utah power & LIGHT COMPANY

1407 West North Temple
P.O. Box 899
Salt Lake City, Utah 84110
(801) 535-2860

HARRY A. HAYCOCK
VICE PRESIDENT
POWER SUPPLY OPERATIONS

November 27, 1985

Mr. Edward H. Southwick
General Manager
Ogden River Water Users' Association
1483 Wall Avenue
Ogden, Utah 84404

Dear Ed:

In regard to your letter request of October 9, 1985, we hereby agree to amend the contract of October 22, 1962 between the Ogden River Water Users' Association ("Association") and Utah Power and Light Company ("UP&L") as follows:

Under Paragraph 2 of the 1962 contract, the Association agreed to pay UP&L at the rate of $1.28 per acre foot for any power water withheld and not returned to UP&L by April 1, 1964. Likewise, under Paragraph 4, UP&L agreed to credit the Association with $1.28 per acre foot for Association water used by UP&L. The Association and UP&L hereby agree to modify the price for said water under Paragraphs 2 and 4 from $1.28 to $4.00 per acre foot. It is understood that the price of $4.00 per acre foot shall be in effect from October 1, 1985 to October 1, 1986. All other provisions of the contract shall remain unmodified by this letter agreement.

If this amendatory letter meets with your approval, please sign in the spaces indicated, return one letter to us and retain one letter for your files.

Very truly yours,

Harry A. Haycock

Accepted this ____ day of _____, 1985.

Ogden River Water Users Association

By _____
Edward H. Southwick
General Manager

10/PC30
111985

UNITED STATES
DEPARTMENT OF THE INTERIOR
Bureau of Reclamation
Ogden River Project

THIS CONTRACT, Made this 18th day of October, 1934, in pursuance of the Act of Congress of June 16, 1933 (48 Stat., 195), known as the National Industrial Recovery Act (herein styled the N.I.R.A.), and the Act of Congress of June 17, 1902 (32 Stat., 388), and/or amendatory acts (herein styled the National Reclamation Law), between the UNITED STATES OF AMERICA (herein styled the United States), acting in this behalf by Harold L. Ickes, Federal Emergency Administrator of Public Works and Secretary of the Interior (herein styled the Administrator and/or the Secretary), and the OGDEN RIVER WATER USERS' ASSOCIATION, a corporation organized and existing under the laws of the State of Utah with its principal office at Ogden, Utah, (herein styled the Association), and the UTAH POWER & LIGHT COMPANY, a corporation of the State of Maine, with its principal place of business in Utah at Salt Lake City, Utah (herein styled the Company), and its Lessor, the Utah Light and Traction Company, a corporation organized and existing under the laws of the State of Utah with its principal office at Salt Lake City, Utah, (herein styled the Traction Company), and which Power Company and Traction Company are herein collectively styled the Company, and where "Company" is used

COPY:GAB

herein, it refers to and means said two Companies or either of them, whichever may be appropriate or applicable.

WITNESSETH:

2. WHEREAS, the United States intends to construct on the Ogden River, near Pine View, Utah, a dam, reservoir, pipe lines, canals, and appurtenant works, know as the Ogden River Project, and which dam and reservoir are commonly known as the Pine View Dam and Pine View Reservoir, respectively; and

3. WHEREAS, the Traction Company is an interested party hereto by reason of the ownership of its entire capital stock by the Power Company, and by the additional fact that it owns and leases to the Power Company the power plant and appurtenant works and water rights mentioned in Article 4 hereof;

4. WHEREAS, the Company has constructed and owns, operates and maintains a power plant and appurtenant works and water rights for the generation of electrical energy consisting of a dam and reservoir (commonly known as the Pioneer Dam and Pioneer Reservoir) and diverting works on the Ogden River near Pine View, Utah, and a seventy-two (72) inch woodstave pipe line about 5.11 miles in length from the Company's reservoir and diverting works on the Ogden River at or near Pine View, Utah, to its power plant for the carrying of the water used in generating electrical energy in said power plant, and also the Company owns those certain water rights described in Item 631 at Page 206 of

the Proposed Determination of Water Rights on the Weber River System, by the State Engineer in the case of Plain City Irrigation Company vs. Hooper Irrigation Company, which case, numbered #7487 #, is filed in the District Court of the Second Judicial District of the State of Utah, in and for Weber County, said water rights consisting of 200 c.f.s. of water from January 1 to December 31 of each year, for power purposes; and

5. WHEREAS, the construction by the United States of said dam, and reservoir, will interfere with and/or destroy the Company's dam, reservoir, and diverting works and certain lands owned by the Company will be submerged by water impounded in said reservoir making it necessary that suitable arrangements be made which will permit the Company to continue to operate its power plant and related works, and also permit the United States to construct its said works and flood the Company's land; and

6. WHEREAS, the only practical and feasible location for the pipe line which the United States proposes to construct as a part of the Ogden River Project is on or along the location of the Company's said pipe line, and upon right of way owned by the Company in connection with its said pipe line; and

7. WHEREAS, the Company's pipe line although still in operating condition, will sooner or later because of its long period of service and use have to be replaced with a new pipe line; and

8. WHEREAS, it is feasible, practicable and economical to reconstruct or replace the Company's said pipe line with a new pipe line of sufficient size to serve the needs of both the Company and of the United States and/or the Association; and

9. WHEREAS, the Company desires to cooperate with the United States in the construction of said Ogden River Project, and to that end is willing to join with the United States in reconstructing or replacing the pipe line of the Company with a new pipe line of sufficient size to serve the needs of both the Company and of the United States and/or Association, and also permit the United States to construct said dam and other works and to flood said lands of the Conditions hereinafter set out.

10. NOW, THEREFORE, in consideration of the mutual and dependent stipulations and covenants herein contained, it is hereby agreed between the parties hereto as follows:

OUTLET AND DIVERSION WORKS

11. The United States will construct and install, without expense to the Company, suitable permanent outlet and diverting works in the dam of the United States by which the water that the Company is entitled to divert from the Ogden River for power purposes into its pipe line or into the new pipe line hereinafter mentioned in Article 12 will be diverted direct from and by means of the reservoir and dam of the United States, instead of as formerly from and by means of the reservoir and dam of the

Company, and there is hereby granted to the Company the perpetual right to divert and convey its water as aforesaid. Said outlet and diverting works will be constructed and installed in accordance with and as shown on the plans hereto attached, marked "Exhibit A" and hereby made a part hereof.

CONSTRUCTION OF NEW WOODSTAVE PIPE LINE

12. The United States will construct and install at the joint expense of the Company and the United States a new wood stave pipe line, including as a part thereof in connection therewith, the necessary sub-grades, bridges, tunnels and other work or works for its proper construction and installation. Said new wood stave pipe line which is to replace the Company's present wood stave pipe line, will be installed in accordance with "Exhibit B" hereto attached and made a part hereof. Material salvaged from the old wood stave pipe line may be used in constructing the new wood stave pipe line and also any salvage obtained from the sale of old material shall be credited to the cost of the new wood stave pipe line.

OWNERSHIP OF NEW PIPE LINE

13. Said new wood stave pipe line after its construction will be jointly owned by the United States and the Company, with the United States owning an undivided 155/280 interest therein and the Company owning the remaining undivided 125/280 interest therein.

PAYMENT OF COST OF PIPE LINE

14. The Company as its part of the cost of constructing said new wood stave pipe line (but not the dam, reservoir or diversion works) as provided in Article 12 hereof, will pay to the United States 125/280 of the cost thereof as determined and stated by the Secretary of the Interior in the statement hereinafter provided for, in twenty (20) equal annual instalments, with interest on deferred balances at the rate of four per cent (4%) per annum beginning five years after the date of completion of said pipe line, the first of which instalments shall become due and payable six (6) years after the date of completion of said pipe line as set and established by the Secretary of the Interior in a notice to the Company, and subsequent instalments on the same date of each year thereafter for the term stated. During the period prior to the payment of the first of said above twenty (20) equal annual instalments the Company will pay to the United States the sum of Fifty Thousand Dollars ($50,000.00) in five equal annual instalments of Ten Thousand Dollars ($10,000.00) each, the first of which instalments shall become due and payable one year after the completion of said pipe line as set out and established by the Secretary as aforesaid and subsequent instalments on the same day of each year thereafter for the term stated. This sum of Fifty Thousand Dollars ($50,000.00) shall be used exclusively for operation and maintenance purposes of said pipe line and said diversion works as specifically provided in Article 16 hereof.

COMPUTATION OF COST

15. The cost of said pipe line provided for by this contract, a part of which cost the Company obligates itself to pay, shall embrace all expenditures of whatsoever kind in connection with, growing out of or resulting from the work described, including the cost of labor, materials, equipment, engineering, preparation of plans, superintendence, and overhead, exclusive of cost incurred in making preliminary examinations and reports of the project, and the Secretary will furnish the Company a statement of the total amount of such cost incurred by the United States, provided, however, that the Company shall have the opportunity to audit all such expenditures.

PAYMENT OF OPERATION AND MAINTENANCE CHARGES ON PIPE LINE AND DIVERSION WORKS

16. The Company will pay to the United States and/or the Association a 125/280 part of the cost of operating and maintaining said pipe line and said diversion works at the Pine View Dam by means of which the Company secures its supply of water (but not the Pine View Dam or other works), the same being that proportion which the Company's capacity in the pipe line bears to the whole capacity of the pipe line, provided, that each of the Company's five (5) annual payments of Ten Thousand Dollars ($10,000.00) which are to be made during the first five years after the completion of the pipe line as provided in Article 14 hereof shall be credited each year on the Company's part of the operation and maintenance cost of said pipe line and diversion works, subject to the further

condition that if in any year or years said annual payment of Ten Thousand Dollars ($10,000.00) exceeds the Company's proportionate part of the cost of operating and maintaining said pipe line and diversion works the excess shall be placed in a reserve fund (in which fund the Company shall have no interest) in the hands of the United States to be drawn on and used solely to cover the United States' and/or the Association's part of the cost of any extraordinary or unusual operation and maintenance expenditures which may be necessitated in the operation and maintenance of said pipe line and said diversion works. The determination of what shall be considered extraordinary or unusual expenditures for operation and maintenance purposes within the contemplation of this article shall be referred to the Secretary or other officer of the United States designated by him and to the Chief Engineer of the Company or other officer of the Company designated by him and their decision shall be final. In case of dispute said two representatives of the United States and the Company respectively shall select a third person and any decision concurred in by any two shall be final.

OPERATION AND MAINTENANCE OF NEW PIPE LINE AND OUTLET AND DIVERSION WORKS

17. Said new wood stave pipe line and that part of the outlet and diversion works used in diverting and supplying water to said new wood stave pipe line, when constructed, will be jointly operated and maintained by the Association and the Company and at their joint expense through and by means of a Board composed of the Superintendent

or other proper officer of the Association and the Superintendent of the Pioneer Power Plant of the Company or other proper officer of the Company. The Association will in the first instance pay the cost and expense of so operating and maintaining the new wood stave pipe line and said outlet and diversion works and the Company in turn will pay to the Association 125/280 part of the cost thereof as provided in Article 16 hereof. Bills covering the Company's part of said operation and maintenance cost will be rendered monthly throughout each year and shall be paid by the Company within thirty days after rendition. It shall be the duty of said Board to keep and maintain said new wood stave pipe line and said outlet and diversion works in good, proper, and safe operating condition at all times and also to so operate said new wood stave pipe line and said outlet and diversion works that there will be delivered to the Association and the Company and to each of them when and as required the water each is entitled to, and their action and judgment in so doing shall be final and binding upon the Association and the Company. In case, for any reason, there is a failure to keep said new wood stave pipe line and diversion works in good, proper and safe operating condition, either the Company or the Association may make any needed repairs and charge the proper proportionate part of the cost thereof to the other, which cost the other shall promptly pay. In case said two members of the Board cannot agree as to how said new wood stave pipe line and said outlet and diversion works shall be operated or what repairs and maintenance shall be done upon the same,

the matter in dispute shall be referred to the Secretary or other officer of the United States designated by him whose decision shall be final and binding.

OGDEN CITY'S ARTESIAN WELLS

18. The Company understands that the water in the part of the reservoir area upon which are located the artesian wells of Ogden City, Utah, and the pipe line and collecting system leading from said wells through and across the reservoir must be withdrawn at intervals often enough for proper inspection, but not oftener than once a year except when there is good reason to believe th t there is a failure in the pipe line or collecting system. Subject to the condition that the natural flow of the river to the extent of the Company's right shall be diverted through the new wood stave pipe line when water is so withdrawn from the reservoir as herein provided, the Company hereby consents to the unwatering of the reservoir whenever it is necessary for the United States and/or the Association to do so in complying with the obligation contained in Article 18 of the contract dated August 20, 1934, between the United States, the Association, and Ogden City, as follows:

> "The United States and/or the Association will cause the water in the reservoir to be withdrawn from the area of the wells and pipe line at intervals often enough for proper inspection but not oftener than once a year except in cases where there is good reason to believe that there is a failure in the pipe line or collecting system. In case disputes arise between the Association and the City as to whether there are sufficient reasons to justify an emergency inspection, the matter shall be referred to the Secretary of the

> Interior or some officer designated by him, whose decision will be final. The City shall not be liable for any loss of storage water occasioned by withdrawing water from the area of the wells and pipe line as herein provided."

and the Company also agrees that the United States, the Association and/or Ogden City, shall not be liable for any loss of storage water or power to the Company occasioned by withdrawing, as aforesaid, water from the area upon which are situated Ogden City's artesian wells, pipe lines and collecting system, provided that the natural flow of the river shall be diverted through the pipe line to the extent of the Company's right.

PROPERTY TO BE CONVEYED TO UNITED STATES

19. The Company will sell and convey to the United States: (a) By good and sufficient special warranty deed free and clear of all mortgages, liens, and encumbrances, created, placed, or suffered against said premises by the Company and its predecessor companies, the Utah Light and Railway Company and the Utah Light and Power Company, the following described premises:

> (Here follows land description. See copy of contract contained in Chief Engineer's files for such description.)

with covenants of warranty that the Company will forever warrant and defend the title to said premises against all persons lawfully claiming the same from, through or under it or its said predecessor companies, the Utah Light and Railway Company and the Utah Light and Power Company.

(b) By quitclaim deed, an undivided one-half ($\frac{1}{2}$) interest in and to the right of way upon which the Company's present pipe line is constructed and operated, free and clear of all mortgages, liens, or encumbrances, created, placed, or suffered against said premises by the Company and its predecessor companies, the Utah Light and Railway Company and the Utah Light and Power Company, to the end that the United States, the Association, and the Company shall have the right to construct, operate and maintain said new wood stave pipe line for the joint use of the parties as set out in this contract, upon said right of way, and to the further end that said parties, or either of them, upon the expiration of the useful life of said new wood stave pipe line shall have the right to construct, operate and maintain such pipe line or other conduit as to permit them to continue to carry on their respective operations as contemplated by this contract, it being understood that either of the co-owners and/or its successors may use or continue to use the said right of way for pipe line purposes, if the other co-owner and/or its successors should for any reason discontinue the joint use thereof. The center line of said right of way for said pipe line is described as follows:

(Here follows center line description of pipe line right of way. See copy of contract in Chief Engineer's files for this description.)

(c) By quitclaim deed free and clear of all mortgages, liens or encumbrances, created, placed, or suffered against said premises by the Company and its predecessor companies, the Utah Light and Railway Company

and the Utah Light and Power Company, the following described tract of land:

> Commencing at the North Quarter corner of Section 15, Township Six North, Range One East, S.L.B. & M., thence South 1020 feet, more or less, to north boundary of right of way of O. L. & I. Railway; thence along said north boundary North 53°00' East 194 feet, thence on a 1° curve to right 526.7 feet; thence North 57°16' East 870 feet to east line of Northwest Quarter of Northeast Quarter of said Section 15, thence North 130 feet, more or less, to north boundary of said Section 15, thence West 1320 feet to point of beginning, containing 17.1 acres, all within the Northwest Quarter of Northeast Quarter of Section 15, Township Six North, Range One East, S. L. B. & M.

TITLE PAPERS

20. Upon receipt of notice that this contract has been executed on behalf of the United States and the Association, the Company shall without cost to the United States promptly furnish a complete abstract of title covering the said property, described in Article 19 (a) hereof, which shall later be extended by the Company to include each instrument subsequently recorded in connection therewith, including the conveyance made pursuant to this contract, provided, that if the Company fails or refuses to furnish such abstract of title within sixty days after notice that this contract has been executed, such abstract of title may be procured by the United States at the expense of the Company and the cost deducted from the purchase price of said property.

CORRECTING DEFECTS IN TITLE

21. The Company shall procure and have recorded, without cost to the United States, all assurances of title and affidavits which the Company may be advised by the United States are necessary and proper to show in the Company the title agreed to be furnished as set forth in Article 19 (a) supra.

PAYMENT FOR PROPERTY CONVEYED

22. The United States shall purchase said property on the terms herein expressed, and upon execution and delivery of the deeds and/or conveyance provided in Article 19 hereof and the signing of the usual Government vouchers therefor, and their further approval by the proper Government officials, it shall cause to be paid to the Company as full purchase price and full payment for all damages for entry on the said property, and the construction, operation and maintenance of reclamation works thereon under said Act, the sum of Twenty Thousand One Hundred Nine and 20/100 dollars ($20,109.20) by U. S. Treasury warrant or fiscal officer's check.

UNITED STATES TO HAVE RIGHT TO ENTER UPON PROPERTY

23. Immediately upon execution of this contract by the United States, the proper officers and agents of the United States shall at all times have unrestricted access to the property described in Article 19 (a) and 19 (b) hereof, to survey for and construct reclamation works, telephone and electrical transmission lines and other structures and appliances incident to said reclamation works free of any claim for compensation on the part of the Company for damage to said described property.

NATURE OF TITLE TO BE CONVEYED TO UNITED STATES

24. The property described in Article 19 hereof is to be conveyed to the United States free from lien or encumbrance, as therein provided for, except (a) for any coal or mineral rights reserved to or outstanding in third parties at the date of this agreement, and (b) for any existing

rights of way in favor of the public or third parties for roads, railroad, telephone lines, electric transmission lines, pipe lines, or ditches on, over or across said premises.

REMOVAL OF TRANSMISSION LINES

25. The Company, at the sole cost and expense of the United States as hereinafter stated, will, and is hereby authorized to relocate and reconstruct such portion of its power line situated within the Pine View Reservoir site or which will be interfered with by the construction of said dam, reservoir and appurtenant works, on a suitable location satisfactory to the Company outside of and away from said dam, reservoir and appurtenant works, all in accordance with the Company's standard practice for a power line of the character of the one which is to be displaced. Upon completion of the construction of said power line in the new location, the Company at the sole cost and expense of the United States will take up and remove said portion of the existing line to be abandoned as contemplated.

RIGHT OF WAY FOR TRANSMISSION LINES IN NEW LOCATION

26. The portion of the power line to be removed and relocated was constructed and is now maintained and operated in its present location under and by virtue of easement rights heretofore obtained from the then fee owners of the land upon which said line is located. Rights of way covering the location of the new section of line granting to the Company easement rights equivalent to those

to be surrendered in removing the old line shall be procured and delivered to the Company by the United States, if the United States is able to obtain such rights by amicable arrangement with the landowners. If the United States is unable to obtain the rights by amicable arrangement with the landowners, the Association will acquire the needed rights and convey same to the Company.

COSTS OF MOVING TRANSMISSION LINES

27. The cost and expense incurred by the Company properly chargeable to the United States hereunder shall be all costs and expenses (including, but not specifically limited to, labor, material, surveys, rights of way, damage to property during construction, supervision and overhead) entering into the work of constructing the new line and/or removing the old, less the salvage value of the material removed from the old line.

PAYMENT BY UNITED STATES OF COSTS OF MOVING TRANSMISSION LINES

28. All expenses incurred by the Company properly chargeable to the United States hereunder shall be paid to the Company by the United States, from time to time during the progress of the work, upon bills rendered by the Company. Such bills shall be rendered monthly during the progress of the work and shall be paid by the United States within thirty (30) days after rendition.

WATER DELIVERY TO COMPANY DURING CONSTRUCTION PERIOD

29. It is further understood and agreed that if during the period from September 1, 1934 to March 1, 1935, the operations of the United States in constructing the project or any part thereof, (except in constructing the new woodstave pipe line to replace the Company's present

pipe line as provided in this contract if the construction of the new pipe line should be initiated during the period from September 1, 1934 to March 1, 1935) interfere with the gravity flow of water into the company's present pipe line, the United States at its own sole cost and expense will deliver into the Company's pipe line such an amount of water not exceeding forty-(40) second feet as the Company is entitled to divert from the Ogden River into its said pipe line; provided, however, that in case the Company can supply its electrical load without operating its steam plant or plants the amount of water to be delivered by the United States can be reduced to ten (10) second feet. It is further provided that the United States will so carry on its operations that there will be no interruption of the flow of water in the Company's pipe line by reason of the change of present facilities for diversion.

COMPANY TO HAVE SECONDARY RIGHT TO STORE WATER

30. The United States and the Association hereby grant to the Company the secondary right to store, impound, release and withdraw at will water in and from said reservoir when there is storage capacity therein not being used and/or not required by the United States and/or the Association, but the Company's rights under this article shall at all times be subject to the right of the United States and/or the Association to use the entire storage capacity of the Pine View Reservoir.

RIGHTS OF PARTIES TO USE OF WATER

31. It is further expressly understood and agreed that during the period from March 1 to June 30 of each year the Company will permit the United States and/or the Association to divert, or store, for the use

of the project any water which the Company might otherwise be entitled to divert and use through said wood stave pipe in excess of 125 second feet when from the available records of rainfall and snowfall upon the watershed it appears that there is good reason to believe that there will not be sufficient runoff to fill said reservoir. At all times when the water which the Company otherwise is entitled to divert and use in excess of 125 second feet is not being diverted or stored, as above provided, it may be diverted through said new wood stave pipe line and used by the Company when the capacity in said pipe line in excess of 125 second feet is not being used or required by the United States and/or the Association. The determination of when water which the Company is otherwise entitled to use may be so diverted, or stored in said reservoir, for the use of the project shall be left to the Chief Engineer of the Company and the Superintendent or other proper officer of the Association.

As used in this article, the term "project water" will be used to designate water released from the reservoir for the irrigation of project land and other project uses; a "year" will be considered as the period from noon, October 15 of each calendar year to noon, October 15 of the next succeeding calendar year; "currently stored water" will be considered as water stored in the reservoir during the current "year" and "holdover stored water" will be considered as the unreleased but releasable stored water held in the reservoir at noon on October 15 at the beginning of each "year". When releases of project water are being made the releases will be considered as made up of natural flow

water belonging to the project, if and to the extent that the inflow of natural flow water belonging to the project into the reservoir permits of such releases. The releases, or the portion of the releases of project water that is not natural flow water belonging to the project, shall be considered as made up of currently stored water, so long as such water is available, and then of holdover stored water, it being understood that proper deductions will be made for the losses in currently stored water and in holdover stored water by reason of seepage and evaporation and other causes. So far as project needs, as determined by the proper officer of the Association, permit, project water will be permitted to pass through the Company's power plant provided that at least 6/38 of the currently stored project water that is released each year will be permitted to pass through the Company's power plant, it being understood that in any "year" when holdover stored water is present in the reservoir at the beginning of the "year" and an amount of water is wasted or spilled from the reservoir during the "year" which would not have spilled or been otherwise wasted in the absence of such holdover storage, the spill or wastage shall be considered, for the purposes of this article, as composed of holdover stored water, and an equivalent amount of new storage shall, after the spill or wastage and during the remainder of the year be considered as currently stored water: AND, PROVIDED FURTHER, that notwithstanding anything herein contained to the contrary, the provisions of this article shall not be construed to apply when it is necessary to empty

the reservoir pursuant to the terms, conditions and requirements set forth in article 18 hereof or when, for other reasons, an emergency exists requiring the immediate unwatering of the reservoir. The determination (except as otherwise herein provided for) of any disputed matter of fact arising in the administration of this article shall be left to the Chief Engineer of the Company and the Superintendent or other proper officer of the Association. In case, however, they cannot agree, said matter in dispute shall be referred to the State Engineer of Utah whose decision shall be final and binding.

INTEREST FOR DELINQUENCY IN PAYMENT

32. Every instalment of money required to be paid to the United States under this contract which shall remain unpaid after the same becomes due shall bear interest at the rate of six per cent (6%) per annum until paid.

RIGHT OF COMPANY TO MAKE REPAIRS

33. In case the United States, during the period prior to the turning over of the project to the Association, and/or the Association thereafter, shall fail or refuse to make needed repairs in said pipe line and diversion works at the dam the Company may maintain or repair the same and charge a proper part of the cost thereof to the United States or the Association, as the case may be, which cost the United States or the Association shall promptly pay.

WORK TO BE DONE TO SATISFACTION OF COMPANY

34. All work in connection with the construction of the new wood stave pipe line, and that part of the outlet and diverting works in the

dam by which the water of the Company will be diverted into the new wood stave pipe line will be done in a manner reasonably satisfactory to and subject to the inspection and reasonable approval of the Chief Engineer of the Company and in accordance in all respects with said plans and specifications marked Exhibit A and B and referred to in articles 11 and 12 hereof. The United States and the Company shall each have the right during the progress of the work to make such minor changes and revisions in said plans as may be desirable and to the best interest of the work, provided such minor changes and revisions meet with the approval of the other.

NO LIABILITY OF PARTIES INTER SESE

35. None of the parties hereto shall be liable to the other because of any failure to properly construct or to properly operate and maintain said new wood stave pipe line and said outlet and diversion works used in diverting water into said new wood stave pipe line, or on account of the loss of water or power because of such failure to properly construct or to properly operate and maintain said new wood stave pipe line or said outlet and diversion works.

MEMBER OF CONGRESS CLAUSE

36. 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 to arise therefrom. Nothing, however, herein contained shall be construed to extend to any incorporated company if the contract be for the general benefit of such incorporation or company.

DURATION OF CONTRACT

37. This contract shall remain in force and effect until terminated by mutual consent of the parties, and shall extend to and cover the replacing of said new wood stave pipe line upon the expiration of its useful life upon terms and conditions by which the Association and the Company will each bear its respective proportionate part of the cost of such replacement, or upon such other terms and conditions as the Association and the Company may agree upon, subject to the right of either party, upon the expiration of the useful life of said new wood stave pipe line, and the failure or refusal of the other party to participate in the expense of replacing the same, to replace said new wood stave pipe line to meet its own needs, at its own expense, in which event the other party shall have no interest therein or right to use the same.

SUCCESSORS AND ASSIGNS OBLIGATED

38. The provisions of this agreement shall apply to and bind the successors and assigns of the respective parties.

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

THE UNITED STATES OF AMERICA

By Harold L. Ickes 11/5/34
Secretary of the Interior and Federal Emergency Administrator of Public Works.

ATTEST:

W. T. Davis
Secretary
(Corporate Seal)

OGDEN RIVER WATER USERS' ASSOCIATION

By Ora Bundy
President.

UTAH POWER LIGHT COMPANY

By G. M. Gadsby
President and General Manager

ATTEST:

Geo. B. Thomas
Secretary.

(Corporate Seal)

UTAH LIGHT AND TRACTION COMPANY

By E. O. Howard
President.

ATTEST:

Geo. B. Thomas
Secretary.

(Corporate Seal)