FORM 202 03/10 Print form as a 2 page, single-sided document

- AMENDED -

RECEIVED
JAN 15 2013
DEPARTMENT OF WATER RESOURCES

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Ident. No. 21-7580

APPLICATION FOR PERMIT

To appropriate the public waters of the State of Idaho

1. Name of applicant(s) Idaho Water Resource Board Phone (208)287-4800
   Name connector (check one): ☐ and ☐ or ☐ and/or
   Mailing address: PO Box 83720 City Boise
   State ID Zip 83720-0098 Email: iwrb-info@idwr.idaho.gov
2. Source of water supply Henrys Fork which is a tributary of Snake River
3. Location of point(s) of diversion:

Twp	Rge	Sec	Govt Lot	¼	¼	¼	County	Source	Local name or tag #
							SEE		
							ATTACHMENT		

4. Water will be used for the following purposes:
   Amount 94 (cfs or acre-feet per year) for Recharge purposes from 1/1 to 12/31 (both dates inclusive)
   Amount _____ (cfs or acre-feet per year) for _____ purposes from _____ to _____ (both dates inclusive)
   Amount _____ (cfs or acre-feet per year) for _____ purposes from _____ to _____ (both dates inclusive)
   Amount _____ (cfs or acre-feet per year) for _____ purposes from _____ to _____ (both dates inclusive)
5. Total quantity to be appropriated is (a) 94 cubic feet per second (cfs) and/or (b) _____ acre-feet per year (af).
6. Proposed diverting works:
   a. Describe type and size of devices used to divert water from the source. Headgates on canals as shown on Attachment
   b. Height of storage dam _____ feet; active reservoir capacity _____ acre-feet; total reservoir capacity _____ acre-feet. If the reservoir will be filled more than once each year, describe the refill plan in item 11.
   For dams 10 feet or more in height OR reservoirs with a total storage capacity of 50 acre-feet or more, submit a separate Application for Construction or Enlargement of a New or Existing Dam. Application required? ☐ Yes ☐ No
   c. Proposed well diameter is _____ inches; proposed depth of well is _____ feet.
   d. Is ground water with a temperature of greater than 85°F being sought? ☐ Yes ☐ No
   e. If well is already drilled, when? _____; drilling firm _____;
   Well was drilled for (well owner) _____; Drilling Permit No. _____.
7. Description of proposed uses (if irrigation only, go to item 8):
   a. Hydropower; show total feet of head and proposed capacity in kW. _____
   b. Stockwatering; list number and kind of livestock. _____
   c. Municipal; show name of municipality or the applicant's qualifications as a municipal provider. _____
   d. Domestic; show number of households _____
   e. Other; describe fully. Aquifer recharge

SCANNED
JAN 24 2013

-AMENDED-

8. Description of place of use:

   a. If water is for irrigation, indicate acreage in each subdivision in the tabulation below.

   b. If water is used for other purposes, place a symbol of the use (example: D for Domestic) in the corresponding place of use below. See instructions for standard symbols.

TWP	RGE	SEC	NE				NW				SW				SE				TOTALS
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	

Total number of acres to be irrigated: _____

9. Describe any other water rights used for the same purposes as described above. Include water delivered by a municipality, canal company, or irrigation district. If this application is for domestic purposes, do you intend to use this water, water from another source, or both, to irrigate your lawn, garden, and/or landscaping? _____

10. a. Who owns the property at the point of diversion? Canal companies

    b. Who owns the land to be irrigated or place of use? Shareholders of canal companies

    c. If the property is owned by a person other than the applicant, describe the arrangement enabling the applicant to make this filing: The property owners within the place of use are shareholders in the designated canal companies

11. Describe your proposal in narrative form, and provide additional explanation for any of the items above. Attach additional pages if necessary. The application is for recharge within the canals themselves.

12. Time required for completion of works and application of water to proposed beneficial use is 5 years (minimum 1 year).

13. **MAP OF PROPOSED PROJECT REQUIRED -** Attach an 8½" x 11" map clearly identifying the proposed point of diversion, place of use, section #, township & range. A photocopy of a USGS 7.5 minute topographic quadrangle map is preferred.

The information contained in this application is true to the best of my knowledge. I understand that any willful misrepresentations made in this application may result in rejection of the application or cancellation of an approval.

Roger Chase
Signature of Applicant

ROGER CHASE, CHAIRMAN, IWRB
Print Name (and title, if applicable)

Signature of Applicant

Print Name (and title, if applicable)

For Department Use:

Received by _____ Date _____ Time _____ Preliminary check by _____

Fee $ _____ Receipted by _____ Receipt No. _____ Date _____

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DEPARTMENT OF
WATER RESOURCES

Ident. No. 21-7580

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR PERMIT

To appropriate the public water of the State of Idaho

1. Name: STATE OF IDAHO
IDAHO WATER RESOURCE BOARD
322 E FRONT ST
PO BOX 83720
BOISE ID 83720-0098
(208)287-4800

2. Source: HENRYS FORK Tributary to: SNAKE RIVER

3. Location of Point of Diversion:
#1 HENRYS FORK NW1/4SE1/4 Sec. 14, Twp 08N, Rge 41E, B.M.
FREMONT County

4. Water will be used for the following purposes:

Purpose	From	To	RATE OF DIVERSION	ANNUAL VOLUME
GROUND WATER RECHARGE	1/01	12/31	94.00 CFS	

5. Total quantity to be appropriated is: 94.00 CFS

6. Proposed diverting works:

POINT OF DIVERSION #1
a. Type and size of devices used to divert water from the source: HEADWORKS OF LAST CHANCE CANAL WITHIN EGIN BENCH CANALS SYSTEM.
b. Height of storage dam _____ feet;
Active reservoir capacity _____ acre-feet;
Total reservoir capacity _____ acre-feet;.
c. Proposed well diameter is _____ inches;
Proposed depth of well is _____ feet.
d. Is ground water with a temperature of greater than 85F being sought?
e. If well is already drilled, when? _____;
Drilling Firm _____;
Drilling Permit No. _____.

7. Time required for the completion of the works and application of the water to the proposed beneficial use is 5 year(s).

8.

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STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

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PLACE OF USE: GROUND WATER RECHARGE

Twp Rge Sec	NE				NW				SW				SE				Totals
	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
06N 38E 1																X	
06N 38E 25											X						
06N 38E 26									X		X	X			X	X	
06N 38E 34	X			X													
06N 38E 35	X	X	X		X	X	X	X									
06N 38E 36						X											
06N 39E 5	X L1	X L2	X	X	X L3	X L4	X	X	X	X	X	X	X	X	X	X	
06N 39E 6	X L1	X L2	X	X	X L3	X L4	X L5	X	X	X L6	X L7	X	X	X	X	X	
06N 39E 7	X	X	X	X	X	X L1	X L2	X	X	X L3	X L4	X	X	X	X	X	
06N 39E 8	X	X	X		X	X	X	X	X	X	X	X		X			
06N 39E 17			X L2		X	X	X	X L3	X L4	X	X	X L5					
06N 39E 18	X	X	X	X									X	X	X	X	
06N 39E 19	X	X															
06N 39E 20						X L4											
06N 39E 30		X L8															
07N 38E 24				X			X		X	X	X	X	X			X	
07N 38E 25	X												X			X	
07N 38E 36	X			X									X				
07N 39E 1	X L1	X L2	X	X	X L3	X L4	X	X	X	X	X	X	X	X	X	X	
07N 39E 2			X	X			X	X	X	X	X	X	X	X	X	X	
07N 39E 3			X	X				X	X	X	X	X	X	X	X	X	
07N 39E 4									X	X	X	X		X	X	X	
07N 39E 5											X	X	X	X	X	X	
07N 39E 7																X	
07N 39E 8	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	

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07N 39E 9	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
07N 39E 10	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
07N 39E 11	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
07N 39E 12	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
07N 39E 13	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
07N 39E 14	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
07N 39E 15	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
07N 39E 16	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
07N 39E 17	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
07N 39E 18	X			X									X	X	X	X
07N 39E 19	X	X	X	X	X		X L 2	X	X	X L 3	X L 4	X	X	X	X	X
07N 39E 20	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
07N 39E 21	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
07N 39E 22	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
07N 39E 23	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
07N 39E 24	X	X	X	X	X	X	X	X	X	X	X	X L 3	X L 1	X		X L 2
07N 39E 25						X L 1										
07N 39E 26	X L 1					X										
07N 39E 27	X	X			X	X	X	X		X						
07N 39E 28	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
07N 39E 29	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
07N 39E 30	X	X	X	X	X	X L 1	X L 2	X	X	X L 3	X L 4	X	X	X	X	X
07N 39E 31	X	X	X	X	X	X L 1	X L 2	X	X	X L 3	X L 4	X	X	X	X	X
07N 39E 32	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
07N 39E 33	X	X	X	X	X	X	X	X	X	X						
07N 40E 1						X L 4				X L 5						
07N 40E 2	X L 1	X L 2	X	X	X L 3	X L 4	X	X	X	X	X	X		X	X L 5	X L 6
07N 40E 3	X L 1	X L 2	X	X	X L 3	X L 4	X	X	X	X	X	X	X	X	X	X

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07N 40E 4	X L1	X L2	X	X	X L3	X L4	X	X	X	X	X	X	X	X	X	X
07N 40E 5	X L1	X L2	X	X	X L3	X L4	X	X	X	X	X	X	X	X	X	X
07N 40E 6	X L1	X L2	X	X	X L3	X L4	X L5	X	X	X L6	X L7	X	X	X	X	X
07N 40E 7	X	X	X	X	X	X L1	X L2	X	X	X L3	X L4	X	X	X	X	X
07N 40E 8	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
07N 40E 9	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X L2	X L1
07N 40E 10	X	X			X	X	X	X	X L18	X	X L4	X L19				
07N 40E 11					X L1	X L2										
07N 40E 15						X L6										
07N 40E 16		X			X		X L3	X L15								
07N 40E 17	X	X	X	X L1	X	X	X	X	X	X	X L4	X L3			X L2	
07N 40E 18	X	X	X	X	X	X L1	X L2	X	X	X L3	X L4	X	X	X	X L5	X L6
07N 40E 19						X L1		X L2		X L3						
07N 41E 5						X L5										
07N 41E 6	X L1	X L2			X L3	X L4										
08N 39E 25															X	X
08N 39E 36	X	X	X	X							X	X	X	X	X	X
08N 40E 21												X			X	X
08N 40E 22											X	X			X	
08N 40E 23			X					X	X	X	X	X	X	X	X	X
08N 40E 24											X					
08N 40E 25		X	X		X	X	X	X	X	X	X	X			X	X
08N 40E 26	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
08N 40E 27	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
08N 40E 28	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
08N 40E 29			X	X			X		X	X	X	X	X	X	X	X
08N 40E 30	X	X	X	X					X		X L4	X	X	X	X	X
08N 40E 31	X	X	X	X	X	X L1	X L2	X	X	X L3	X L4	X	X	X	X	X

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08N 40E 32	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
08N 40E 33	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
08N 40E 34	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
08N 40E 35	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
08N 40E 36	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
08N 41E 5		X L2	X	X	X L3	X L4	X	X	X	X	X	X	X	X	X	X
08N 41E 6													X			X
08N 41E 7	X			X									X			
08N 41E 8	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
08N 41E 14												X		X	X L4	
08N 41E 16					X	X	X	X	X	X	X	X				
08N 41E 17		X	X	X	X	X	X	X	X	X			X	X		X
08N 41E 18	X			X									X			
08N 41E 20																X
08N 41E 21									X	X	X	X		X	X	X
08N 41E 22				X							X	X	X L3	X	X L2	
08N 41E 23								X L6		X L5						
08N 41E 27		X L7			X	X	X	X L6			X L5					
08N 41E 28	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X L1
08N 41E 29	X		X	X			X	X	X	X	X	X	X	X	X	X
08N 41E 30													X		X	X
08N 41E 31	X	X	X	X	X	X L1	X L2	X	X	X L3	X L4	X	X	X	X	X
08N 41E 32	X	X	X	X L6	X	X	X	X	X L4	X		X		X L5		
08N 41E 33					X L7	X	X L6									X L8
09N 41E 32												X			X	

9a. Who owns the property at the point of diversion? If other than applicant, describe the arrangement enabling the applicant to make this filing.
Refer to 9b.

Ident. No. 21-7580

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9b. Who owns the land to be irrigated or place of use? If other than applicant, describe the arrangement enabling the applicant to make this filing.

The point(s) of diversion and place(s) of use described by the application are owned by the collaborating recharge partner, in this case the Freemont Madison Irrigation District and its members, which owns the headgate(s) and water conveyance system(s) in which recharge will occur. An example contract agreement for recharge between the Board and the FMID is included with this application detailing typical arrangements for recharge.

10. Remarks: Refer to attached narrative for overview of application resubmittal and the Board's recharge practices.

11. Map of proposed point of diversion and place of use attached? [yes]

BE IT KNOWN that the undersigned hereby makes application for permit to appropriate the public waters of the State of Idaho as herein set forth.

Roger Chase

Applicant

Received by CLS Date 1-15-13 Time _____ Preliminary check by CLS
Publication prepared by _____ Date _____ Published in _____
Publication approved _____ Date _____

Receipt No.
Date: _____

Receipted by: _____

AGREEMENT FOR FURTHER DEVELOPMENT OF EGIN LAKES RECHARGE SITE

BETWEEN THE IDAHO WATER RESOURCE BOARD AND FREMONT- MADISON IRRIGATION DISTRICT

CONTRACT No. CON00932

THIS AGREEMENT is made and entered into this 25th day of JUNE, 2012, by and between the IDAHO WATER RESOURCE BOARD (Board) and Fremont-Madison Irrigation District (FMID).

RECITALS

A. In a letter dated March 12th, 2010 the FMID Executive Director notified the Board of its proposal to further develop the Egin Lakes managed recharge site.

B. Board Resolution "Attachment 05, Meeting No. 9-10", dated September 24th, 2010, authorized the conditional expenditure of funds for partial payment of costs associated with development work at the Egin Lakes recharge site, in line with the proposal addressed in FMID's March 12th, 2010, in an amount not to exceed forty thousand dollars ($40,000.00).

NOW, THEREFORE, in consideration of the mutual covenants and contracts herein contained, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. DESIGNATION OF PROJECT MANAGERS

A. The Board's Project Manager shall be NEIL FARMER, of the Idaho Department of Water Resources. The Director of the Department may change the Board's Project Manager at any time by written notice served on FMID.

B. FMID'S Project Manager shall be DALE SWENSEN, Executive Director, FMID.

2. STATEMENT OF PURPOSE

The purpose of this agreement is to reimburse FMID for up to 40% of its documented costs incurred to complete the work scope included in its "Proposal – Expansion of the Egin Lakes Recharge Project, Concept for Expansion ..... Phase 2 – Investigate Expansion" a part of FMID's March 12th, 2010 letter to the Board and attached hereto and labeled as Exhibit A.

3. SCOPE OF WORK TO BE PERFORMED

A. FMID shall use Board provided funds for partial payment of a program to investigate expansion of the Egin Lakes recharge site, as described in the work scope in Phase 2 of its March 12th, 2010 proposal.

B. FMID shall commence activities to accomplish the work scope items no later than 30 days after the execution of this Agreement.

4. COMPENSATION AND INVOICES

FMID shall submit an invoice for all the items completed in the Phase 2 project. The Board shall reimburse FMID an amount up to 40% of the total cost for Phase 2 provided that total reimbursement from the Board does not exceed forty thousand dollars ($40,000.00). FMID shall submit an invoice to the Board within 30 days after completion of work, but no later than December 1st, 2012. Under no circumstance shall the Board's payment to FMID exceed 40% of the invoiced total for the Phase 2 project cost or forty thousand dollars ($40,000.00), whichever amount is less. The Board shall approve the invoice and provide payment within 30 days from the receipt of the invoice.

5. DELIVERABLE

FMID shall submit a detailed report of work accomplished and findings of investigations of the Phase 2 work scope with the invoice as described above. .

6. TERM

This agreement shall take effect when both parties have signed it, and shall continue in effect until all work is completed or December 31, 2012. This agreement may be amended by mutual consent of the parties.

7. GENERAL TERMS AND CONDITIONS

FMID shall abide by all applicable terms and conditions contained in the Standard Contract Provisions, Idaho Water Resource Board, attached hereto as "Attachment A" and incorporated herein by this reference.

8. DUPLICATE ORIGINAL

This contract is executed in duplicate. Each of the documents with an original signature of each party shall be an original.

IN WITNESS WHEREOF, the parties have executed this Contract on the date following their respective signatures.

IDAHO WATER RESOURCE BOARD

25 June 2012

Brian Patton
Bureau Chief

Date

FREMONT – MADISON IRRIGATION DISTRICT

15 June 2012

Dale Swensen, Executive Director

Date

EXHIBIT "A"

FREMONT MADISON IRRIGATION DISTRICT

•P.O. Box 15, St. Anthony, Idaho 83445 • Telephone 208-624-3381 • Facsimile 208-624-3990

March 12, 2010

Mr. Terry T. Uhling, Chairman
Idaho Water Resource Board
P.O. Box 83720
Boise, ID 83720-0098

Dear Chairman Uhling:

Please find attached a proposal from Fremont-Madison Irrigation District to further develop the managed recharge site known as Egin Lakes. Fremont-Madison Irrigation District will commit $15,000 toward the total estimated cost of the project. The Eastern Idaho Water Rights Coalition is also assisting us in obtaining additional funding from municipalities and groundwater users to support this project.

This managed recharge site has been used for recharge since the early 1970's and has shown promise to be an effective site to place water into the ESPA. The efforts of the past two years by IDWR, the Eastern Idaho Water Rights Collation, and Fremont-Madison Irrigation District have given new up-to-date information on this site that indicates a substantial portion of the water entering the aquifer at this site travels west and south away from the river. This point of entry into the ESPA will benefit not only the upper valley, but eventually the entire ESPA. The purpose of the next phase of the proposal (phase two) is to improve the site and the delivery system to the site, further evaluate these findings, and provide the necessary monitoring for the project.

As enthusiastic supporters of CAMP it is our hope that this project will be funded.

Sincerely,

/s/

Dale L. Swensen
Executive Director

sent via email to: hal.anderson@idwr.idaho.gov
jbartsch@mediate.org

EXHIBIT "A"

Proposal – Expansion of the Egin Lakes Recharge Project

March 12, 2010

Concept for Expansion of the Egin Lakes Recharge Project

a. Phase 1 – Completed
   - i. Proof of concept
   - ii. Initial approval of site for managed recharge from BLM achieved
   - iii. Resulted in recharge of about 20,000 acre-feet of water in 2008 and 2009
   - iv. Already being used for recharge in 2010

b. Phase 2 – Investigate expansion (summer of 2010)
   - i. Establish a rigorous water measurement network: $10K
   - ii. Establish a new monitoring well: $15K
   - iii. Perforate existing monitoring well: $5K
   - iv. Camera existing monitoring wells: $5K
   - v. Conduct a dye test on Hidden Lake and conduct additional geohydrologic analyses (faults, water flows, pump tests, ground water level measurements, etc.): $10K
   - vi. Conduct an engineering review of enlargement of recharge canal delivery system: $10K
   - vii. Clean existing recharge system: $20K
   - viii. Review easements of the recharge canal delivery system: $1K
   - ix. Conduct water quality monitoring: $5K
   - x. Conduct document search: $4K
   - xi. Review and coordinate water rights: $5K
     1. IWRB recharge water rights
     2. Storage from Fremont Madison Irrigation District and others
     3. Other
   - xii. Contingencies: $10K
   - xiii. Total: $100K

c. Phase 3 – Implement expansion (fall and winter of 2010) (Based on results of Phase 2) if feasible:
   - i. Enlarge recharge canal and facilities $300K
   - ii. Obtain additional approvals from BLM (as required – consider a land exchange)
   - iii. Continue monitoring program: $40K
   - iv. Diversion for recharge: Spring of 2011

STANDARD CONTRACT PROVISIONS
IDAHO WATER RESOURCE BOARD

I. DEFINITIONS

A. "Project Coordinator" shall mean that person appointed by the Board to administer this Contract on behalf of the Board and the term includes, except as otherwise provided in this Contract, an authorized representative of the Project Coordinator acting within the limits of his authority.

B. "Subcontractor" shall mean one, not in the employment of any party to this Contract, who is performing all or part of those services under this Contract under contract. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

II. PROJECT COORDINATION

A. All communications given to a party's Project Coordinator shall be as binding as if given to the party.

B. The Board or anyone authorized to act on its behalf, may change the Board's Project Coordinator at any time by written notice served on the Contractor. This entity may change its Project Coordinator by prior written notice served on the Board.

C. The Contractor's Project Coordinator shall be the entity's representative for administration of this Contract and shall have full authority to act on behalf of the Contractor, unless specified otherwise in the main body of the Contract.

III. LIMITATION OF PROGRAM FUNDS

A. The Contractor acknowledges that the Board cannot obligate funds prior to obtaining funding approval.

B. The Board certifies that state or federal funds are presently available and authorized for expenditure to pay the portion of costs which will accrue during the current state or federal fiscal year or applicable grant period.

C. The Contractor agrees that all obligations of the Board, including the continuance of payments under this Contract, are contingent upon the availability and continued appropriation of funds. In the event state or federal funds become unavailable as determined by the Board, the Board may immediately terminate this Contract or amend it accordingly. In no event shall the Board be liable for any payments in excess of approved or appropriated funds available for this project.

IV. TERMINATION FOR CONVENIENCE

A. The Board may terminate for its convenience this Contract in whole or in part. In such event, the Board shall serve a written Notice of Termination on the Contractor by deposit in the United States mail, certified mail, return receipt requested, with proper postage affixed. Notice of Termination shall be deemed served upon its receipt.

B. The Contractor shall not incur after the date of service of the Notice of Termination any noncancellable obligations, except as authorized in the written Notice of Termination.

C. A Notice of Termination shall be effective for professional and other services authorized in the Contract on the date of service of Notice of Termination.

D. If a Termination for the convenience of the Board is effected, an equitable adjustment in the payments authorized in this Contract shall be made. Such adjustments shall provide for payment to the Contractor for services rendered prior to the effective date of termination of the Contract and for all noncancellable obligations incurred prior to receipt of a Notice of Termination.

E. In the event of termination, both the Board and the Contractor shall submit a Final Report detailing all completed work on service required by this Contract.

V. TERMINATION FOR DEFAULT

A. In addition to any termination of this Contract in accordance with Paragraph IV hereof, the Board may terminate this Contract in whole or in part because of the failure of the Contractor to fulfill its obligations. Upon receipt of such termination by the Board, the Contractor shall immediately discontinue all services affected. Oral notice of termination by the Board is effective when given, but in such a case, the Board shall confirm with written Notice of Termination by deposit in the United States mail, certified mail, return receipt requested.

B. If a termination for default is effected, an equitable adjustment in the payments authorized in this Contract shall be made. Such adjustments shall provide for payment to the Contractor for services rendered prior to the effective date of termination of the Contract and for all noncancellable obligations incurred prior to receipt of a Notice of Termination.

C. The rights and remedies of the Board provided in this Contract are in addition to any other rights and remedies provided by law or under this Contract.

VI. INDEMNIFICATION

Contractor shall indemnify, defend and save harmless the Board and the State of Idaho, its officers, agents and employees from and against any and all liability, claims, damages, losses, expenses, actions, attorneys' fees and suits whatsoever caused by or arising out of Contractor's negligent or wrongful performance, acts or omissions under this Contract or Contractor's failure to comply with any state or federal statute, law, regulation or rule, provided, however, that the Board shall not be relieved hereby from liability for its own negligence and that of its employees. Nothing contained herein shall be deemed to constitute a waiver of the State's sovereign immunity, which immunity is hereby expressly reserved.

VII. NO PERSONAL LIABILITY

Contractor specifically understands and agrees that in no event shall any official, officer, employee or agent of the Board be personally liable for any representation, statement, covenant, warranty or obligation contained in, or made in connection with, this Contract, express or implied.

VIII. TAXES

The Contractor, with respect to its employees and those of its subcontractors, if any, shall pay, indemnify and hold the Board harmless from the payment of all taxes and contributions imposed by federal and state laws, including social security taxes, with respect to said employees and their remunerations, including all interest and penalties payable under said laws as the result of noncompliance therewith.

IX. WORKER'S COMPENSATION INSURANCE

Unless the Contractor is exempt under the provisions of I.C. § 72-212, the Contractor warrants that it has purchased worker's compensation insurance for Contractor and all employees engaged in the performance of this Contract and shall provide the Board with a Certificate of Insurance to verify the same within 15 days of the execution of this Contract. The Contractor shall notify the Board's Project Coordinator within five (5) days of any change in the status of its worker's compensation insurance.

X. INSURANCE

Contractor shall obtain and maintain insurance at its own expense as required herein for the duration of the Contract with insurance companies properly licensed to do business in Idaho. The Contractor shall provide certificates of insurance or certified endorsements as applicable for the insurance required. All insurance, except for Workers Compensation, and Professional Liability/Errors and Omissions shall name the Board and the State of Idaho as Additional Insured. Contractor shall maintain insurance in amounts not less than the following:

1. Commercial General Liability (CGL) with a limit of not less than $1,000,000 each occurrence, and $1,000,000 annual aggregate, if defense is outside the limits. If defense is inside the limits, the limit must be $2,000,000 each occurrence, and $2,000,000 aggregate.

2. Automobile Liability including owned, non-owned, and hired liability with a limit of not less than $1,000,000 each occurrence, and $1,000,000 aggregate.

3. Professional liability insurance covering any damages caused by an error, omission or any negligent acts. Combined single limit per occurrence shall not be less than $1,000,000 or the equivalent. Annual aggregate limit shall not be less than $1,000,000.

XI. RELATIONSHIP OF THE PARTIES

A. The parties intend to create by the terms of this Contract an independent contractor relationship between the Department and the Contractor.

B. The parties do not intend to create by the terms of this Contract the relationship of employer and employee. Contractor's status under this Agreement shall be that of an independent contractor and not that of an agent or employee of the state. Contractor shall be responsible for paying all employment-related taxes and benefits, such as federal and state income tax withholding, social security contributions, worker's compensation and unemployment insurance premiums, health and life insurance premiums, pension contributions and similar items. Contractor shall indemnify the State and hold it harmless from any and all claims for taxes (including but not limited to social security taxes), penalties, attorneys' fees and costs that may be made or assessed against the State arising out of Vendor's failure to pay such taxes, fees or contribution.

XII. ASSIGNMENT OF BENEFITS AND DELEGATION OF DUTIES

A. The Contractor shall not delegate any duties under this Contract or assign any benefits, including any moneys due or to become due hereunder, without the prior written consent of the Board.

B. In the event a delegation of duties or an assignment of benefits is approved by the Board, the Contractor shall remain responsible and agrees to bind every such delegate or assignee to comply with the terms and conditions of this Contract.

XIII. WAIVER, MODIFICATION OR AMENDMENT

No waiver, modification, or amendment of this Contract or of any covenants, conditions or limitations herein contained shall be valid unless in writing duly executed by both parties and the parties further agree that the provisions of this section may not be waived, modified, or amended except as herein set forth.

XIV. PUBLIC RECORDS

Pursuant to Idaho Code section 9-335, et seq., information or documents received from the Contractor may be open to public inspection and copying unless exempt from disclosure. The Contractor shall clearly designate individual documents as "exempt" on each page of such documents and shall indicate the basis for such exemption. The Board will not accept the marking of an entire document as exempt. In addition, the Board will not accept a legend or statement on one (1) page that all, or substantially all, of the document is exempt from disclosure. The Contractor shall indemnify and defend the Board against all liability, claims, damages, losses, expenses, actions, attorney fees and suits whatsoever for honoring such a designation or for the Contractor's failure to designate individual documents as exempt. The Contractor's failure to designate as exempt any document or portion of a document that is released by the Board shall constitute a complete waiver of any and all claims for damages caused by any such release.

XV. RIGHTS IN DATA

A. The Contractor agrees that all data, plans, drawings, specifications, reports, operating manuals, notes and other written documents produced in the performance of this Contract or in contemplation thereof, are owned by and are for the exclusive use of the Board and are subject to the rights of the Board set forth in this section.

B. The Board shall have the right to reproduce, publish and use all such documents or any part thereof, in any manner and for any purposes whatsoever and to authorize others to do so.

C. The Board agrees to identify the Contractor or designate appropriate authorship, on all materials reproduced and published that are a direct product of the work performed under this Contract.

XVI. RETENTION OF RECORDS AND ACCESS TO FACILITIES, PREMISES AND RECORDS

A. The Contractor shall establish and maintain project budget accounts and records for work and services required by this Contract in accordance with generally accepted accounting principles and practices. Records shall be retained by the Contractor throughout the term of this Contract and for a period of five (5) years following final settlement.

B. At all reasonable times during the term of this Contract and for a period of five (5) years following final settlement, the Department, State of Idaho, and their authorized representatives shall have access at the Contractor's offices to its records related to the services performed under

this Contract for the purposes of inspection, audit and copying by the Department, State of Idaho, and their authorized representatives.

XVII. ATTORNEYS' FEES

Notwithstanding any statute to the contrary, in the event of a legal proceeding of any kind instituted under this Contract or to obtain performance of any kind under this Contract, the prevailing party shall be awarded such additional sums as the court may adjudge for reasonable attorneys' fees and to pay all costs and disbursements incurred in such proceeding.

XVIII. FORCE MAJEURE

Neither party shall be liable for or deemed to be in default for any delay or failure to perform under this Contract if such delay or failure to perform results from an act of God, civil or military authority, act of war, riot, insurrection or other occurrence beyond that party's control. In such case, the intervening cause must not be caused by the party asserting it and the excused party is obligated to promptly perform in accordance with the terms of this Contract after the intervening cause ceases.

XIX. ILLEGAL ALIENS

Contractor warrants it does not knowingly hire or engage any illegal aliens or persons not authorized to work in the United States; it takes steps to verify that it does not hire or engage any illegal aliens or persons not authorized to work in the United States; and, that any misrepresentation in this regard or any employment of persons not authorized to work in the United States constitutes a material breach of this Contract and shall be cause for termination.

XXI. ENTIRE AGREEMENT

This Contract sets forth all the covenants, provisions, agreements, conditions and understandings between the parties, and there are no covenants, provisions, agreements, conditions or understandings, oral or written, between them other than are herein set forth.

XXII. SEVERABILITY

If any part of this Contract is declared invalid or becomes inoperative for any reason, such invalidity or failure shall not affect the validity and enforceability of any other provision.

XXIII. NO WAIVER

The failure by one party to require performance of any provision shall not affect that party's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this Contract shall be construed as or deemed to be a waiver of any subsequent breach or default.

XXIV. EFFECT OF SECTION HEADINGS

The section headings appearing in this Contract are not to be construed as interpretations of the text but are inserted for convenience and reference only.

XXV. GOVERNING LAW

This Contract shall be governed as to validity, construction and performance by the laws of the State of Idaho and the parties hereto consent to the jurisdiction of the state courts of Ada County in the state of Idaho. The venue of any action brought by any parties to this Contract shall be in a State of Idaho District Court.

XXVI. **NOTICES**

All notices shall be in writing and sent certified mail, postage prepaid, return receipt requested to:

Idaho Water Resource Board
Attn: Janet Garrett
P O Box 83720
Boise, ID 83720-0098

WATER CONVEYANCE CONTRACT

BETWEEN THE IDAHO WATER RESOURCE BOARD AND THE FREMONT-MADISON IRRIGATION DISTRICT

CONTRACT No. CON00920

THIS AGREEMENT is made and entered into this 28th day of March, 2012, by and between the IDAHO WATER RESOURCE BOARD (Board) and the FREMONT-MADISON IRRIGATION DISTRICT (FMID).

RECITALS

A. The Board was created under Article XV, Section 7 of the Constitution of the State of Idaho, with the power to construct and operate water projects.

B. The Board has approved expenditures for aquifer recharge in 2012. Any unspent balance may be used to fund recharge conveyance in future years.

C. FMID operates and maintains an irrigation delivery system.

D. The Board and FMID seek to enter into a contract for the delivery of water into the FMID system for the purpose of aquifer recharge to assist with implementing the Eastern Snake Plain Comprehensive Aquifer Management Plan (CAMP).

NOW, THEREFORE, in consideration of the mutual covenants and contracts herein contained, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. DESIGNATION OF PROJECT MANAGERS

A. The Board's Project Manager shall be Bill Quinn, of the Idaho Department of Water Resources. The Director of the Department may change the Board's Project Manager at any time by written notice served on FMID.

B. FMID's Project Manager shall be Dale Swensen, FMID.

2. STATEMENT OF PURPOSE

The purpose of this Contract is to provide the conditions for the delivery of water into the FMID Canal for the purposes of managed recharge to assist with implementing the Eastern Snake Plain CAMP.

3. SCOPE OF WORK TO BE PERFORMED

A. FMID shall deliver the Board's recharge water right (01-7054) or other waters that may be legally available to the Board for aquifer recharge at the request of the Board and when in priority as determined by the Watermaster of Water District 1, pursuant to Exhibit A, Notice to Proceed, attached hereto labeled as Exhibit A and incorporated by this reference. Recharge may occur before, during or after the delivery of irrigation water.

B. The quantity authorized to be diverted and the time period for recharge will be established in the Notice to Proceed, except that FMID may reduce or cease delivery of Board's water at its discretion to provide for the needs of its shareholders.

C. No diversion of recharge water shall occur until a Notice to Proceed has been issued by the Board specifically authorizing the date to begin diverting water for recharge and the quantity of water to be diverted.

D. FMID will provide an accounting of the Board's water delivered to its canal system including an accounting of any of the Board's water not recharged and spilled back to the Snake River. The canal manager or his designee shall report recharge flows to the Board's Project Manager on a regular basis but no less than once weekly during recharge operations. In the event that a report is not filed for two consecutive weeks, the Board will impose a penalty as specified in Section 4. D. herein. In computing accomplished recharge, a conversion factor of 1.9835 acre-feet per day (a-f/d) per cubic feet per second (cfs) shall be used. Miner's inches shall be defined as 50 inches equal to 1 cfs. Discrepancies in flow or volume measurements between the Board and the FMID shall be resolved before payment will be made.

E. There shall be an acceptable method of measuring delivered water and any spilled water.

F. If spill from the canal system occurs while only the Board's recharge right or other waters specifically identified for recharge purposes are being diverted, the spilled water shall be subtracted from the volume of diverted water. The spilled recharge water shall not be credited as accomplished recharge.

G. If spill from the canal system occurs while diversions for irrigation and recharge are occurring, the spilled water shall be assumed to be in the same proportion of irrigation to recharge as is diverted into the system. The spilled recharge water shall not be credited as accomplished recharge.

H. In the event that the Board's recharge right or other waters identified for recharge purposes are not in priority during 2012 no deliveries shall be made by the FMID.

I. For the duration of this contract, FMID shall remain an active participant in the Eastern Snake Plain Comprehensive Aquifer Management Plan (ESPA CAMP) process through its representatives to the ESPA CAMP Implementation Committee and shall not actively oppose the ESPA CAMP process.

J. To the extent possible, the Board shall manage geographical distribution of recharge in accordance with the ESPA CAMP goals.

4. COMPENSATION AND INVOICES

A. The Board shall pay the FMID three dollars ($3.00) per acre-foot for accomplished recharge, up to an amount not to exceed thirty-six thousand, five hundred dollars ($36,500).

B. No payment is authorized under this Contract unless a Notice to Proceed has been issued by the Board specifically authorizing the date to begin diverting water for recharge and the quantity of water to be diverted.

C. The amount of water recharged shall be calculated as the amount of the Board's recharge water or other waters legally available for recharge purposes, diverted into the FMID canal less any water identified for recharge purposes that is spilled back to the Snake River System. During times of irrigation deliveries, only that recharge that occurs at designated off-canal sites shall be recognized.

D. In the event a recharge report is delinquent for two consecutive weeks, the Board will withhold as a penalty an amount equal to 50% of the compensation otherwise due during the delinquent period.

E. FMID shall submit an invoice for payment in an amount not to exceed thirty-six thousand, five hundred dollars ($36,500) upon successful completion of recharge water delivery. Under no circumstance shall payment authorized under the Notice to Proceed exceed the total amount of compensation authorized under the Contract. The Board shall approve the invoice and provide payment within 30 days from the receipt of the invoice.

5. INSPECTIONS BY THE BOARD

The Board's Project Manager, or his designee, together with the FMID's Project Manager or his designee, shall inspect or review the work for compliance with the Scope of Work during the term of this Contract.

6. RECORD KEEPING

FMID shall establish and keep for a period of three years following final disbursement by the Board such financial records as will fully disclose the amount and disposition of the total payment, the purpose or undertaking for which such funds were used, and such other records as the Board may reasonably prescribe.

7. TERM

This contract shall take effect when both parties have signed it and shall continue in effect until December 31, 2012. This contract may be renewed upon execution of an extension amendment by both parties.

8. GENERAL TERMS AND CONDITIONS

FMID shall abide by all applicable terms and conditions contained in the Standard Contract Provisions, Idaho Water Resource Board, attached hereto as "Attachment A" and incorporated herein by this reference.

9. DUPLICATE ORIGINAL

This contract is executed in duplicate. Each of the documents with an original signature of each party shall be an original.

IN WITNESS WHEREOF, the parties have executed this contract on the date following their respective signatures.

IDAHO WATER RESOURCE BOARD
322 East Front Street
P.O. Box 83720
Boise, ID 83720-9098

Brian Patton
Bureau Chief
Idaho Water Resource Board

4/2/12
Date

FREMONT- MADISON IRRIGATION DISTRICT
P. O. Box 15
St. Anthony, ID 83445

Jeff Raybold
Fremont-Madison Irrigation District

3-28-12
Date

ATTACHMENT A

STANDARD CONTRACT PROVISIONS
IDAHO WATER RESOURCE BOARD

I. DEFINITIONS

A. "Project Coordinator" shall mean that person appointed by the Board to administer this Contract on behalf of the Board and the term includes, except as otherwise provided in this Contract, an authorized representative of the Project Coordinator acting within the limits of his authority.

B. "Subcontractor" shall mean one, not in the employment of any party to this Contract, who is performing all or part of those services under this Contract under contract. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

II. PROJECT COORDINATION

A. All communications given to a party's Project Coordinator shall be as binding as if given to the party.

B. The Board or anyone authorized to act on its behalf, may change the Board's Project Coordinator at any time by written notice served on the Contractor. This entity may change its Project Coordinator by prior written notice served on the Board.

C. The Contractor's Project Coordinator shall be the entity's representative for administration of this Contract and shall have full authority to act on behalf of the Contractor, unless specified otherwise in the main body of the Contract.

III. LIMITATION OF PROGRAM FUNDS

A. The Contractor acknowledges that the Board cannot obligate funds prior to obtaining funding approval.

B. The Board certifies that state or federal funds are presently available and authorized for expenditure to pay the portion of costs which will accrue during the current state or federal fiscal year or applicable grant period.

C. The Contractor agrees that all obligations of the Board, including the continuance of payments under this Contract, are contingent upon the availability and continued appropriation of funds. In the event state or federal funds become unavailable as determined by the Board, the Board may immediately terminate this Contract or amend it accordingly. In no event shall the Board be liable for any payments in excess of approved or appropriated funds available for this project.

IV. TERMINATION FOR CONVENIENCE

A. The Board may terminate for its convenience this Contract in whole or in part. In such event, the Board shall serve a written Notice of Termination on the Contractor by deposit in the United States mail, certified mail, return receipt requested, with proper postage affixed. Notice of Termination shall be deemed served upon its receipt.

B. The Contractor shall not incur after the date of service of the Notice of Termination any noncancellable obligations, except as authorized in the written Notice of Termination.

C. A Notice of Termination shall be effective for professional and other services authorized in the Contract on the date of service of Notice of Termination.

D. If a Termination for the convenience of the Board is effected, an equitable adjustment in the payments authorized in this Contract shall be made. Such adjustments shall provide for payment to the Contractor for services rendered prior to the effective date of termination of the Contract and for all noncancellable obligations incurred prior to receipt of a Notice of Termination.

E. In the event of termination, both the Board and the Contractor shall submit a Final Report detailing all completed work on service required by this Contract.

V. TERMINATION FOR DEFAULT

A. In addition to any termination of this Contract in accordance with Paragraph IV hereof, the Board may terminate this Contract in whole or in part because of the failure of the Contractor to fulfill its obligations. Upon receipt of such termination by the Board, the Contractor shall immediately discontinue all services affected. Oral notice of termination by the Board is effective when given, but in such a case, the Board shall confirm with written Notice of Termination by deposit in the United States mail, certified mail, return receipt requested.

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C. The rights and remedies of the Board provided in this Contract are in addition to any other rights and remedies provided by law or under this Contract.

VI. INDEMNIFICATION

Contractor shall indemnify, defend and save harmless the Board and the State of Idaho, its officers, agents and employees from and against any and all liability, claims, damages, losses, expenses, actions, attorneys' fees and suits whatsoever caused by or arising out of Contractor's negligent or wrongful performance, acts or omissions under this Contract or Contractor's failure to comply with any state or federal statute, law, regulation or rule, provided, however, that the Board shall not be relieved hereby from liability for its own negligence and that of its employees. Nothing contained herein shall be deemed to constitute a waiver of the State's sovereign immunity, which immunity is hereby expressly reserved.

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Contractor specifically understands and agrees that in no event shall any official, officer, employee or agent of the Board be personally liable for any representation, statement, covenant, warranty or obligation contained in, or made in connection with, this Contract, express or implied.

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The Contractor, with respect to its employees and those of its subcontractors, if any, shall pay, indemnify and hold the Board harmless from the payment of all taxes and contributions imposed by federal and state laws, including social security taxes, with respect to said employees and their remunerations, including all interest and penalties payable under said laws as the result of noncompliance therewith.

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Unless the Contractor is exempt under the provisions of I.C. § 72-212, the Contractor warrants that it has purchased worker's compensation insurance for Contractor and all employees engaged in the performance of this Contract and shall provide the Board with a Certificate of Insurance to verify the same within 15 days of the execution of this Contract. The Contractor shall notify the Board's Project Coordinator within five (5) days of any change in the status of its worker's compensation insurance.

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1. Commercial General Liability (CGL) with a limit of not less than $1,000,000 each occurrence, and $1,000,000 annual aggregate, if defense is outside the limits. If defense is inside the limits, the limit must be $2,000,000 each occurrence, and $2,000,000 aggregate.

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XI. RELATIONSHIP OF THE PARTIES

A. The parties intend to create by the terms of this Contract an independent contractor relationship between the Department and the Contractor.

B. The parties do not intend to create by the terms of this Contract the relationship of employer and employee. Contractor's status under this Agreement shall be that of an independent contractor and not that of an agent or employee of the state. Contractor shall be responsible for paying all employment-related taxes and benefits, such as federal and state income tax withholding, social security contributions, worker's compensation and unemployment insurance premiums, health and life insurance premiums, pension contributions and similar items. Contractor shall indemnify the State and hold it harmless from any and all claims for taxes (including but not limited to social security taxes), penalties, attorneys' fees and costs that may be made or assessed against the State arising out of Vendor's failure to pay such taxes, fees or contribution.

XII. ASSIGNMENT OF BENEFITS AND DELEGATION OF DUTIES

A. The Contractor shall not delegate any duties under this Contract or assign any benefits, including any moneys due or to become due hereunder, without the prior written consent of the Board.

B. In the event a delegation of duties or an assignment of benefits is approved by the Board, the Contractor shall remain responsible and agrees to bind every such delegate or assignee to comply with the terms and conditions of this Contract.

XIII. WAIVER, MODIFICATION OR AMENDMENT

No waiver, modification, or amendment of this Contract or of any covenants, conditions or limitations herein contained shall be valid unless in writing duly executed by both parties and the parties further agree that the provisions of this section may not be waived, modified, or amended except as herein set forth.

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XV. RIGHTS IN DATA

A. The Contractor agrees that all data, plans, drawings, specifications, reports, operating manuals, notes and other written documents produced in the performance of this Contract or in contemplation thereof, are owned by and are for the exclusive use of the Board and are subject to the rights of the Board set forth in this section.

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this Contract for the purposes of inspection, audit and copying by the Department, State of Idaho, and their authorized representatives.

XVII. **ATTORNEYS' FEES**

Notwithstanding any statute to the contrary, in the event of a legal proceeding of any kind instituted under this Contract or to obtain performance of any kind under this Contract, the prevailing party shall be awarded such additional sums as the court may adjudge for reasonable attorneys' fees and to pay all costs and disbursements incurred in such proceeding.

XVIII. **FORCE MAJEURE**

Neither party shall be liable for or deemed to be in default for any delay or failure to perform under this Contract if such delay or failure to perform results from an act of God, civil or military authority, act of war, riot, insurrection or other occurrence beyond that party's control. In such case, the intervening cause must not be caused by the party asserting it and the excused party is obligated to promptly perform in accordance with the terms of this Contract after the intervening cause ceases.

XIX. **ILLEGAL ALIENS**

Contractor warrants it does not knowingly hire or engage any illegal aliens or persons not authorized to work in the United States; it takes steps to verify that it does not hire or engage any illegal aliens or persons not authorized to work in the United States; and, that any misrepresentation in this regard or any employment of persons not authorized to work in the United States constitutes a material breach of this Contract and shall be cause for termination.

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This Contract sets forth all the covenants, provisions, agreements, conditions and understandings between the parties, and there are no covenants, provisions, agreements, conditions or understandings, oral or written, between them other than are herein set forth.

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If any part of this Contract is declared invalid or becomes inoperative for any reason, such invalidity or failure shall not affect the validity and enforceability of any other provision.

XXIII. **NO WAIVER**

The failure by one party to require performance of any provision shall not affect that party's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this Contract shall be construed as or deemed to be a waiver of any subsequent breach or default.

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The section headings appearing in this Contract are not to be construed as interpretations of the text but are inserted for convenience and reference only.

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This Contract shall be governed as to validity, construction and performance by the laws of the State of Idaho and the parties hereto consent to the jurisdiction of the state courts of Ada County in the state of Idaho. The venue of any action brought by any parties to this Contract shall be in a State of Idaho District Court.

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All notices shall be in writing and sent certified mail, postage prepaid, return receipt requested to:

Idaho Water Resource Board
Attn: Janet Garrett
P O Box 83720
Boise, ID 83720-0098

FOR INTERNAL USE OF THE DEPARTMENT OF WATER RESOURCES
APPROVED AS TO FORM:

John Homan,
State of Idaho Deputy Attorney General

3-19-12
Date

Janet Garrett, Purchasing Agent

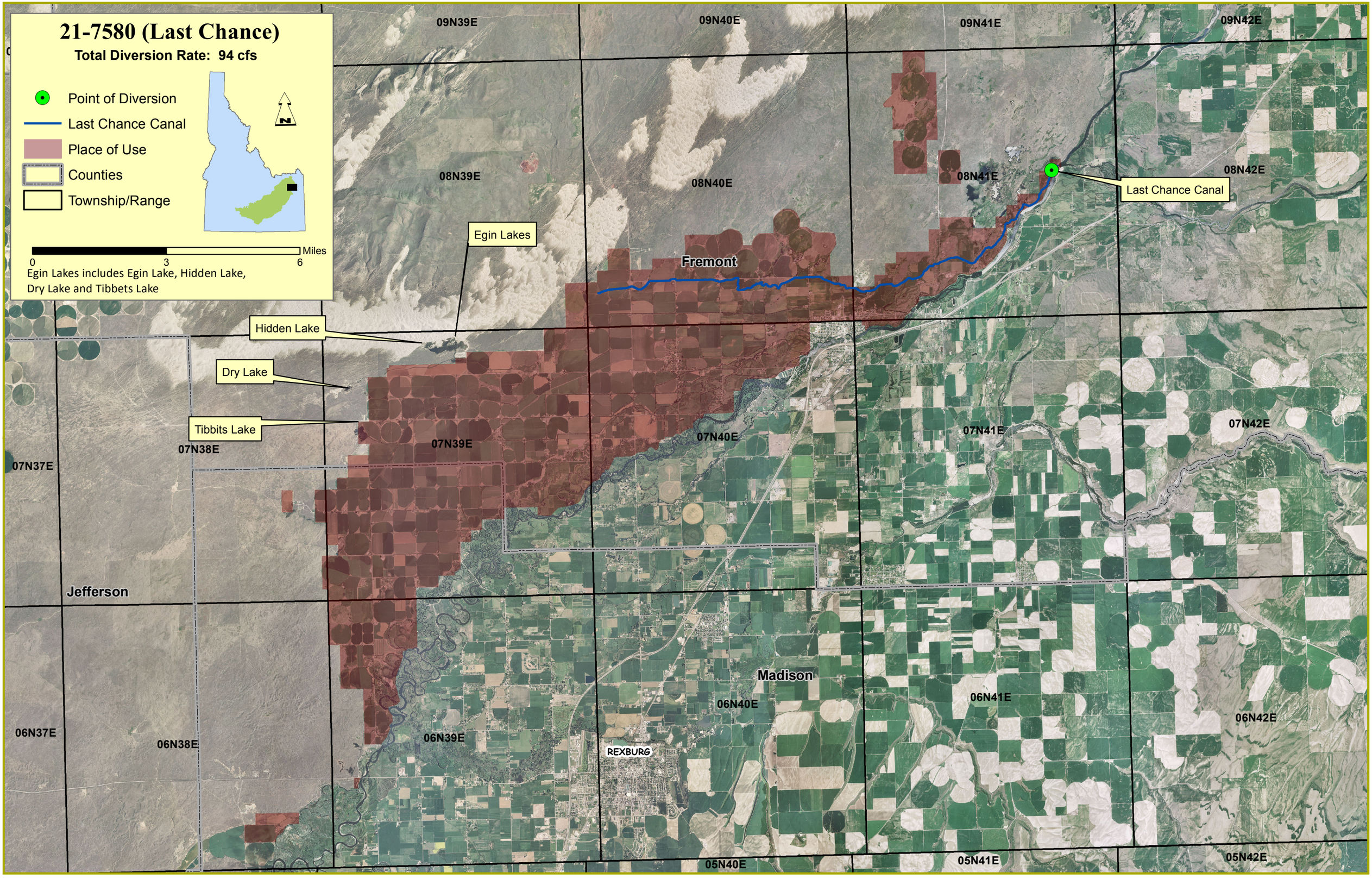
3-19-12
Date

Debbie Allen, Accounting Manager

3-19-12
Date

Brian Patton, Planning Bureau Chief
Idaho Water Resource Board

3/19/12
Date


21-7580 (Last Chance)
Total Diversion Rate: 94 cfs
Point of Diversion
Last Chance Canal
Place of Use
Counties
Township/Range
N
0
3
6
Miles
Egin Lakes includes Egin Lake, Hidden Lake, Dry Lake and Tibbets Lake
09N39E
09N40E
09N41E
09N42E
08N39E
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08N41E
08N42E
Last Chance Canal
Egin Lakes
Fremont
Hidden Lake
Dry Lake
Tibbits Lake
07N37E
07N38E
07N39E
07N40E
07N41E
07N42E
Jefferson
Madison
REXBURG
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