

AGREEMENT

3 May 1943

By

Sierra Pacific Power Company
Truckee Carson Irrigation District

Re

Donner Lake operation and maintenance cost sharing
and use of Donner Lake water.

EXHIBIT

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TCID-45

THIS AGREEMENT made this 3rd day of May, 1943 by and between SIERRA PACIFIC POWER COMPANY, a corporation, (hereinafter called the "Power Company"), the party of the first part, and TRUCKEE-CARSON IRRIGATION DISTRICT, an irrigation district organized under the laws of the State of Nevada, (hereinafter called the "Irrigation District"), the party of the second part:

WHEREAS the Power Company is a corporation duly organized and existing under the laws of the State of Maine and engaged, as a public utility, in the States of Nevada and California in the business of generating and selling electricity and water; and

WHEREAS the parties hereto have acquired, or are about to acquire, from Donner Lake Company (a corporation) certain easements, rights and properties set forth and described in deed of Donner Lake Company to the parties hereto dated May 3, 1943, the Power Company having contributed to the purchase price thereof the sum of \$35,000 and the Truckee-Carson Irrigation District the sum of \$35,000; and

WHEREAS the parties hereto desire to provide for the operation of said properties for their mutual benefit;

NOW, THEREFORE, it is hereby mutually agreed by and between the parties hereto as follows:

1. - All costs of maintenance and operation of said properties and all expenses incident thereto shall be borne and paid by the parties equally.

2. - All such improvements to said properties as are necessary or desirable in order that said parties may derive the maximum benefit therefrom, and which shall be agreed by them to be made, shall be made at their joint and equal expense.

3. - The following conditions (in addition to those hereafter agreed upon by and between the parties hereto) shall govern the release of water from said Lake, to-wit:

(i) During the period commencing June 1 and ending September 15 in each year withdrawals shall (unless otherwise agreed between said parties) be made to the extent required to maintain, as nearly as practicable, a flowage in the Truckee Canal at Derby Dam of 100 cubic feet per second, and to provide such water as may be required by the Power Company for domestic use in the Cities of Reno and Sparks;

(ii) During the period commencing September 16 and ending May 31 in each year withdrawals shall (unless otherwise agreed between said parties) be made at such times and in such quantities as may be designated by the Power Company (upon notice to the Irrigation District) as most beneficial for power generation purposes at the plants of the respective parties hereto;

(iii) Whenever during any year any water stored in Donner Lake shall not be required in order to fulfill the requirements referred to in subparagraphs (i) and (ii) of this paragraph 3, the parties hereto may (if so agreed between them) release all or any part of the water so stored in said Lake in lieu of releases from Lake Tahoe, in accordance with the provisions of Subparagraph 4

of Paragraph (A) of Article III of the agreement dated July 1, 1935, commonly known as the Truckee River Agreement; and

(iv) The parties hereto agree from time to time to jointly give to the Water Master referred to in said Truckee River Agreement such directions as may be appropriate for the carrying out of the provisions of subparagraphs (i) and (ii) of this paragraph 3, and to take any and all other steps which may be reasonably necessary to that end.

4. All releases of water from Donner Lake made pursuant to subparagraphs (i) and (ii) of Paragraph 3 hereof shall be for the sole use and benefit of the parties hereto, and no other person or persons shall have any interest therein. This agreement is intended and shall be for the sole benefits of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed these presents the day and year in this agreement first above written.

SIERRA PACIFIC POWER COMPANY

By s/ F. A. Tracy

By s/ Harold P. Dayton
Asst. Secy

TRUCKEE-CARSON IRRIGATION DISTRICT

By s/ Geo. G. Miller
President

By s/ H. W. Emery
Secretary

Return

CALIFORNIA PACIFIC TITLE INSURANCE COMPANY

1148 Montgomery Street, San Francisco

2303 Broadway 66 North First St.
Redwood City San Jose

BRANCH AND ASSOCIATED OFFICES:

Alameda County
Oakland Title Insurance and Guaranty Company
Fillmore at Franklin St., Oakland

Contra Costa County
Johnson-Martinez Abstract and Title Company
Main St. Court St. Miramar

Marin County
San Rafael Land Title Company
1817 Fourth Street, San Rafael

Monterey County
Monterey County Title and Abstract Company
14 West Galton St., Salinas

Sacramento County
Capital City Title Company
501 J Street, Sacramento

Santa Clara County
California Pacific Title Insurance Company
66 North First St., San Jose

Santa Cruz County
California Pacific Title Company
12 Cooper Street, Santa Cruz

San Joaquin County
Election Abstract and Title Company
28 South San Joaquin St., Stockton

San Mateo County
California Pacific Title Insurance Company
23 83 Broadway, Redwood City

Sonoma County
Sonoma County Land Title Company
511 Exchange Ave., Santa Rosa

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D E E D

DONNER LAKE COMPANY, a
corporation,
First Party,

and

SIERRA PACIFIC POWER CO.,
a corporation,

and

TRUCKEE-CARSON IRRIGATION
DISTRICT, Second Parties.

FILED FOR RECORD AT REQUEST OF:

Inter-County Title Co.

at 35 min. past 12 o'clock

P.M. and duly recorded in

Book 437 of

Off. Recs. Page 129

Records of Recorder, Cal.

John E. Nettell
Recorder

Dated: May 3, 1943
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D E E D

DONNER LAKE COMPANY, a
corporation,
First Party,

and

SIERRA PACIFIC POWER COMPANY
a corporation,

and

TRUCKEE-CARSON IRRIGATION
DISTRICT, Second Parties

RECORDED AT THE REQUEST

Inter-County Title Co.

MAY 24, 1943

at 51 min. past 11 o'clock A.M.

in Book 82 of Official Records

page 243 et seq. Records of
Nevada County

JOHN E. NETTELL
Recorder

Dated: May 3, 1943

Fee \$2.60