

ADDENDUM TO SETTLEMENT AGREEMENT

This Addendum To Settlement Agreement (“*Addendum Agreement*”) is entered into between the parties to the *Settlement Agreement Entered Into June 30, 2015, Between Participating Members of the Surface Water Coalition and Participating Members of Idaho Ground Water Appropriators, Inc.*, (“*Settlement Agreement*”).

RECITALS

WHEREAS, all members of the Surface Water Coalition, excepting A&B Irrigation District, and all eight Ground Water Districts and Fremont-Irrigation District, executed the *Settlement Agreement* (Ex. A) by August 1, 2015; and

WHEREAS, all parties wish to clarify certain issues related to the settlement discussions;

WHEREAS, the parties wish to address and resolve this issue in this *Addendum Agreement*.

COVENANTS

NOW THEREFORE, in consideration of the above recitals and the mutual agreements contained herein, the parties to the *Settlement Agreement* further agree as follows:

1. Incorporation of Recitals. The Recitals set forth above are an integral part of this *Addendum Agreement* and are fully incorporated herein by this reference.

2. Area of Common Groundwater Supply. All parties in the *Settlement Agreement* reserve the right to participate in any administrative or other proceeding to establish a new area of common groundwater supply if the existing Conjunctive Management Rule 50 boundary is rescinded.

3. Legislation. As contemplated in the *Settlement Agreement*, all parties have a right to fully participate in the drafting and passage of any legislation proposed to implement the *Settlement Agreement*.

4. Binding Effect. This Agreement shall bind and inure to the benefit of the respective successors of the parties.

5. Entire Agreement. This Agreement and the *Settlement Agreement* set forth all understandings between the parties. There are no other understandings, covenants, promises, agreements, conditions, either oral or written between the parties other than those contained herein and in the Agreement between A&B and IGWA dated _____. The parties expressly reserve all rights not settled by this Agreement.

convenience and reference and shall not be construed as interpretations of the text.

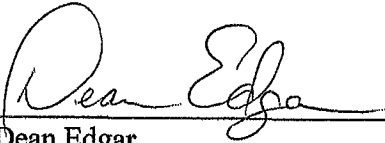
The parties have executed this Agreement on the date following their respective signatures.

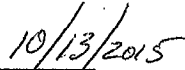
SURFACE WATER COALITION:

American Falls Reservoir District No. 2

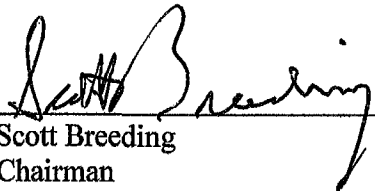
Ellis Gooch 10-1-15
Ellis Gooch Date
President

Burley Irrigation District


Dean Edgar
Chairman


Date

Milner Irrigation District


 10/14/15

Scott Breeding Date
Chairman

Minidoka Irrigation District

Frank Hunt Oct 13-2015
Frank Hunt Date
Chairman

Twin Falls Canal Company

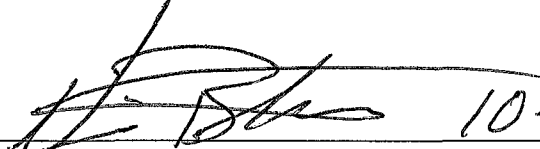
 10-13-15

Dan Shewmaker
Chairman

Date


IDAHO GROUNDWATER APPROPRIATOR'S, INC.:

ABERDEEN-AMERICAN FALLS GROUND WATER DISTRICT



Nick Behrend 10-7-15
Chairman Date

BONNEVILLE-JEFFERSON GROUND WATER DISTRICT

 10/7/15

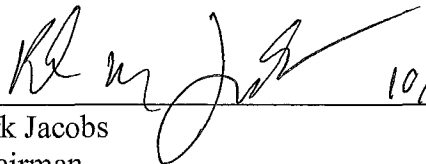
Dane Watkins
Chairman

Date

CAREY VALLEY GROUND WATER DISTRICT

Leta Hansen 10/7/15
Leta Hansen Date
Chairman

JEFFERSON CLARK GROUND WATER DISTRICT


Kirk Jacobs
Chairman

10/13/15
Date

MADISON GROUND WATER DISTRICT

Jason Webster 10-19-15
Jason Webster Date
Chairman

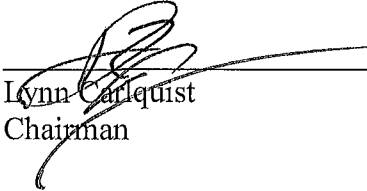
MAGIC VALLEY GROUND WATER DISTRICT

 10/7/2015

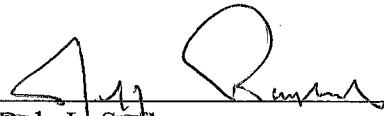
Dean Stevenson
Chairman

Date

NORTH SNAKE GROUND WATER DISTRICT

 _____ 10/7/2015
Lynn Carlquist Date
Chairman

FREMONT MADISON IRRIGATION DISTRICT



Date ~~Er Swenson~~ Date
Manager Jeff Raybould
Chairman