

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
REGION I

..... Boise, Idaho
(Project or office)

RECORD OF EXECUTION OF CONTRACT

Black Canyon Irrigation District, Lake Reservoir Company, Latta Irrigation
Contractor and Latta Company, Inc., Bradway, Nighthelm, H. A. Allen, Denver, Idaho, Nighthelm
Contract No. 215-2-102-101-101 Date of contract ... July 13, 1957

Estimated amount involved \$
Purpose Development of supplemental water supply

Remarks:

Place..... Date.....

1. Contract transmitted to Field Solicitor for legal approval.

(Title)

Place..... Boise, Idaho Date... July 13, 1957...

2. Contract given legal approval.

Robert T. Van Allen

For the Field Solicitor

3. Contract executed and transmitted to the following:

- Original contract Field Solicitor, Boise, Idaho
- Duplicate original to contractor (see above)
- Copy to: Surety
- Chief Engineer, Denver
- Commissioner, Washington, D. C.
- Field Solicitor, Boise, Idaho
- Project Superintendent, Boise, Idaho
- 200,400

Draft 5/11/67
Contract No.

14-06-100-5944

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

Boise Project, Idaho

AGREEMENT

THIS AGREEMENT, Made this ~~xxx~~ 19th day of July, 1967, by and among THE UNITED STATES OF AMERICA, pursuant to the Federal Reclamation Laws, the BLACK CANYON IRRIGATION DISTRICT, an irrigation district organized and existing under and by virtue of the laws of the State of Idaho, the LAKE RESERVOIR COMPANY, a non-profit water company, organized and existing under and by virtue of the laws of the State of Idaho, the LETHA IRRIGATION AND WATER COMPANY, INC., a non-profit water company, organized and existing under and by virtue of the laws of the State of Idaho, DRAINAGE DISTRICT #1 OF GEM COUNTY, a municipal corporation, organized and existing under and by virtue of the laws of the State of Idaho, and the NOBLE DIECH COMPANY, a non-profit corporation, organized and existing under and by virtue of the laws of the State of Idaho,

WITNESSETH, THAT:

2. WHEREAS, there is a desire on the part of the Black Canyon Irrigation District to alter its distribution system so that it can more effectively serve the lands within the District; and

Art. 2

3. WHEREAS, Drainage District #1 of Gem County, originally constructed a drain which by contract dated November 10, 1938 (Contract No. Ilr-1157) among the United States, the Black Canyon Irrigation District, and Drainage District #1 of Gem County, Idaho, was enlarged and extended by the United States on the then existing right-of-way for the drain and on right-of-way acquired by the United States so that the same might be used as a combined drain and wasteway to meet the needs of all of the parties to said contract; and

4. WHEREAS, there is flowing in said drain, water which the Black Canyon Irrigation District can use by pumping therefrom into its distribution facilities; and

5. WHEREAS, some of the parties have protested the application of the Black Canyon Irrigation District for a permit to utilize such waters; and

6. WHEREAS, the parties hereto desire to enter into an operating agreement with respect to such waters;

NOW, THEREFORE, in consideration of the mutual and dependent stipulations set forth, it is hereby mutually agreed by and among the parties hereto as follows:

7. That the Black Canyon Irrigation District may proceed with its plans to file for and receive a water permit to appropriate 100 cubic feet per second of the waters flowing in said drain and that the Letha Irrigation and Water Company, Inc. and the Noble Ditch

Company will withdraw their protests to the issuance of such a permit, and the other parties hereto will not make any protest against the issuance of such a permit, nor will any of the parties hereto otherwise protest the appropriation by the Black Canyon Irrigation District of 100 cubic feet per second of the waters of the said drain.

8. The Black Canyon Irrigation District agrees that it will not hereafter apply to the State of Idaho for a permit to divert any additional waters from the drain and wasteway referred to in article 3 hereof, and will not appropriate any additional waters therefrom.

9. The Black Canyon Irrigation District, when it has constructed and is operating a pumping installation in such drain and wasteway, shall deliver for the account of the Letha Irrigation and Water Company, Inc. and the Noble Ditch Company, in the Payette River at the head of the Seven-Mile Slough, that amount of water which is then being pumped by them. The said replacement water, or so much thereof as is required, shall be released when the Letha Irrigation and Water Company, Inc. and the Noble Ditch Company advise the Black Canyon Irrigation District of the amount of such water which they require delivered to meet their needs for irrigation water for beneficial use, and which said quantity of replacement water shall be determined by gage heights on gages now installed in the said Seven-Mile Slough at the places, as hereinafter stated.

10. It is further agreed that when the Black Canyon Irrigation District has installed a pumping plant and is pumping water from said

drain, gages installed by the Letha Irrigation and Water Company, Inc. and the Black Canyon Irrigation District, in the Seven-Mile Slough, will be used to determine the amount of water required by the Letha Irrigation and Water Company, Inc., and the Noble Ditch Company for beneficial use, at the following places:

(a) At "Concrete Waste" at the head of the Kesgard Ditch.

It is agreed by the Letha Irrigation and Water Company, Inc. and the Black Canyon Irrigation District that a gage reading of 1.68 at point (a) mentioned above will meet the requirements of the Letha Irrigation and Water Company, Inc. and the Noble Ditch Company under present channel conditions while the Black Canyon Irrigation District is pumping water from said drain. This gage reading shall be defined in equivalent cubic feet per second of water flow as soon as field conditions permit the parties to make this determination. When made, the measurement in second feet shall become a part of this contract. If for any reason this quantity cannot be sustained by water available in the Payette River, then the Black Canyon Irrigation District will reduce the rate of pumping of water until the reading of 1.68 can be restored when requested to do so by the Letha Irrigation and Water Company, Inc. and the Noble Ditch Company.

(b) At the Four Barrel Underpass where Letha Irrigation and Water Company, Inc. and the Noble Ditch Company can divert water from said drain ditch into said slough.

(c) At the flume which crosses said slough on what is known as the Jack Woods farm.

Readings on gages at points (b) and (c) will be established when adequate water is flowing in the Seven-Mile Slough. When these readings are mutually agreed upon by the parties concerned, the readings will be noted, expressed in cubic feet per second of flow, and made a part of this contract.

11. If any dispute arises as to whether the amount of water agreed upon herein is actually delivered at the head of the Seven-Mile Slough, the Letha Irrigation and Water Company, Inc. and the Noble Ditch Company, or either of them, may state their complaint in writing to the State Reclamation Engineer of the State of Idaho, with a copy to the Black Canyon Irrigation District. The State Reclamation Engineer is hereby authorized and empowered at the expense of the Black Canyon Irrigation District to insure that the proper amount of water, as agreed to herein, is delivered at the head of the Seven-Mile Slough, and the State Reclamation Engineer's decision on any dispute as to the delivery of water shall be conclusive and binding upon these parties.

12. Any notice, demand, or request required or authorized by this contract shall be deemed properly given, except where otherwise herein specifically provided, if mailed, postage prepaid, to the Regional Director, Bureau of Reclamation, Boise, Idaho, on behalf of the United States; to Black Canyon Irrigation District, at Notus, Idaho, on behalf of the Black Canyon Irrigation District; to Lake Reservoir Company, at Payette, Idaho, on behalf of the Lake Reservoir Company; to Letha Irrigation and Water Company, Inc., at Emmett, Idaho, on behalf of the Letha Irrigation and Water Company, Inc.; to

Drainage District #1 of Gem County, at Emmett, Idaho, on behalf of Drainage District #1 of Gem County; and to the Noble Ditch Company, at Fruitland, Idaho, on behalf of the Noble Ditch Company. The address of the parties hereto to be notified may be changed at any time by similar notice.

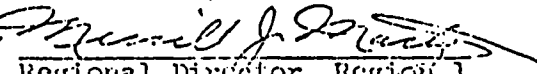
13. The provisions of this contract shall apply to and shall bind the successors and assigns of the parties hereto, but, except as herein provided, no assignment or transfer of this contract or any part or interest therein shall be valid until approved by the United States.

14. (a) No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit that may arise herefrom, but this restriction shall not be construed to extend to this contract if made with a corporation or company for its general benefit.

(b) Neither any of the contractors nor any officials of the contractors or of their subcontractors shall receive any benefit that may arise by reason of this contract other than as a landowner and in the same manner as other landowners.

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

THE UNITED STATES OF AMERICA

By 
Acting Regional Director, Region 1
Bureau of Reclamation
P.O. Box 8008, Boise, Idaho

(SEAL)

Attest:

Lewis P. Robertson
Secretary

BLACK CANYON IRRIGATION DISTRICT

By B. Hart A. Shandell
President

(SEAL)

Attest:

Donald J. Lane
Secretary

LAKE RESERVOIR COMPANY

By Robert H. Hughes
President

(SEAL)

Attest:

Edna Gibson
Secretary

LETHA IRRIGATION AND WATER
COMPANY, INC.

By Russ W. Knapp
President

(SEAL)

Attest:

R. J. [unclear]
Secretary

DRAINAGE DISTRICT #1 OF GEM COUNTY

By R. F. [unclear]
President

(SEAL)

Attest:

[unclear]
Secretary

NOBLE DITCH COMPANY

By Garrett H. Rancit
President