

ORIGINAL

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
PICK-SLOAN MISSOURI BASIN PROGRAM

TEMPORARY ASSIGNMENT OF PROJECT WATER FROM
FRENCHMAN CAMBRIDGE IRRIGATION DISTRICT –
CONTRACT NO. 009D6B0122
TO
KANSAS-BOSTWICK IRRIGATION DISTRICT NO. 2 –
CONTRACT NO. 009D6B0120

THIS Assignment made this _____ day of _____, 2007, generally pursuant to the Act of June 17, 1902 (32 Stat. 388), and acts amendatory or supplementary thereto, all collectively hereinafter referred to as the Federal Reclamation laws, between the UNITED STATES OF AMERICA, hereinafter called the “United States” acting through the Secretary of the Interior, and the Frenchman-Cambridge Irrigation District, hereinafter called the “FCID”, an irrigation district organized and existing pursuant to the laws of the State of Nebraska, with its principal place of business and office at Cambridge, Nebraska; and Kansas-Bostwick Irrigation District No. 2, hereinafter called the “KBID”, an irrigation district organized and existing pursuant to the laws of the State of Kansas, with its principal place of business and office at Courtland, Kansas. The United States and the Districts hereinafter are referred to collectively as the “Parties”.

a. WHEREAS, the United States has constructed the Frenchman-Cambridge Division of the Pick-Sloan Missouri Basin Program (P-SMBP), Nebraska, and the Bostwick Division of the P-SMBP, Kansas, pursuant to the Act of December 22, 1944 (58 Stat. 887), as set forth in House Document 475 and Senate Document 191, as revised and coordinated by Senate Document 247, 78th Congress, Second Session, to provide benefits for irrigation, flood control, sediment control, fish and wildlife enhancement, and recreation; and

b. WHEREAS, the United States and the FCID have entered into Contract No. 009D6B0122, dated July 25th, 2000 for the furnishing of a project water supply, repayment and Operation, Maintenance and Replacement (OM&R) of the project water supply and distribution system; and

c. WHEREAS, the United States and KBID have entered into Contract No. 009D6B0120, dated July 25th, 2000 for the furnishing of a project water supply, repayment and OM&R of the project water supply and distribution system; and

d. WHEREAS, the United States has an interest in and legal responsibilities with respect to the temporary assignment of project water, and has an obligation to ensure the uses of project water are in accordance with authorized purposes, existing contracts, and use of Federal facilities.

e. WHEREAS, the FCID has entered into an agreement with the Republican River Basin Coalition dated _____, 2007 whereby the FCID has agreed that it will not utilize their existing project water supply for irrigation of FCID lands in water year 2007 that is available to the FCID from Harry Strunk Lake, and further agreed to release a specified amount of their existing project water supply from Harry Strunk Lake for use by KBID.

f. WHEREAS, the delivery, protection, and accounting of this water will be as directed by the Nebraska Department of Natural Resources, PROVIDING, HOWEVER, that the delivery, protection, and accounting of this water by the Nebraska Department of Natural Resources will not reduce or diminish the benefits to the Bostwick Irrigation District in Nebraska's water supply that they would have received under normal irrigation water deliveries from Harry Strunk Lake.

g. WHEREAS, the release of this water from Harry Strunk Lake will be made during the period of June 10, 2007 through September 1, 2007 in a manner that "mimics" normal irrigation season releases.

NOW, THEREFORE, in consideration of the mutual and dependent covenants herein contained, it is mutually agreed as follows:

1. This Assignment, as provided in Article 23 of Contract No. 009D6B0122 titled "Assignment Limited – Successors and Assigns Obligated" provides for the assignment of a specified amount of FCID's project water supply available from Harry Strunk Lake for the 2007 irrigation season to KBID.

2. This Assignment is a temporary, one-year assignment of the above-referenced water supply (2007 irrigation season ONLY).

3. It is specifically provided that the above-referenced project water supply is being made available for the irrigation of KBID project lands.

4. This Assignment will be in accordance with all other applicable Federal laws, including, but not limited to the National Environmental Policy Act and the Endangered Species Act, and must not impair the Secretary of Interior's trust obligation to Native Americans.

5. The FCID and the KBID, in carrying out this Assignment, shall comply with all applicable state, tribal, and local laws, including, but not limited to, those concerning appropriation, diversion, storage, and use of water and changes of water rights.

6. KBID agrees to utilize the project water made available under this Assignment for irrigation of its project lands.

7. All financial obligations, debt service, and payment of allocated OM&R costs to be paid by FCID and KBID to the United States under Contract No. 009D6B0122 and Contract No. 009D6B0120 will remain in full force and effect.

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

UNITED STATES OF AMERICA

By: _____
Michael J. Ryan
Regional Director

Frenchman-Cambridge Irrigation District

(SEAL)

President

Secretary

Kansas-Bostwick Irrigation District No. 2

(SEAL)

President

Secretary

NK-100

Roy Patterson, Superintendent
Frenchman-Cambridge Irrigation District
PO Box 116
Cambridge, NE 69022

Subject: Temporary Assignment of Project Water - Frenchman-Cambridge Irrigation District –
Frenchman-Cambridge Division, Pick-Sloan Missouri Basin Program, Nebraska

Dear Mr. Patterson:

Enclosed for your review and the District's execution are the original and two duplicate original "Temporary Assignment of Project Water from Frenchman-Cambridge Irrigation District to Kansas-Bostwick Irrigation District" involving water releases from Harry Strunk Lake during the 2007 irrigation season.

The following changes have been made to the draft Assignment that was sent to you on April 16, 2007:

Page 2: e. "WHEREAS" filled in name of "Republican River Basin Coalition."

Page 2: f. "WHEREAS" rewrote entire article. This rewrite is necessary to provide a basis for the environmental document that this office will be preparing for this Assignment, and will eliminate the need for referencing and attaching a formal letter from Nebraska Department of Natural Resources concerning the accounting and protection of the releases from Harry Strunk Lake.

Page 2: g. "WEREAS" article added. This was included for a basis for the environmental document that this office will be preparing for this assignment. Dates referenced coincide with those in the agreement between the Republican River Basin Coalition and your district.

Page 3: Article 5 was rewritten in response to concerns expressed by your attorneys during the May Board of Directors meeting.

Page 4: Article 6 was deleted in response to concerns expressed by your attorneys during the May Board of Directors meeting.

Please request the District's board to pass a Resolution approving this Assignment and authorizing the execution of the Assignment by the appropriate District officials. The executed original and duplicate original Assignments, and the Resolution should be provided to this office. After the Assignment has been executed by the Regional Director, a duplicate original will be provided to you.

If you have any questions or need additional information, please contact me at the above address or telephone 308-389-5304.

Sincerely,

Stephen F. Ronshaugen
Acting Area Manager

Enclosure

cc: Stan Goodwin, Attorney
PO Box 607
McCook, NE 69001

Lee Orton, Attorney
1233 Lincoln Mall, Suite 201
Lincoln, NE 68508

Ms. Ann Bleed
Director of Natural Resources
PO Box 94676
Lincoln, NE 68509-4676
(all with enclosure)

Bc: GP-3100 (TKinsey, LSmith)
NKAO: Hughson, Swanda, Kube
(All with enclosure)

WTR 4.0 FC