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THIS AGREEMENT, made this 29th day of May, A.D. 1924, between the THOMPSON FALLS POWER COMPANY, a Montana corporation, hereinafter called the "Power Company" and the CHICAGO, MILWAUKEE & ST. PAUL RAILWAY COMPANY, a Wisconsin corporation, hereinafter called the "Railway Company",

WITNESSETH:

WHEREAS, the Power Company is supplying to the Railway Company at Avery, Idaho, electric power for the operation of a portion of the railway line of the Railway Company, said power being so furnished by said Power Company pursuant to the terms and provisions of a certain agreement between the said parties dated February 11, 1913, and said agreement as supplemented and amended; and

WHEREAS, it was provided in the 16th paragraph of said agreement of February 11th, 1913, as follows, to-wit:

"SIXTEENTH. It is agreed that the Railway Company shall have the right to receive and use the power or current herein provided for in the operation of its railway, and for such other purposes as it may require electric power or current incidental to the operation of its said railway; but that it shall have no right, and it hereby agrees that it will not sell or dispose of any of the electric power which it is entitled to receive and use under the terms of this contract, to any other person or persons or corporation whatsoever, and that it will not, during the life of this contract, use or apply the said electric power or current to any use or purpose other than in connection with the operation of its said line of railway, shops, stations, coaling stations, icehouses and other railway uses, either power or lighting;" and

WHEREAS, School District No. 10, in the County of Shoshone, state of Idaho, which district includes the said Town of Avery, Idaho, has requested the Railway Company to permit it to take electric power from the Railway Company's lines in said city of Avery, for the purpose of lighting certain school houses and appurtenant buildings in the said town of Avery; and

WHEREAS, the Railway Company is willing to grant such permission, the power so supplied to said School District to be taken from the amount of power furnished to the Railway Company by the Power Company and to be paid for by the Railway Company pursuant to the provisions of said contract of February 11, 1913, as amended and supplemented, but to be furnished by the Railway Company to said School District without charge therefor.

NOW THEREFORE, the Power Company hereby consents that the Railway Company may furnish such power to said School District No. 10 at Avery, Idaho, as a donation by the Railway Company to said School District. And the furnishing of such power to said School District by said Railway Company shall not be deemed or considered as a violation of the provisions of said contract of February 11th, 1913.

IN WITNESS WHEREOF, the parties hereto have caused these articles to be executed by their proper officers thereunto authorized. Done in duplicate originals the day and year first herein written.

THOMPSON FALLS POWER COMPANY,

By F. M. Kerr
Vice President

Attest:

S. P. Hogan
Secretary

CHICAGO, MILWAUKEE & ST. PAUL RAILWAY COMPANY,

By H. E. Byram
President

Attest:

T. H. Bartness
Secretary

Approved for Execution: H. B. Earling, Vice President
Form Approved: F. M. Dudley, General Attorney.

(j)