally constructed or federally financed facilities pursuant to this contract, the Contractor shall develop an effective water conservation program acceptable to the Contracting Officer. The water conservation program shall contain definite water conservation objectives, appropriate economically feasible water conservation measures, and time schedules for meeting those objectives. At subsequent 5-year intervals, the Contractor shall submit a report on the results of the program to the Contracting Officer for review. Based on the conclusions of the review, the Contracting Officer and the Contractor shall consult and agree to continue or to revise the existing water conservation program.

EQUAL OPPORTUNITY

26. During the performance of this contract, the Contractor agrees as follows:

(a) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this nondiscrimination clause.

(b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without discrimination because of race, color, religion, sex, or national origin.

(c) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Contracting Officer, advising the said labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(d) The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(e) The Contractor will furnish all information and reports required by said amended Executive Order and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the Contracting Officer and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(f) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the such rules, regulations, or orders, this contract may be canceled, terminated, or suspended, in whole or in part, and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in said amended Executive Order, and such other sanctions may be imposed and remedies invoked as provided in said Executive Order, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(g) The Contractor will include the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of said amended Executive Order, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

COMPLIANCE WITH CIVIL RIGHTS LAWS AND REGULATIONS

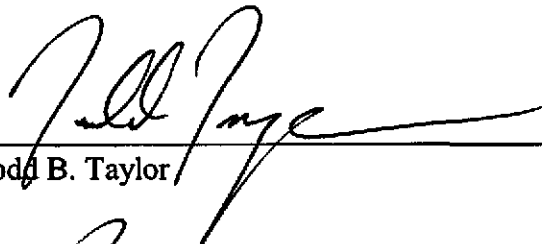
27. (a) The Contractor shall comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), Section 504 of the Rehabilitation Act of 1975 (P.L. 93-112, as amended), the Age Discrimination Act of 1975 (42 U.S.C. 6101, et seq.) and any other applicable civil rights laws, as well as with their respective implementing regulations and guidelines imposed by the U.S. Department of the Interior and/or Bureau of Reclamation.

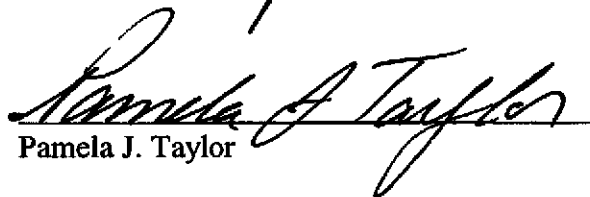
(b) These statutes require that no person in the United States shall, on the grounds of race, color, national origin, handicap, or age, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving financial assistance from the Bureau of Reclamation. By executing this contract, the Contractor agrees to immediately take any measures necessary to implement this obligation, including permitting officials of the United States to inspect premises, programs, and documents.

(c) The Contractor makes this agreement in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property discounts or other Federal financial assistance extended after the date hereof to the Contractor by the Bureau of Reclamation, including installment payments after such date on account of arrangements for Federal financial assistance which were approved before such date. The Contractor recognizes and agrees that such Federal assistance will be extended in reliance on the representations and agreements made in this article, and that the United States reserves the right to seek judicial enforcement thereof.

IN WITNESS WHEREOF, the parties hereto have caused this contract
to be executed the day and year first above written.

CONTRACTOR


Todd B. Taylor


Pamela J. Taylor

UNITED STATES OF AMERICA


Program Manager, Lands and Repayment
Bureau of Reclamation
1150 N. Curtis Road Suite 100
Boise ID 83706-1234

STATE OF IDAHO)
: SS
County of ADA)

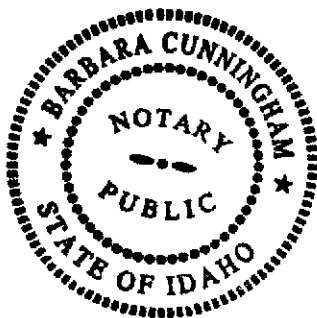


SIGNED BEFORE ME
1/29/02
Barbara Cunningham

On this 21ST day of DECEMBER, 2001, before me, a notary public, personally appeared TODD FAYLOR and PAMELA J. TAYLOR known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged that they are the legal owners of the property for which a water supply is to be provided under the contract and have executed this contract as their free and voluntary act and deed.

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

(SEAL)



Barbara Cunningham

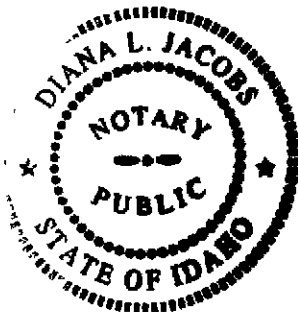
Notary Public in and for the
State of IDAHO
Residing at: ADA COUNTY
My commission expires: 7/5/07

STATE OF IDAHO)
: SS
County of Ada)

On this 4 day of February, 2002, personally appeared before me Ryan M. Patterson, to me known to be the official of the UNITED STATES OF AMERICA that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said United States, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

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

(SEAL)



Diana L. Jacobs

Notary Public in and for the
State of IDAHO
Residing at: Boise
My commission expires: 5-23-06

WARNING

The pending transfer on this right is being held in abeyance until 7/1/1999 per Idaho Code, 42-1763B (effective 7/1/96) and Order Staying Proceedings dated 6/96.

NO FURTHER ACTION WILL BE TAKEN ON THIS RIGHT UNTIL 7/99!



United States Department of the Interior

BUREAU OF RECLAMATION
Pacific Northwest Region
1150 North Curtus Road, Suite 100
Boise, Idaho 83706-1234

JUN 17 1998

RECEIVED

JUN 22 1998

IN REPLY
REFER TO

PN-3323
WTR-4 0

Department of Water Resources

Mr. Jerry A. Kiser
Frank W. Stoppello
Attorneys and Counselors At Law
620 West Hays Street
Boise ID 83702

Subject: Deadwood Reservoir Storage Contract No. 0-07-10-W0784 (Reply to Your Letter Dated June 2, 1998)

Dear Mr. Kiser:

Enclosed for your records is a fully executed copy of the contract document recognizing Ronald L. and Ida Marie Kuenzli as the successors in interest to the subject contract (previously with Carol MacGregor). Thank you for promptly completing the contract document.

Should you have any questions regarding this matter, please contact Larry Parsons at the above address (code PN-3323) or telephone (208) 378-5346.

Sincerely,

Ryan M. Patterson
Program Manager
Lands and Repayment

Enclosure

cc: Mr. Ronald L. and Ms. Ida Marie Kuenzli
PO Box 284
Star ID 83669 (w/encl)

Director
Idaho State Department of Water Resources
1301 North Orchard
Boise, ID 83706 (w/encl) /

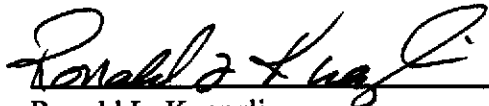
Mr. Mark Limbaugh
Watermaster
102 N. Main Street
Payette ID 83661 (w/encl)

**RECOGNITION OF SUCCESSORS IN INTEREST TO CONTRACT FOR DEADWOOD
RESERVOIR STORAGE**

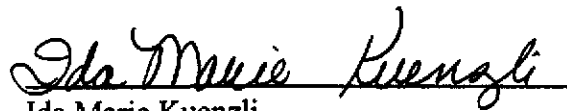
WHEREAS, the United States of America entered into a contract on March 21, 1990, Contract No. 0-07-10-W0784, with Carol MacGregor for use of .5465 percent of the active capacity of Deadwood Reservoir, which percentage so long as the total active capacity is not less than 161,000 acre-feet, is equivalent to approximately 880 acre-feet, on lands owned by the Contractor and described in the contract; and

WHEREAS, Ronald L. and Ida Marie Kuenzli state that they have purchased the land to which water was to be provided under said contract and request to be recognized as the successors in interest to this contract (at mailing address PO Box 284, Star ID 83669)

NOW, THEREFORE, all right, title, and interest in Contract No. 0-07-10-W0784, dated March 21, 1990, is hereby recognized to be held by Ronald L. and Ida Marie Kuenzli. This contract action is effective only upon the approval thereof by the United States of America as provided in Article 21 of said March 21, 1990, contract.



Ronald L. Kuenzli



Ida Marie Kuenzli



Address



Date

The above request to be recognized as successors in interest to this contract is hereby approved:



Program Manager
Lands and Repayment, PN Region
Bureau of Reclamation
1150 N. Curtis Road
Boise ID 83706-1234

STATE OF IDAHO)
 : SS
County of Ada)

On this 2 day of June, 1998, before me, a notary public, personally appeared Ronald L. Kuengli and Ila Marie Kuengli, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged that they are the legal owners of the property for which a water supply is to be provided under the March 21, 1990, contract and have executed this contract document as their free and voluntary act and deed.

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

Jung A. Kiser
Notary Public in and for the
State of IDAHO
Residing at: Boise ID.
My commission expires: 02/15/03

(SEAL)

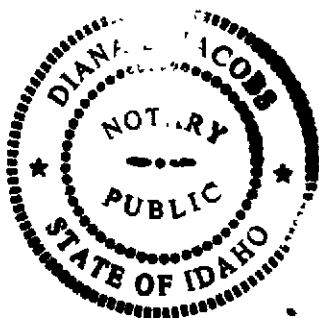
STATE OF IDAHO)
 : SS
County of Ada)

On this 10 day of June, 1998, personally appeared before me Ryan M. Patterson, to me known to be the official of the UNITED STATES OF AMERICA that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said United States, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

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

Diana L. Jacobs
Notary Public in and for the
State of IDAHO
Residing at: Boise
My commission expires: 5-23-2000

(SEAL)





IN REPLY
REFER TO

PN-3323
WTR-4.0

United States Department of the Interior

BUREAU OF RECLAMATION
Pacific Northwest Region
1150 North Curtus Road, Suite 100
Boise, Idaho 83706-1234

APR 29 1998

RECEIVED

APR 30 1998

Department of Water Resources

Mr. Jerry A. Kiser
FRANK W. STOPPELLO
Attorneys and Counselors At Law
620 West Hays Street
Boise, ID 83702

Subject: Deadwood Reservoir Storage Contract No. 0-07-10-W0784 (Reply to Your Letter Dated April 1, 1998)

Dear Mr. Kiser:

This is sent in response to your April 1, 1998, letter to Claudia Coleman of our Snake River Area Office asking if the contract assignment sent with our March 17, 1998, letter from Jerrold Gregg is legally affective and binding.

We have reviewed this issue with our Field Solicitor's Office. Based upon this review we have prepared the enclosed contract document which upon execution recognizes the Kuenzlis as the successors in interest to the subject contract between the United States and Carol MacGregor, dated March 21, 1990.

If Ronald L. and Ida Marie Kuenzli are the present landowners and desire to be recognized as the successors in interest to said contract, we ask that they sign the enclosed document, have their signatures notarized, and return it to this office, Attention code PN-3323. There is a \$100 fee for processing the contract document which should be submitted with it.

Section 31001.(i) of the Debt Collection Improvement Act of 1996 (Chapter 10 of Pub. L. 104-134), requires each contractor with an agency of the United States to furnish their taxpayer identifying number, and each agency to disclose to that person its intent to use such number for purposes of collecting and reporting on any delinquent amounts arising out of such person's relationship with the government. Because the Kuenzlis will be a contractor with the United States (under the subject contract with the Bureau of Reclamation), we are required to ask that they provide their taxpayer identifying number (social security number or employer identification number).

Upon receipt by this office of the items described above, the document will be approved on behalf of the United States, and copies will be provided to you and appropriate State and Federal offices.

Vault — 65-9483

Deadwood water
right file. 4428

mg

Your assistance is appreciated. Should you have any questions, please contact Larry Parsons at the above address or telephone (208) 378-5346 or Claudia Coleman at (208) 334-9850.

Sincerely,



Ryan M. Patterson
Program Manager
Lands and Repayment

Enclosure

cc: Ms. Carol L. MacGregor
1109 Warm Springs Ave.
Boise ID 83712

Mr. Ronald L. and Ms. Ida Marie Kuenzli
PO Box 284
Star ID 83669

— Director
Idaho State Department of Water Resources
1301 North Orchard
Boise ID 83706 (w/encl)

Mr. Mark Limbaugh
Watermaster
102 N. Main Street
Payette ID 83661 (w/encl)

**RECOGNITION OF SUCCESSORS IN INTEREST TO CONTRACT FOR DEADWOOD
RESERVOIR STORAGE**

WHEREAS, the United States of America entered into a contract on March 21, 1990, Contract No. 0-07-10-W0784, with Carol MacGregor for use of .5465 percent of the active capacity of Deadwood Reservoir, which percentage so long as the total active capacity is not less than 161,000 acre-feet, is equivalent to approximately 880 acre-feet, on lands owned by the Contractor and described in the contract; and

WHEREAS, Ronald L. and Ida Marie Kuenzli state that they have purchased the land to which water was to be provided under said contract and request to be recognized as the successors in interest to this contract (at mailing address PO Box 284, Star ID 83669)

NOW, THEREFORE, all right, title, and interest in Contract No. 0-07-10-W0784, dated March 21, 1990, is hereby recognized to be held by Ronald L. and Ida Marie Kuenzli. This contract action is effective only upon the approval thereof by the United States of America as provided in Article 21 of said March 21, 1990, contract.

Ronald L. Kuenzli

Ida Marie Kuenzli

Address

Date

The above request to be recognized as successors in interest to this contract is hereby approved:

Program Manager
Lands and Repayment, PN Region
Bureau of Reclamation
1150 N. Curtis Road
Boise ID 83706-1234

STATE OF IDAHO)
 : ss
County of _____)

On this _____ day of _____, 19____, before me, a notary public, personally appeared _____ and _____, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged that they are the legal owners of the property for which a water supply is to be provided under the March 21, 1990, contract and have executed this contract document as their free and voluntary act and deed.

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

(SEAL)

Notary Public in and for the
State of IDAHO
Residing at:
My commission expires:

* * * * *

STATE OF IDAHO)
 : ss
County of Ada)

On this _____ day of _____, 19____, personally appeared before me _____, to me known to be the official of the UNITED STATES OF AMERICA that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said United States, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

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

(SEAL)

Notary Public in and for the
State of IDAHO
Residing at:
My commission expires:

Bill Text

H0704

|||| LEGISLATURE OF THE STATE OF IDAHO ||||
Fifty-third Legislature Second Regular Session - 1996

IN THE HOUSE OF REPRESENTATIVES

HOUSE BILL NO. 704

BY RESOURCES AND CONSERVATION COMMITTEE

AN ACT

RELATING TO INTERIM AUTHORITY FOR RENTAL OF WATER TO AUGMENT FLOWS
DURING THE MIGRATION OF SNAKE RIVER SALMON; AMENDING CHAPTER 17,
TITLE 42, IDAHO CODE, BY THE ADDITION OF A NEW SECTION 42-1763B,
IDAHO CODE, TO STATE LEGISLATIVE FINDINGS AND INTENT, TO PROVIDE
WATER RENTALS, TO PROVIDE CONDITIONS ON WATER RENTALS, TO
PROVIDE APPLICATION TO CERTAIN CONTRACTUAL OBLIGATIONS, TO
PROVIDE EFFECTIVENESS CONTINGENT ON CERTAIN CONDITIONS OCCURRING
AND TO PROVIDE A SUNSET CLAUSE.

Be It Enacted by the Legislature of the State of Idaho:

SECTION 1. That Chapter 17, Title 42, Idaho Code, be,
and the same is hereby amended by the addition thereto of a
NEW SECTION, to be known and designated as Section 42-1763B,
Idaho Code, and to read as follows:

42-1763B. INTERIM AUTHORITY FOR RENTAL OF STORAGE
WATER TO AUGMENT FLOWS DURING THE MIGRATION OF SNAKE RIVER SALMON.

(1) Legislative findings and intent regarding rental of storage
water from U.S. bureau of reclamation projects in the Snake River
basin within Idaho to augment lower Snake River flows during the
migration of Snake River salmon.

(a) The legislature finds that the U.S. bureau of reclamation
requested the release of four hundred twenty-seven thousand
(427,000) acre feet of water to augment salmon flows in order to
satisfy the conditions of the biological opinion issued by the
national marine fisheries service on March 2, 1995. The
legislature authorizes the U.S. bureau of reclamation to release
water from its projects under the limited conditions of this
section in 1996, 1997, 1998 and 1999.

(b) It is the intent of the legislature to promptly consider
the repeal of subsections (2) and (3) of this section in the
event that the provisions of the biological opinion issued by
the national marine fisheries service on March 2, 1995, related
to the provision of flows for salmon from the Snake River basin
above Brownlee Reservoir are modified or declared arbitrary,
capricious or otherwise unlawful, or are set aside by any
federal court.

(2) Rental of storage water from U.S. bureau of
reclamation storage.

(a) Notwithstanding the legislative approval required in
section 42-108, Idaho Code, any storage water release from U.S.
bureau of reclamation reservoirs within the state of Idaho for

use to augment river flows during the migration of Snake River salmon pursuant to this section must be rented through the water bank operated by the Idaho water resource board pursuant to sections 42-1761 through 42-1764, Idaho Code, or through local water rental committees, created pursuant to section 42-1765, Idaho Code, under their respective water bank rules; provided however, that the agricultural preference provisions of local rental pool rules shall not apply to any uncontracted space rented by the U.S. bureau of reclamation pursuant to this section.

(b) For any rental of water pursuant to this section, the director shall not be required to determine under section 42-1763, Idaho Code, whether the water supply is sufficient for the purpose for which it is sought, whether the rental would cause the use of water to be enlarged beyond that authorized under the water right to be rented, whether such use is in the public interest, or whether such use is consistent with the factors enumerated under subsection (3) of section 42-401, Idaho Code.

(3) Conditions on storage water rentals.

(a) Any storage water made available under this section shall be obtained only from willing lessors. Any water rented under this section from reservoirs located within a basin having a local rental pool committee established pursuant to section 42-1765, Idaho Code, shall be rented pursuant to this section only through the local rental pool committee.

(b) Storage water made available under this section shall be limited to four hundred twenty-seven thousand (427,000) acre feet annually. These releases from storage shall be reduced by other water the U.S. bureau of reclamation provides for augmentation of salmon flows from the Snake River and its tributaries.

(c) In no event shall the release of water under this section cause the water surface of Cascade Reservoir to be below the elevation required to maintain a storage volume of three hundred

2

thousand (300,000) acre feet, fifty thousand (50,000) acre feet of which is dead space, which is currently estimated to be at an elevation of four thousand eight hundred nine and two-tenths (4,809.2) feet.

(d) The U.S. bureau of reclamation shall submit a report to the director by January 15 of each year describing the time, volume, and purpose of storage water released for salmon purposes during the past year and shall report on the plan for releases for the spring and summer chinook by April 1 and on the plan for releases for the fall chinook by July 15 of each year.

(e) All storage water rented from U.S. bureau of reclamation reservoirs under this section must be used for power production purposes within the state of Idaho.

(f) Nothing herein shall entitle the U.S. bureau of reclamation to rent storage water upon termination or expiration of the permission given in this section.

(4) Nothing in this section shall be construed to alter in any way the existing contractual obligations of the U.S. bureau of reclamation or to constitute a finding by the legislature that the rental or use of storage water for augmentation of flows for salmon migration is a beneficial use of water, that it is in the public interest, or whether such use injures existing water rights.

(5) This section shall not become effective until the

director certifies to the governor that the U.S. bureau of reclamation's applications to transfer water right numbers 4617, 4618, 4623, 4625, 4626, 4627, 4628, 4629, 4630, 4631, 4632, 4633 and 4636, and to amend water right permit numbers 25-07004 and 63-3618 will be held in abeyance until July 1, 1999.

(6) On and after January 1, 2000, this act shall be null, void and of no force and effect.



State of Idaho

DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, Statehouse Mail, Boise, Idaho 83720-9000

Phone: (208) 327-7900 FAX: (208) 327-7866

PHILIP E. BATT
GOVERNOR

KARL J. DREHER
DIRECTOR

June 5, 1996

The Honorable Philip E. Batt
Governor, State of Idaho
State Capitol
Boise, ID 83720-0034

RE: CERTIFICATION REQUIRED BY H.B. 704

Dear Governor Batt:

This letter certifies that the Department of Water Resources will hold the U.S. Bureau of Reclamation's Applications for Transfer Numbers 4616, 4617, 4618, 4623, 4625, 4626, 4627, 4628, 4629, 4630, 4631, 4632, 4633 and 4636 and Applications to Amend Permit Numbers 25-07004 and 63-03618 in abeyance until July 1, 1999. This certification is required under subsection 5 of Section 42-1763B, Idaho Code, as a condition for the effectiveness of House Bill 704 approved by the 1996 Legislature which will become effective July 1, 1996.

The department will hold in abeyance all actions associated with the applications including action on requests for discovery or other matters relating to the applications. If you have questions about this matter or if I can provide additional information, I am available at your convenience.

Sincerely,

KARL J. DREHER
Director

c: The Honorable Pete T. Cenarrusa
John W. Keys, III
IDWR service list for BOR transfers
IDWR - Western Region
IDWR - Southern Region
IDWR - Eastern Region

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

IN THE MATTER OF APPLICATIONS	)	
FOR TRANSFER NOS. 4616, 4617, 4618,	)	
4623, 4624, 4625, 4626, 4627, 4628, 4629,	)	
4630, 4631, 4632, 4633, 4636, AND FOR	)	ORDER STAYING
THE AMENDMENT OF WATER RIGHT	)	PROCEEDINGS
PERMIT NOS. 25-07004 AND 63-03618	)	
IN THE NAME OF THE UNITED STATES	)	
BUREAU OF RECLAMATION	)	
	)	

On May 15, 1995, the United States Bureau of Reclamation (Bureau) filed fifteen applications for transfer of water rights and two applications for amendment of water right permits with the Idaho Department of Water Resources (Department). The applications seek approval to use a combined total of up to 427,000 acre feet of water per year from Bureau reservoirs for flow augmentation purposes as a proposed contribution to salmon recovery efforts. The applications seek authorization to release water for the requested purposes beginning in the Spring of 1996.

Pursuant to the consent of the parties, the director entered an order on September 19, 1995, providing among other things that the Bureau's pending applications would be held without further action until April 1, 1996. In accordance with the stipulation of the parties, the order also directed the parties to address the issues and concerns raised by the Bureau's applications through draft legislation or other alternative means.

Legislation prepared in response to the issues and concerns identified as a result of this proceeding was introduced before the 1996 Idaho Legislature as House Bill No. 704. The legislation was approved on March 15, 1996, as Session Laws Ch. 282 to be codified as section 42-1763B, Idaho Code, with an effective date of July 1, 1996. Subsection 5 of section 42-1763B provides that the section shall not become effective until the director certifies to the Governor that the U.S. Bureau of Reclamation's applications at issue in this proceeding will be held in abeyance until July 1, 1999. Section 42-1763B, Idaho Code, as added by H.B. 704 provides as follows:

42-1763B. INTERIM AUTHORITY FOR RENTAL OF STORAGE WATER TO AUGMENT FLOWS DURING THE MIGRATION OF SNAKE RIVER SALMON. (1) Legislative findings and intent regarding rental of storage water from U.S. bureau of reclamation projects in the Snake River basin within Idaho to augment lower Snake River flows during the migration of Snake River salmon.

(a) The legislature finds that the U.S. bureau of reclamation requested the release of four hundred twenty-seven thousand (427,000) acre feet of water to augment salmon flows in order to satisfy the conditions of the biological opinion issued by the national marine fisheries service on March 2, 1995. The legislature authorizes the U.S. bureau of reclamation to release water from its projects under the limited conditions of this section in 1996, 1997, 1998 and 1999.

(b) It is the intent of the legislature to promptly consider the repeal of subsections (2) and (3) of this section in the event that the provisions of the biological opinion issued by the national marine fisheries service on March 2, 1995, related to the provision of flows for salmon from the Snake River basin above Brownlee Reservoir are modified or declared arbitrary, capricious or otherwise unlawful, or are set aside by any federal court.

(2) Rental of storage water from U.S. bureau of reclamation storage.

(a) Notwithstanding the legislative approval required in section 42-108, Idaho Code, any storage water release from U.S. bureau of reclamation reservoirs within the state of Idaho for use to augment river flows during the migration of Snake River salmon pursuant to this section must be

rented through the water bank operated by the Idaho water resource board pursuant to sections 42-1761 through 42-1764, Idaho Code, or through local water rental committees, created pursuant to section 42-1765, Idaho Code, under their respective water bank rules; provided however, that the agricultural preference provisions of local rental pool rules shall not apply to any uncontracted space rented by the U.S. bureau of reclamation pursuant to this section.

(b) For any rental of water pursuant to this section, the director shall not be required to determine under section 42-1763, Idaho Code, whether the water supply is sufficient for the purpose for which it is sought, whether the rental would cause the use of water to be enlarged beyond that authorized under the water right to be rented, whether such use is in the public interest, or whether such use is consistent with the factors enumerated under subsection (3) of section 42-401, Idaho Code.

(3) Conditions on storage water rentals.

(a) Any storage water made available under this section shall be obtained only from willing lessors. Any water rented under this section from reservoirs located within a basin having a local rental pool committee established pursuant to section 42-1765, Idaho Code, shall be rented pursuant to this section only through the local rental pool committee.

(b) Storage water made available under this section shall be limited to four hundred twenty-seven thousand (427,000) acre feet annually. These releases from storage shall be reduced by other water the U.S. bureau of reclamation provides for augmentation of salmon flows from the Snake River and its tributaries.

(c) In no event shall the release of water under this section cause the water surface of Cascade Reservoir to be below the elevation required to maintain a storage volume of three hundred thousand (300,000) acre feet, fifty thousand (50,000) acre feet of which is dead space, which is currently estimated to be at an elevation of four thousand eight hundred nine and two-tenths (4,809.2) feet.

(d) The U.S. bureau of reclamation shall submit a report to the director by January 15 of each year describing the time, volume, and purpose of storage water released for salmon purposes during the past year and shall report on the plan for releases for the spring and summer chinook by April 1 and on the plan for releases for the fall chinook by July 15 of each year.

(e) All storage water rented from U.S. bureau of reclamation reservoirs under this section must be used for power production purposes within the state of Idaho.

(f) Nothing herein shall entitle the U.S. bureau of reclamation to rent storage water upon termination or expiration of the permission given in this section.

(4) Nothing in this section shall be construed to alter in any way the existing contractual obligations of the U.S. bureau of reclamation or to constitute a finding by the legislature that the rental or use of storage water for augmentation of flows for salmon migration is a beneficial use of water, that it is in the public interest, or whether such use injures existing water rights.

(5) This section shall not become effective until the director certifies to the governor that the U.S. bureau of reclamation's applications to transfer water right numbers 4616, 4617, 4618, 4623, 4625, 4626, 4627, 4628, 4629, 4630, 4631, 4632, 4633 and 4636, and to amend water right permit numbers 25-07004 and 63-3618 will be held in abeyance until July 1, 1999.

(6) On and after January 1, 2000, this act shall be null, void and of no force and effect.

Having reviewed the prior stipulation of the parties in this proceeding and the provisions of House Bill 704, to be codified as section 42-1763B, Idaho Code, the director orders as follows:

ORDER

IT IS HEREBY ORDERED that, in accordance with the provisions of House Bill 704, to be codified as section 42-1763B(5), Idaho Code, effective July 1, 1996, the U.S. Bureau of Reclamation's Applications to transfer water right numbers 4616, 4617, 4618, 4623, 4624, 4625, 4626, 4627, 4628, 4629, 4630, 4631, 4632, 4633 and 4636, and to amend water right permit numbers 25-07004 and 63-3618 shall be held in abeyance until July 1, 1999.

IT IS FURTHER ORDER that:

1. All matters associated with this proceeding, including issues regarding the scope and nature of potential discovery and the holding of any hearing, shall be held in abeyance

until July 1, 1999, and the existing rights of the parties to raise issues regarding these matters shall not be diminished as a result of the issuance of this order.

2. The U.S. Bureau of Reclamation shall be authorized to release water to augment Snake River flows for salmon migration purposes during 1996, 1997, 1998 and 1999 in accordance with the provisions of section 42-1763B, Idaho Code.

3. Pursuant to section 42-1763B(3)(d), Idaho Code, the Bureau shall submit a report to the director by January 15 of each year describing the time, volume, and purpose of storage water released for salmon purposes during the past year and shall report on the plan for releases for the spring and summer chinook by April 1 and on the plan for releases for the fall chinook by July 15 of each year.

4. The Bureau, in addition, shall provide at least seven-days prior notice to the director of the actual amount, source and timing of water releases as they are made under section 42-1763B, Idaho Code, or if impracticable, as soon as feasible under the circumstances.

5. This is an interlocutory order issued pursuant to Rule 710 of the Department's Rules of Procedure, IDAPA 37.01.010710.

DATED this 5th day of June 1996.



KARL J. DREHER
Director

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that I have, this 7th day of June, 1996, served the foregoing upon all parties of record in this proceeding, according to the Department of Water Resource's most current service list, by mailing a copy thereof to each party.


Deborah Drew-Ellis
Legal Secretary



State of Idaho

DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, Statehouse Mail, Boise, Idaho 83720-9000

Phone: (208) 327-7900 FAX: (208) 327-7866

CECIL D. ANDRUS
GOVERNOR

R. KEITH HIGGINSON
DIRECTOR

May 31, 1994

John Keys, Regional Director
U.S. Bureau of Reclamation
1150 N. Curtis
Boise, ID 83706-1234

RE: Extension of provisions of Section 42-1763, Idaho Code

Dear John:

Enclosed is a copy of a proclamation issued by Governor Andrus recognizing that processing has been suspended for a one-year period on USBR's pending applications to change the nature and place of use of water stored in Cascade and Deadwood Reservoirs. The proclamation puts HB 989 in effect extending the provisions of Section 42-1763A, Idaho Code, for an additional year. This authorizes stored water to be rented and released through calendar year 1995 for salmon recovery uses within Idaho and downstream locations outside of Idaho through the Water Resource Board water bank and the rental pools operated by local committees appointed by the Board.

I have advised IDWR staff to withhold processing of the applications for transfer Nos. 4287 and 4288 for the one-year period, i.e., until April 29, 1995, from the date of your letter asking for processing to be suspended.

However, before processing will be resumed by publication of legal notice of the applications, USBR must respond to the February 22, 1994, letter seeking clarification of the use of the term "comity filing." If this matter can be addressed during this year, processing will not need to be delayed further.

Sincerely,


R. KEITH HIGGINSON
Director

RKH:dc

cc: File 4287 and 4288
Western Region
Enclosure



The Office of the Governor

Executive Department
State of Idaho
Boise

Proclamation

WHEREAS, the Second Regular Session of the Fifty-second Idaho Legislature passed House Bill 989, as amended, relating to procedures to make water available to assist in the movement of salmon; amending Section 4, Chapter 101, Laws of 1992, to extend the sunset clause by one year; and providing a procedure for the provisions of the act to become effective; and

WHEREAS, the Governor signed House Bill 989, as amended, on April 11, 1994, to be reported as Session Law Chapter 452; and

WHEREAS, the effectiveness clause of House Bill 989, as amended, Section 3, Chapter 452, Laws of 1994, provides:

This act shall be in full force and effect when the Governor shall make a proclamation that the U.S. Bureau of Reclamation has agreed to withdraw or hold in abeyance for a period of one (1) year its applications for transfer of water rights in the Payette River Basin.

;and

WHEREAS, on April 29, 1994, the U.S. Bureau of Reclamation filed with the Director of the Idaho Department of Water Resources a letter requesting that Transfer Application 4287 for the transfer of water in Cascade Reservoir, and Transfer Application 4288 for the transfer of water in Deadwood Reservoir, be held in abeyance for a period of one (1) year;

NOW, THEREFORE, I, CECIL D. ANDRUS, Governor of the State of Idaho, by virtue of the authority vested in me by the Constitution and laws of this state, do by this proclamation verify that the condition for effectiveness of House Bill 989, as amended, Second Regular Session of the Fifty-second Idaho Legislature, Chapter 452, Laws of 1994, has been satisfied by the request and agreement of the U.S. Bureau of Reclamation to have held in abeyance for a period of (1) year its applications for transfer of water rights in the Payette River Basin.

In accordance with the provisions of Section 3, Chapter 452, Laws of 1994, the effective date of the act shall be May 25, 1994, the date of this proclamation.



IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the Great Seal of the State of Idaho at the Capitol in Boise on this twenty-fifth day of May in the year of our Lord nineteen hundred ninety-four and of the Independence of the United States of America the two hundred eighteenth and of the Statehood of Idaho the one hundred fourth.


CECIL D. ANDRUS
GOVERNOR


PETE T. CENARRUSA
SECRETARY OF STATE

MEMORANDUM

TO: FILE

FROM: TIM LUKE

DATE: June 17, 1992

RE: APPLICATION FOR TRANSFER NO.S 3883, 3884 & 3885 IN NAME OF U.S
BUREAU OF RECLAMATION - MICROFILM RECORDS OF TRANSFERS

=====

In December of 1991, the Bureau of Reclamation (BOR) filed transfers on its water rights for reservoirs located in the Payette, Boise and Upper Snake River drainages. The transfers proposed release of up to 427,000 acre-feet of storage water from the various BOR reservoirs for enhancement of stream flows to aid in migration of anadromous fish. Three separate transfers were filed for the separate drainages even though all the transfers were filed by the BOR and proposed the release of storage water for stream flow augmentation.

These transfers generated over 30 protests from water user groups and over 600 form letter protests from individual water users. Nearly all of the form letter protestants were members of one of the 30 plus protest groups.

The 1992 Idaho Legislature passed legislation which provided statutory authorization for the rental of storage water under certain conditions to augment lower Snake River flows for salmon migration purposes. This legislation essentially removed the need for the BOR transfer filings. The BOR subsequently withdrew the applications.

Due to the voluminous correspondence, briefs, pleadings and testimony etc. related to these transfers, IDWR staff has elected to make one complete microfilm record of all three transfers. The complete microfilm record for the three transfers will be found in microfiche jackets for water right no. 01-2064. The microfiche jackets for right no.s 65-2917 and 63-3613 will contain copies of the original transfer applications 3883 and 3884 respectively. All other material for these two transfers and transfer no. 3885 will be found under microfiche jackets 01-2064. All of the hard copy material/documentation will be located in a separately marked file cabinet drawer for oversized microfilm documents in the DWR water rights vault.

Note: Certain documents found in the hard file have not been microfilmed. Non-microfilmed documents include all form letter protests, and testimony and exhibits submitted by the BOR dated March 2, 1992.

MEMORANDUM

TO: FILE

FROM: TIM LUKE

RE: Water Right Transfer No.s 3883, 3884 & 3885

DATE: 2-20-92

The Bureau of Reclamation filed water right transfers on all all Bureau reservoirs within Idaho. The transfers were submitted in November, 1991. Numerous protests have been received. This water right is included in one of the above transfers. The transfers have been filed in order to recognize release of storage water for fish enhancement purposes (i.e.; to benefit salmon fish migrations).

Since the transfer applications are lengthy and involve numerous rights, a copy of the appropriate transfers are not included in this file. Please refer to the transfer application file for information concerning the transfers.

MICROFILMED

JUN 26 1992



United States Department of the Interior



BUREAU OF RECLAMATION
PACIFIC NORTHWEST REGION
FEDERAL BUILDING & U.S. COURTHOUSE
3-550 WEST FORT STREET
BOISE, IDAHO 83724-0043

IN REPLY
REFER TO
PN 440

RECEIVED

MAR 29 1990

MAR 28 1990

Department of Water Resources

Ms. Carol MacGregor
1109 Warm Springs Avenue
Boise ID 83712

Subject: Contract No. 0-07-10-W0784 for Deadwood Reservoir Storage Space
(Repayment Contract) #65-9483

Dear Ms. MacGregor:

Enclosed for your records is an original copy of Contract No. 0-07-10-W0784. The contract provides to you the Deadwood Reservoir storage space rights and obligations formerly held by the MacGregor Land and Livestock Company. Future billings will be sent to your current address.

Contract article 18 provides that the delivery of water is subject to Reclamation law, including the discretionary provisions of the Reclamation Reform Act of 1982. Since your total landholding which receives Reclamation project water is greater than 40 acres, acreage limitation forms must be completed and up to date.

If your ownership or leasing arrangements change in some way, you must notify our Central Snake Projects Office (which handles Contract No. 0-07-10-W0784 in lieu of an irrigation district), either verbally or in writing, within 15 days of the change and submit new certification form(s) within 30 days of that change. If your ownership and leasing arrangements do not change, you are required to verify annually in writing that your current certification remains valid.

MICROFILMED

JUN 26 1992

Pursuant to contract article 27, we have also enclosed a water conservation plan in the form of a questionnaire. Completing the questionnaire and returning it to our office will constitute an approved water conservation plan.

If you have any questions, please contact our office.

Sincerely,

KEVIN A. PEDDE

Regional Director

Act

Enclosures 2

cc: Director
Idaho State Department of Water Resources
1301 North Orchard
Boise ID 83720

Mr. Barry Marcus
Attorney at Law
737 North 7th Street
Boise ID 83702-5595
(with copy of contract)

MICROFILMED
JUN 26 1992

United States
Department of the Interior
BUREAU OF RECLAMATION
PACIFIC NORTHWEST REGIONAL OFFICE

Payette Division - Boise Project, Idaho
(Project or office)

RECORD OF EXECUTION OF CONTRACT

Contractor.....Ms. Carol MacGregor.....
Contract No. 0-07-10-W0784..... Date of contract March 21, 1990.....
Estimated amount involved \$. Remaining construction charge obligation of \$1,878.50.....
Purpose To replace and combine the contract rights and obligations in Deadwood
Reservoir Contract Nos. 14-06-100-1646 and 8-07-10-W0709 into a single new
contract executed with a new owner.....

Remarks:

Place Boise, Idaho Date MAR 16 1990

1. Contract transmitted to Field Solicitor for legal approval.

Acting

Richard M. Rife

Regional Supervisor
of Water, Power
and Lands
(Title)

Place Boise, Idaho Date 3/20/90

2. Contract given legal approval.

[Signature]

Field Solicitor

3. Contract executed and transmitted to the following:

Original contract PN 360
Duplicate original to contractor
Copy to: PN 440 (2), 933 (V.R.)
Field Solicitor, Boise ID
Project Superintendent, Boise ID
Director, Idaho State Dept. of Water Resources, 1301 North Orchard, Boise ID 83720

MICROFILMED

JUN 26 1992

PN Draft 9/30/87
Revised 3/14/89
Revised 12/4/89
Contract No. 0-07-10-W0784

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

Boise Project, Idaho

CONTRACT FOR DEADWOOD RESERVOIR STORAGE

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REPRODUCED
JUN 26 1992

PN Draft 9/30/87
Revised 3/14/89
Revised 12/4/89
Contract No. 0-07-10-W0784

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

Boise Project, Idaho

CONTRACT FOR DEADWOOD RESERVOIR STORAGE

THIS CONTRACT, made this 21st of March, 1990, pursuant to the act of Congress approved June 17, 1902 (32 Stat. 388) and acts amendatory thereof or supplementary thereto which acts are commonly known and referred to as the Federal Reclamation Laws, between the UNITED STATES OF AMERICA, hereinafter referred to as the United States, represented by the officer executing this contract, hereinafter referred to as the Contracting Officer, and CAROL MACGREGOR, hereinafter referred to as the Contractor;

WITNESSETH, THAT:

EXPLANATORY RECITALS

2. WHEREAS, because the United States has heretofore constructed, pursuant to the Federal Reclamation laws, Deadwood Dam and Reservoir on the Deadwood River, known as Deadwood Reservoir, for the impounding and storage of water for irrigation purposes; and

3. WHEREAS, the MacGregor Land and Livestock Company on May 2, 1960, was assigned Contract No. 14-06-100-1646, dated December 10, 1958, for stored water accruing to 330 acre-feet of the active storage capacity of Deadwood Reservoir, Boise Project, Idaho; and

REPRODUCED
Recitals 2, 1
FILMED
JUN 26 1992

4. WHEREAS, the MacGregor Land and Livestock Company executed Contract No. 8-07-10-W0709, dated August 26, 1988, for stored water accruing to 550 acre-feet of the active storage capacity of Deadwood Reservoir; and

5. WHEREAS, the Contractor is now the owner of lands hereinafter described, for which a supply of water stored in Deadwood Reservoir is desired to be secured from the United States;

NOW, THEREFORE, in consideration of the premises and the payment by the Contractor to the United States of the charges in the manner hereinafter provided, it is agreed:

TERMINATIONS

6. Contract No. 14-06-100-1646, dated December 10, 1958, and Contract No. 8-07-10-W0709, dated August 26, 1988, are being replaced by this contract and are no longer of any force and effect.

TERM OF CONTRACT

7. This contract shall become effective upon its execution by the Contracting Officer and shall remain in effect as long as the Contractor pays to the United States, in full, each annual installment of the construction charge obligation and any and all other amounts owing to the United States under this contract.

DEADWOOD RESERVOIR STORAGE CAPACITY TO BE AVAILABLE TO THE CONTRACTOR

8. The United States will operate and maintain the Deadwood Reservoir, and beginning with the first irrigation season after the execution of this contract, will make available to the Contractor stored water accruing to five thousand four hundred sixty-five ten thousandths percent

Recitals 4, 5
Articles 6, 7
JUN 26 1992
FILED

(.5465%) of the active capacity of that reservoir within the limits and on the terms and conditions provided in this contract. This percentage shall, so long as the reservoir has an active capacity of 161,000 acre-feet, be treated as the equivalent of 880 acre-feet of active capacity. The latter figure may, however, be adjusted from time to time by the Contracting Officer whenever there are determinations that the active capacity is other than above stated.

PLACE OF DELIVERY AND MEASUREMENT
AND OF USE OF WATER

9. (a) Water for the purposes hereof shall be made available at the outlet works of Deadwood Reservoir and shall be delivered to the Contractor and measured at that point. The Contractor shall receive said water at said point and shall be wholly responsible for taking said water at that point and diverting, conveying, and utilizing it. The water to be delivered hereunder is to be diverted at:

SW1/4NE1/4 of section 25, T. 7 N., R. 1 W., Boise meridian, Idaho
and at
NW1/4NE1/4 (lot 1) of section 25, T. 7 N., R. 1 W., Boise meridian, Idaho
and at
Lots 4 and 5 of section 19, T. 7 N., R. 1 E., Boise meridian, Idaho

by means of a device satisfactory to the State officer in charge of the distribution of water from Payette River. Such device shall be furnished, installed, and maintained by and at the expense of the Contractor, but it shall be and remain at all times under the control of the State-appointed watermaster whose representative may at all times have access to it over any lands of the Contractor. The Contractor will stand his proportionate share of all losses incurred in running the stored water from the place of measurement and delivery, Deadwood Dam, to the place of diversion and

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JUN 28 1962
Art. 10

losses of water from seepage, evaporation, or other cause, below said point of measurement at Deadwood Dam, shall be borne by the Contractor. Until dependable and economical methods of loss determination are employed for measurement of such losses, the loss between the points of delivery and diversion shall be figured at five (5) percent.

(b) Water made available to the Contractor pursuant to the terms of this contract shall be used for the irrigation of the land of the Contractor described as follows:

T. 7 N., R. 1 W., Boise meridian, Idaho
Section 24 - Lots 4, 5, 6, and 7
Section 25 - Lot 1, NE1/4NE1/4, S1/2NE1/4, and N1/2SE1/4
T. 7 N., R. 1 E., Boise meridian, Idaho
Section 19 - Lot 4 and SW1/4SE1/4
Section 30 - Lot 1 and W1/2NE1/4 and E1/2NW1/4

(c) The United States hereby permits the contractor, at the contractor's own expense to install and maintain pumping devices on lots 4 and 5 of section 19, T. 7 N., R. 1 E., B.M., for the purpose of pumping from the Black Canyon Reservoir water to which the contractor is entitled under permits with the State of Idaho and storage provided herein, to irrigate the land described in article 9(b) above.

RATE OF DELIVERY OF WATER

10. Subject to the provisions of this contract, the water to be delivered to the Contractor shall be turned out as required by the Contractor during the irrigation season at a rate not in excess of the available outlet capacity of Deadwood Reservoir, having consideration for delivery requirements of other contractors for space in Deadwood Reservoir. The Contractor shall, to the extent practicable, submit to the Contracting Officer, in advance of the storage use season, a schedule of

Article 10
JUN 26 1992
RECEIVED

probable water requirements. Changes in such schedule may be made only upon sufficient advance notice, at least three (3) days, to the Contracting Officer to allow him to adjust releases to meet the new schedules. The Contractor shall conform her diversions to the priority of her water rights lawfully administered by the State watermaster.

CONSTRUCTION CHARGE

11. For the right to obtain stored water as herein provided, the Contractor shall pay to the United States the proportionate part of the construction cost of Deadwood Reservoir properly allocable to such right which is the sum of seven thousand five hundred fifteen dollars and twenty cents (\$7,515.20), and this amount is established as the Contractor's construction charge obligation. Payments totaling \$5,636.70 collected under contracts numbered 14-06-100-1646 and 8-07-10-W0709 are available for application towards the construction charge obligation, leaving a remaining obligation of \$1,878.50. The Contractor shall pay to the United States the remaining construction charge obligation in 10 successive annual installments of \$187.85 each, the first of which shall be due December 31, 1989, and each December 31 thereafter until the remaining construction charge obligation shall have been fully paid.

OPERATION AND MAINTENANCE CHARGE

12. (a) In addition to the construction charge established in article 11, the Contractor shall pay to the United States in advance on or before April 1 of each year so long as this agreement is in effect, beginning with April 1, 1990, the estimated cost of operation and maintenance of Deadwood Reservoir as is properly apportionable to the Contractor's right to stored water as provided herein, such cost to be estimated by the Contracting Officer:

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Articles 41, 42
JUN 26 1992

Provided, That the minimum annual operation and maintenance charge shall be not less than \$50, and that the minimum annual charge shall be subject to future adjustment. Payment shall be made on the basis of notices sent by the Contracting Officer to the Contractor which shall make such adjustments as are necessary for overcollection or undercollection in previous years. The Contractor's proportionate part of the cost of operation and maintenance each year shall be the costs of operating and maintaining Deadwood Dam and Reservoir, exclusive of costs determined to be required to repair defects or deterioration existing prior to the effective date of this contract, that are determined to be properly apportionable to the Contractor's capacity in that reservoir, the Contractor's share of total costs by reason of this capacity not to exceed 0.5465 percent (0.5465%):

Provided, That the minimum annual operation and maintenance charge shall not be less than \$50. The minimum annual charge shall be reviewed by the Contracting Officer and revised from time to time to cover costs to the United States.

(b) The costs which make up the obligation to be paid by the Contractor to the United States under this contract shall embrace all expenditures of whatsoever nature or kind in relation to the function for which the charge is made, including, but without limitation by reason of this enumeration, cost of surveys and investigations, labor, property, material and equipment, engineering, legal work, superintendence, administration, overhead, general expenses, inspection, special services, and damage claims of all kinds, whether or not involving the negligence of officers, agents, or employees of the United States. The Contracting

Article 12 (Continued)

JUN 26 1992

Officer's determination as to what costs are properly chargeable under this contract, the amount thereof, and the classification of those charges for repayment purposes shall be conclusive.

(c) All payments from the Contractor to the United States under this contract shall be made by the medium requested by the United States. The required medium of payment may include checks, wire transfers, or other types of payment specified by the United States. Except when otherwise specified by the United States, all payments shall be made by check.

CONTRACT PREPARATION ASSIGNMENT FEE

13. (a) Upon execution of this contract, a \$100 fee for the preparation of this contract is due and payable by the Contractor to the United States.

(b) All future contract actions, including new contracts, contract amendments, supplements, and assignments will be charged a \$100 fee: Provided, That the fee shall be reviewed by the Contracting Officer and revised from time to time to cover costs to the United States.

WATER SUPPLY

14. (a) As of the date of this contract, the United States holds permit No. R-403, dated December 31, 1926, issued by the State of Idaho to the United States for the storage of 163,000 acre-feet per annum of the waters of Deadwood River in Deadwood Reservoir. The total active capacity of Deadwood Dam and Reservoir as of the date of this contract is understood to be not less than 161,000 acre-feet. The Contractor's storage rights shall comprise 0.5465 percent (0.5465%) of the total active capacity, which percentage so long as the total active capacity is not

less than 161,000 acre-feet, is equivalent to approximately 880 acre-feet. The United States will operate Deadwood Dam and Reservoir so as to store under existing storage rights all available water, and during each irrigation season the United States will make available to the Contractor for irrigation the Contractor's proportionate share of the stored water that accrues in each water year to the entire active capacity, together with stored water carried over to the credit of the Contractor's share of that capacity from prior water years.

(b) The Contractor may hold over in Deadwood Reservoir water from prior water years, subject to these limitations: (1) water may be held only to the extent that the total amount of Deadwood stored water held to the credit of the Contractor for any irrigation season shall not exceed the amount which can be stored in the Contractor's proportionate part of the total active capacity of that reservoir; and (2) whatever water is held for the credit of the Contractor in Deadwood Reservoir as holdover water shall no longer be accounted for as holdover water as of any date of spilling of the reservoir.

(c) All space in Deadwood Reservoir shall be operated with like priority as to storage rights; and the United States reserves the privilege of granting to others holdover rights and of itself exercising such holdover rights as to any unsold space that are not inconsistent with the rights granted to the Contractor under this contract. While the Contractor's storage water rights are defined in terms of active capacity in Deadwood Reservoir, the United States shall have the right, without change in the Contractor's obligations with respect to storage rights, to

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store water accrued to those rights in any storage capacity available to it on the Payette River so long as delivery for the Contractor of all stored water to which it is entitled under this contract is not in any way impaired. In determining the amount of stored water available, losses incidental to storage will be prorated equally over all water in storage in a given reservoir; and, in determining the amount of stored water delivered, the point of measurement shall be the outlet works of the reservoir from which the delivery is made.

(d) Any and all diversions made by the Contractor shall be made out of her own rights to natural flow and stored water without encroachment upon any stored water released by the United States for others or for itself, including releases for power production at Black Canyon Dam. Any and all natural flow water entitlements or stored water releases, now or hereafter acquired, for diversion below Black Canyon Dam, shall be permitted to pass over or through Black Canyon Dam. It is understood, moreover, that time and use may result in some decrease in the efficiency and capacity of the Deadwood Reservoir, and that the United States does not guarantee the continuation of present capacities and under no conditions shall the United States, or its officers, agents, or employees, be liable in damage or on account of any such decreases or any alleged shortage or mistake in the amount of water delivered.

(e) While the Deadwood Reservoir is being operated and maintained by the United States, it will operate the reservoir to the end of delivering all the water to which the Contractor is entitled under this contract and on such schedule of deliveries as shall be agreed to between

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the Contractor and the officer in charge of the reservoir, within the capacity limits of the reservoir and having regard for other existing rights which must be supplied therefrom. Deliveries of stored water shall be limited at any time to the amount which can be delivered by means of the Contractor's proportionate share of the outlet capacity, taking into account the requirement of passing through the reservoir water belonging to prior rights and the physical limitation of the existing outlet works. In the event the distribution of the waters of the Payette River becomes the responsibility of a State watermaster or other official of the State of Idaho, arrangements shall be made between such State official, the Contracting Officer, and the Contractor concerning the schedule of deliveries as to stored water hereunder. Should the Contractor feel aggrieved on account of any alleged shortage in the water supply delivered by the United States hereunder, or on account of any alleged mistake or inaccuracies in the division of water among the parties entitled to receive water from the Deadwood Reservoir, such party shall at once report to the Contracting Officer such alleged shortage or error in the division or delivery of water, and he shall cause such complaint to be investigated, and if he finds that the proper proportionate share of the available water supply to which the Contractor is entitled is not being delivered to the Contractor, he will correct the delivery so far as the United States has control of such delivery and distribution, so that the correct proportionate share, as nearly as practicable, to which the Contractor is entitled, will be delivered to or for the Contractor. If the Contractor is dissatisfied with the decision of the Contracting Officer,

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the Contractor may apply to the Secretary of the Interior for an order for the correction of any alleged error in the delivery or division of water from said works; but neither the United States nor its officers or agents shall be liable in damages on account of any such alleged shortage or mistake in the delivery or division of water from the said works.

UNITED STATES NOT LIABLE FOR WATER
SHORTAGE OR INTERRUPTIONS

15. No liability shall accrue against the United States or any of its officers, agents, or employees for damage, direct or indirect, arising by reason of shortages in the quantity of water available from Deadwood Reservoir or interruptions in water deliveries to lands of the Contractor resulting from drought, inaccuracy in distribution, hostile diversion, prior or superior claims, accident to or failure of facilities of the United States, whether or not attributable to negligence of officers, agents, or employees of the United States, or other causes of whatsoever kind. Nor shall the Contractor's obligations to the United States under this contract be reduced by reason of such shortages or interruptions.

CHARGES FOR DELINQUENT PAYMENTS

16. (a) The Contractor shall be subject to interest, administrative and penalty charges on delinquent installments or payments, pursuant to section 11 of the Debt Collection Act of 1982 (Public Law 97-365). When a payment is not received within 30 days of the due date, the Contractor shall pay an interest charge for each day the payment is delinquent beyond the due date. When a payment becomes 60 days delinquent, the Contractor shall pay an administrative charge to cover additional costs of billing and processing the delinquent payment. When a payment is delinquent 90 days or more, the Contractor shall pay an additional penalty charge of 6 percent per year for each day the payment is delinquent beyond the due date. Further, the Contractor shall pay any fees incurred for debt collection services associated with a delinquent payment.

(b) The interest charge rate shall be the greater of the rate prescribed quarterly in the Federal Register by the Department of the

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Treasury for application to overdue payments, or the interest rate of 0.5 percent per month prescribed by section 6 of the Reclamation Project Act of 1939 (Public Law 76-260). The interest charge rate shall be determined as of the due date and remain fixed for the duration of the delinquent period.

(c) When a partial payment on a delinquent account is received, the amount received shall be applied first to the penalty and administrative charges, second, to the accrued interest, and third to the overdue payment.

REFUSAL OF WATER IN CASE OF DEFAULT; TERMINATION

17. No water shall be delivered to the Contractor during any year until all charges herein provided to be paid as of that year shall have been fully paid. Should the Contractor be in arrears on any charge under this contract twelve (12) months, the Contracting Officer may, sixty (60) days after giving notice by certified mail of intent to terminate and if the Contractor has not paid the arrears, terminate this contract by notice in writing to the Contractor, and the Contractor thereafter shall have no further right or interest in this contract or the water supply provided hereunder. The Contractor, for herself, her successors and assigns, and all or any persons claiming under or through the Contractor, expressly consents and agrees that after such termination by the Contracting Officer, all rights to receive water from said reservoir, either by reason of this contract or by reason of the previous delivery of water hereunder, shall thereupon terminate and revert in the United States, as fully and completely as if no contract had ever been made and no water had ever been furnished from said reservoir. In case of such termination, the payments heretofore made by the Contractor under this contract shall be deemed the rental price of the use theretofore allowed the Contractor of said reservoir capacity for the storage of said water, and the Contractor

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acknowledges that such payments are no more than a reasonable rental of the proportionate part of the reservoir space used as herein provided for furnishing said stored water. The provisions of this article are not exclusive and shall not in any manner hinder the United States from exercising any other remedy to enforce collection of the moneys payable hereunder.

COMPLIANCE WITH RECLAMATION LAWS

18. The parties agree that the delivery of irrigation water or the use of Federal facilities pursuant to this contract is subject to Reclamation law, as amended and supplemented, including, but not limited to, the Reclamation Reform Act of 1982 (Public Law 97-293).

TITLE TO REMAIN IN UNITED STATES

19. The title to, management, and control of Deadwood Reservoir shall remain in the United States until otherwise provided by the Congress.

BOOKS, RECORDS AND REPORTS

20. The Contractor shall establish and maintain accounts and other books and records pertaining to administration of the terms and conditions of this contract, including: land-use (crop census), landownership, land-leasing and water-use data; and other matters that the Contracting Officer may require. Reports thereon shall be furnished to the Contracting Officer in such form and on such date or dates as the Contracting Officer may require. Subject to applicable Federal laws and regulations, each party to this contract shall have the right during office hours to examine and make copies of the other party's books and records relating to matters covered by this contract.

ASSIGNMENT LIMITED--SUCCESSORS AND ASSIGNS OBLIGATED

21. The provisions of this contract shall apply to and bind the successors and assigns of the parties hereto, but no assignment or transfer of this contract or any right or interest therein shall be valid until approved in writing by the Contracting Officer.

OFFICIALS NOT TO BENEFIT

22. No Member of or Delegate to Congress, Resident Commissioner or official of the Contractor shall benefit from this contract other than as a water user or landowner in the same manner as other water users or landowners.

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CONTINGENT ON APPROPRIATION OR ALLOTMENT OF FUNDS

23. The expenditure or advance of any money or the performance of any obligation of the United States under this contract shall be contingent upon appropriation or allotment of funds. Absence of appropriation or allotment of funds shall not relieve the Contractor from any obligations under this contract. No liability shall accrue to the United States in case funds are not appropriated or allotted.

NOTICES

24. Any notice, demand, or request authorized or required by this contract shall be deemed to have been given, on behalf of the Contractor, when mailed, postage prepaid, or delivered to the Regional Director, PN Region, Bureau of Reclamation, Box 043, 550 West Fort Street, Boise, Idaho 83724, and on behalf of the United States, when mailed, postage prepaid, or delivered to Carol MacGregor, 1109 Warm Springs Avenue, Boise, Idaho 83712. The designation of the addressee or the address may be changed by notice given in the same manner as provided in this article for other notices.

QUALITY OF WATER

25. The operation and maintenance of project facilities shall be performed in such manner as is practicable to maintain the quality of raw water made available through such facilities at the highest level reasonably attainable, as determined by the Contracting Officer. The United States does not warrant the quality of water and is under no obligation to construct or furnish water treatment facilities to maintain or better the quality of water.

WATER AND AIR POLLUTION CONTROL

26. The Contractor, in carrying out this contract, shall comply with all applicable water and air pollution laws and regulations of the United States and the State of Idaho and shall obtain all required permits or licenses from the appropriate Federal, State, or local authorities.

WATER CONSERVATION

27. Prior to the delivery of water provided from or conveyed through federally constructed or federally financed facilities pursuant to this contract, the Contractor shall develop an effective water conservation program acceptable to the Contracting Officer. The water conservation program shall contain definite water conservation objectives, appropriate economically feasible water conservation measures, and time schedules for meeting those objectives. At subsequent 5-year intervals, the Contractor shall submit a report on the results of the program to the Contracting Officer for review. Based on the conclusions of the review, the Contracting Officer and the Contractor shall consult and agree to continue or to revise the existing water conservation program.

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EQUAL OPPORTUNITY

28. During the performance of this contract, the Contractor agrees as follows:

(a) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this nondiscrimination clause.

(b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without discrimination because of race, color, religion, sex, or national origin.

(c) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Contracting Officer, advising the said labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(d) The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(e) The Contractor will furnish all information and reports required by said amended Executive Order and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the Contracting Officer and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(f) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the such rules, regulations, or orders, this contract may be canceled, terminated, or suspended, in whole or in part, and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in said amended Executive Order, and such other sanctions may be imposed and remedies invoked as provided in said Executive Order, or by

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rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(g) The Contractor will include the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of said amended Executive Order, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

COMPLIANCE WITH CIVIL RIGHTS LAWS AND REGULATIONS

29. (a) The Contractor shall comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), Section 504 of the Rehabilitation Act of 1975 (P.L. 93-112, as amended), the Age Discrimination Act of 1975 (42 U.S.C. 6101, et seq.) and any other applicable civil rights laws, as well as with their respective implementing regulations and guidelines imposed by the U.S. Department of the Interior and/or Bureau of Reclamation.

(b) These statutes require that no person in the United States shall, on the grounds of race, color, national origin, handicap, or age, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving financial assistance from the Bureau of Reclamation. By executing this contract, the Contractor agrees to immediately take any measures necessary to implement this obligation, including permitting officials of the United States to inspect premises, programs, and documents.

(c) The Contractor makes this agreement in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property discounts or other Federal financial assistance extended after the date hereof to the Contractor by the Bureau of Reclamation, including installment payments after such date on account of arrangements for Federal financial assistance which were approved before such date. The Contractor recognizes and agrees that such Federal assistance will be extended in reliance on the representations and agreements made in this article, and that the United States reserves the right to seek judicial enforcement thereof.

RECEIVED
JUN 26 1992

PRIVACY ACT COMPLIANCE

30. (a) The Contractor shall comply with the Privacy Act of 1974 (5 U.S.C. 522a) (the Act) and the Department of the Interior rules and regulations under the Act (43 CFR 2.45 et seq.) in maintaining landholder acreage certification and reporting records, required to be submitted to the Contractor for compliance with sections 206 and 228 of the Reclamation Reform Act of 1982 (96 Stat. 1266), and the pursuant to 43 CFR 426.10.

(b) With respect to the application and administration of the criminal penalty provisions of the Act (5 U.S.C. 552a[i]), the Contractor and the Contractor's employees responsible for maintaining the certification and reporting records referenced in (a) above are considered to be employees of the Department of the Interior. See 5 U.S.C. 522a(m).

(c) The Contracting Officer or a designated representative shall provide the Contractor with current copies of the Interior Department Privacy Act regulations and the Bureau of Reclamation Federal Register Privacy Act System of Records Notice (Acreage Limitation--Interior, Reclamation-31) which govern the maintenance, safeguarding, and disclosure of information contained in the landholders' certification and reporting records.

(d) The Contracting Officer shall designate a full-time employee of the Bureau of Reclamation to be the System Manager who shall be responsible for making decisions on denials pursuant to 43 CFR 2.61 and 2.64, and amendment requests pursuant to 43 CFR 2.72. The Contractor is authorized to grant requests by individuals for access to their own records.

(e) The Contractor shall forward promptly to the System Manager each proposed denial of access under 43 CFR 2.64, and each request for amendment of records filed under 43 CFR 2.71; notify the requester accordingly of such referral; and provide the System Manager with information and records necessary to prepare an appropriate response to the requester. These requirements do not apply to the certification and reporting forms filed pursuant to 43 CFR 426.10, unless the requester elects to cite the Privacy Act as a basis for the request.

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IN WITNESS WHEREOF, the parties hereto have caused this contract
to be executed the day and year first above written.

THE UNITED STATES OF AMERICA

By Kenneth R. Pedde
ACTING Regional Director, PN Region
Bureau of Reclamation
Box 043 - 550 West Fort Street
Boise, Idaho 83724

CONTRACTOR

By Carol MacGregor
Carol MacGregor
1109 Warm Springs Avenue
Boise, Idaho 83712

RECORDED
JUN 26 1982

STATE OF IDAHO)
County of Ada) ss

On this 21st day of March, 1990, personally

appeared before me Kenneth R. Redde, to me known to be the official of the United States of America that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said United States, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

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

Diana L. Jacobs

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

(SEAL)

My commission expires: 5-23-94

* * * * *

STATE OF IDAHO)
County of Ada) ss

On this 13 day of Feb., 1940, before me,

Barry Marcus, a Notary Public, personally appeared Carol MacGregor, Carol MacGregor, 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 as of the day and year first above written.

Barry Marcus

Notary Public in and for the
State of Idaho
Residing at Boise

(SEAL)

My commission expires: 6/5/91

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