

Mar 18, 2026

DEPARTMENT OF
WATER RESOURCES

Robert L. Harris, Esq. (ISB #7018)
rharris@holdenlegal.com
HOLDEN, KIDWELL, HAHN & CRAPO, P.L.L.C.
P.O. Box 50130
1000 Riverwalk Drive, Suite 200
Idaho Falls, ID 83405
Telephone: (208) 523-0620
Facsimile: (208) 523-9518

Attorneys for Falls Water Co., Inc.

BEFORE THE DEPARTMENT OF WATER RESOURCES
OF THE STATE OF IDAHO

IN THE MATTER OF FALLS WATER CO.,
INC.'S MITIGATION PLAN FOR THE
SURFACE WATER COALITION

**JOINT MOTION FOR ORDER
APPROVING FALLS WATER'S
STIPULATED MITIGATION PLAN**

Falls Water Co., Inc. ("Falls Water") and **A&B Irrigation District, American Falls Reservoir District #2, Burley Irrigation District, Milner Irrigation District, Minidoka Irrigation District, North Side Canal Company, and Twin Falls Canal Company** (hereinafter, collectively the "Coalition") hereby submit this *Joint Motion for Order Approving Falls Water's Stipulated Mitigation Plan* and request the Hearing Officer to issue an order approving the mitigation plan (the "Plan") upon the terms described in the *Stipulated Mitigation Plan* attached hereto as Exhibit A, which is identical to the *First Amended Falls Water Co., Inc. CM Rule 43 Mitigation Plan* submitted in the above entitled matter and was not protested after advertisement.

FALLS WATER CO., INC.

Date: March 18, 2026

/s/ Robert L. Harris
By: Robert L. Harris, of the firm Holden, Kidwell,
Hahn & Crapo, P.L.L.C.
Attorneys for Falls Water Co., Inc.

A&B IRRIGATION DISTRICT, BURLEY
IRRIGATION DISTRICT, MILNER IRRIGATION
DISTRICT, NORTH SIDE CANAL COMPANY,
AND TWIN FALLS CANAL COMPANY

Date: March 18, 2026

/s/ Travis L. Thompson

By: Travis L. Thompson, of the firm Parsons Behle
and Latimer

*Attorneys for A&B Irrigation District, Burley
Irrigation District, Twin Falls Canal Company,
North Side Canal Company, and Milner Irrigation
District*

AMERICAN FALLS RESERVOIR DISTRICT #2
AND MINIDOKA IRRIGATION DISTRICT

Date: March 18, 2026

/s/ Norman M. Semanko

By: Norman M. Semanko, of the firm Parsons Behle
and Latimer

*Attorneys for American Falls Reservoir District #2
and Minidoka Irrigation District*

CERTIFICATE OF SERVICE

I hereby certify that on this 18th day of March, 2026, I served a true and correct copy of the following described pleading or document on the attorneys and/or individuals listed below by the method(s) indicated.

ORIGINAL TO:

Hearing Officer Schroeder
Gerald_23107@msn.com
file@idwr.idaho.gov

COPIES TO:

Skyler C. Johns OLSEN TAGGART PLLC PO Box 3005 Idaho Falls, ID 83403 sjohns@olsentaggart.com	☐ U.S. Mail, postage prepaid ☒ Email
Travis L. Thompson Abby R. Bitzenburg PARSONS BEHLE & LATIMER PO Box 63 Twin Falls, Idaho 83303-0063 tthompson@parsonsbehle.com abitzenburg@parsonsbehle.com	☐ U.S. Mail, postage prepaid ☒ Email
Norman M. Semanko Garrett M. Kitamura PARSONS BEHLE & LATIMER 800 W. Main St. Suite 1300 Boise, Idaho 83702 nsemanko@parsonsbehle.com gkitamura@parsonsbehle.com	☐ U.S. Mail, postage prepaid ☒ Email
Thomas J. Budge Elisheva M. Patterson RACINE OLSON, PLLP PO Box 1391 Pocatello, Idaho 83204 tj@racineolson.com elisheva@racineolson.com	☐ U.S. Mail, postage prepaid ☒ Email



Robert L. Harris
HOLDEN, KIDWELL, HAHN & CRAPO, P.L.L.C.

EXHIBIT A

Robert L. Harris, Esq. (ISB #7018)
rharris@holdenlegal.com
HOLDEN, KIDWELL, HAHN & CRAPO, P.L.L.C.
P.O. Box 50130
1000 Riverwalk Drive, Suite 200
Idaho Falls, ID 83405
Telephone: (208) 523-0620
Facsimile: (208) 523-9518

Attorneys for Falls Water Co., Inc.

BEFORE THE IDAHO DEPARTMENT OF WATER RESOURCES
OF THE STATE OF IDAHO

IN THE MATTER OF FALLS WATER
CO., INC.'S MITIGATION PLAN FOR
THE SURFACE WATER COALITION

Docket No. CM-MP-2024-004

**STIPULATED
MITIGATION PLAN**

THIS STIPULATED MITIGATION PLAN (this “Stipulation”) is made and entered into to be effective as of the latest signature date set forth below, by and between the following parties:

1. **Falls Water, Inc.** (“Falls Water”); and
2. **A&B Irrigation District, American Falls Reservoir District #2, Burley Irrigation District, Milner Irrigation District, Minidoka Irrigation District, North Side Canal Company, and Twin Falls Canal Company** (hereinafter, collectively the “Coalition”).

Falls Water and the Coalition may hereinafter collectively be referred to individually as a “Party” and collectively as the “Parties.”

RECITALS:

- A. Falls Water filed its *Falls Water Co., Inc.’s CM Rule 43 Mitigation Plan* on November 22, 2024 (the “Initial Plan”) to receive approval for a mitigation plan to mitigate to the Coalition, the calling senior-priority water right holders in the ongoing Coalition delivery call.¹

¹ The delivery call proceeding is captioned as: IN THE MATTER OF DISTRIBUTION OF WATER TO VARIOUS WATER RIGHTS HELD BY OR FOR THE BENEFIT OF A&B IRRIGATION

- B. The Initial Plan was submitted pursuant to Rule 43 of the Idaho Department of Water Resources’ (“IDWR” or “Department”) *Rules for Conjunctive Management of Surface and Ground Water Resources* found at IDAPA² 37.03.11 (hereinafter, the “CM Rules”). Rule 43 of the CM Rules is hereafter referred to as “CM Rule 43.”
- C. The Initial Plan was protested by the Coalition, which resulted in the above-captioned administrative contested case.
- D. The Initial Plan was amended by Falls Water on February 4, 2026, with submission of its *First Amended Falls Water Co., Inc. ’s CM Rule 43 Mitigation Plan* (the “Plan”).
- E. Pursuant to CM Rule 43.01.b, the Plan is designed to mitigate material injury to water rights held by members of the Coalition, and to provide safe harbor to ground water rights held by Falls Water set forth on **Exhibit 1** and any other junior priority ground water rights obtained by Falls Water in the future.
- F. Pursuant to CM Rule 43.01.c, the Plan identifies the water supply proposed to be used for mitigation, which is storage water leased by Falls Water from Progressive Irrigation District pursuant to the terms of the Storage Water Lease Agreement attached as **Exhibit 2** hereto. Any circumstances or limitations on availability of such supplies.
- G. Pursuant to CM Rule 43.01.d, the Plan includes information that will allow the Director to evaluate the factors set forth in CM Rule 43.03.
- H. The Plan is submitted pursuant to stipulation of Falls Water and the Coalition in accordance with CM Rule 43.03.o.

DISTRICT, AMERICAN FALLS RESERVOIR DISTRICT #2, BURLEY IRRIGATION DISTRICT, MILNER IRRIGATION DISTRICT, MINIDOKA IRRIGATION DISTRICT, NORTH SIDE CANAL COMPANY, AND TWIN FALLS CANAL COMPANY.

² “IDAPA” is an acronym for rules promulgated pursuant to the Idaho Administrative Procedure Act (Chapter 52 of Title 67 of the Idaho Code). The IDAPA administrative rules can be accessed at <http://adminrules.idaho.gov/rules/current/index.html>

AGREEMENTS:

1. **Withdrawal of Protest.** Subject to the provisions of this Stipulation, the Coalition hereby withdraws its protest to the Plan, and authorizes Falls Water to submit this *Stipulation* as part of a motion in the above-captioned case for approval of the Plan.
2. **Reservation of Rights.** The Parties agree and acknowledge that this Stipulation only resolves the protest to the Plan and that the Coalition reserves all rights to protest on the same or similar bases other CM Rule 43 mitigation plans filed by Falls Water or other water users in the future on the same or similar bases. The Parties further agree that this Stipulation shall not constitute any binding precedent concerning the Parties' positions on future mitigation plans in any administrative or judicial proceedings. The Parties shall not use this Stipulation in any other administrative or judicial proceedings for any purpose, other than an action to enforce its terms as provided in paragraph 7 below.
3. **Stipulated Mitigation Plan.** The Parties stipulate to the Plan as described in Falls Water's filing dated February 4, 2026, which is described as follows:

The Plan is for a term of two years (2026 and 2027). The mitigation occurring in a year under the Plan will be based on pumping numbers from the prior year. The Plan is based upon certain percentages and associated calculations related to with the stipulated mitigation plan between the Coalition and Idaho Ground Water Appropriators, Inc. (the "SWC-IGWA Plan").

The calculation of Falls Water's yearly mitigation under the Plan requires two separate calculations akin to the *SWC-IGWA Plan*'s pumping reductions and lease of storage water, with the sum of the results of both arriving at the total mitigation amount. All volumes described below will be represented in units of acre-feet.

The first mitigation component is calculated as follows:

1. Total annual pumping from Falls Water is obtained from measuring devices located on Falls Water's wells (all of which are metered);
2. Non-consumptive pumping (in-house culinary use) is deducted from the total pumping amount. Annual total non-consumptive pumping is determined by summing the monthly diversions from November through March³, divided by 5, and then multiplying by 12 to calculate a yearly⁴ total non-consumptive pumping amount.

³ No irrigation is occurring during these months. Accordingly, it is reasonable to assume that pumping during these months is solely for in-house, non-consumptive uses.

⁴ It is reasonable to assume that the diversion of in-house, non-consumptive use

3. The total non-consumptive pumping amount is deducted from the total pumping amount described in step 1 above to arrive at Falls Water's total annual consumptive pumping.
4. Total consumptive pumping is multiplied by 11.4%⁵ to calculate the first mitigation component amount.

The second mitigation component is calculated as follows:

1. Dividing the same total annual consumptive pumping amount calculated in step 3 by 1,795,034⁶ acre-feet, which will calculate a percentage.
2. The percentage is multiplied by the storage water lease component IGWA is obligated to provide to the SWC under the *SWC-IGWA Plan*, which as of today's date is 75,000 acre-feet. The result of this calculation is the second mitigation amount.

The total Falls Water mitigation amount is the sum of the first mitigation amount and the second mitigation amount. Based on actual 2025 Falls Water pumping numbers, a summary of the above calculations in spreadsheet form is depicted here:

will remain constant throughout the year

⁵ This is the average percentage of pumping reductions imposed by IGWA on its patrons under the SWC-IGWA mitigation plan.

⁶ This number was obtained from IGWA and represents the total baseline pumping of IGWA patrons.

Mitigation Calculation: 2025 Falls Water Co. Pumping Numbers							
					= Hard Inputs		
IGWA EQUIVALENT PUMPING REDUCTION PERCENTAGE COMPONENT OF IGWA MITIGATION PLAN							
Total Pumping (AF)	In-house Pumping (AF) (Nov. thru March Pumping)		In-house Pumping Months	Average In-house Pumping (AF) Per Month (In-house Pumping / Months)	Total Non-Consumptive Pumping (Average In-house Pumping (AF) Per Month X 12)	Total Consumptive Pumping (Total Pumping - Total Non-Consumptive Pumping)	Falls Water Mitigation Amount (Total Consumptive Pumping X IGWA's %)
6025	Jan. 2025	156.06	5	151.95	1823	4201.6	11.4%
	Feb. 2025	143.52					
	Mar. 2025	153.32					
	Nov. 2025	150.81					
	Dec. 2025	156.03					
	TOTAL	759.74					478.99
IGWA EQUIVALENT STORAGE WATER LEASE COMPONENT OF IGWA MITIGATION PLAN							
				Falls Water Consumptive Pumping (AF)	IGWA Base Line Pumping Amount (AF)	Percentage (Falls Water Consumptive Pumping/IGWA Pumping)	Percentage X 75,000 AF
				4201.6	1,795,034	0.23407%	175.55
TOTAL MITIGATION OBLIGATION							
						TOTAL FALLS WATER MITIGATION OBLIGATION	654.54

As shown, the total calculated mitigation for 2026 is 654.54 acre-feet.

Falls Water's performance under the Plan will be measured on a two-year average and all mitigation activities for each calendar year will be reported to IDWR by April 1st of the year following such calendar year.

The calculated mitigation amount will either be (1) recharged within recharge sites owned, operated, or leased by Progressive Irrigation District, including recharge in Progressive's canal system (provided the recharge occurs at times when there are no irrigation deliveries. To the extent Progressive Irrigation District's facilities are not available, Falls Water may also utilize recharge sites owned, operated, or leased by the Idaho Water Resource Board (subject to approval by the Idaho Resource Board)), or other sites approved by the parties.

If the April predicted In-Season Demand Shortfall under IDWR's applicable methodology order is 60,000 acre-feet or more, the Surface Water Coalition may request direct delivery of storage water leased for the Plan for irrigation purposes in lieu of recharge (up to the quantities calculated for the total mitigation amount set forth above).

4. **Reliance Upon Statements/Integration and Merger.** The Parties hereto specifically acknowledge that they were represented by counsel in this matter and agree that other than as is set forth herein, they have executed this Stipulation without relying upon any statements or representations written or oral, as to any statement of law or fact made by any other party or attorney. The Parties to this Stipulation have read and understand the Stipulation and warrant and represent that this Stipulation is executed voluntarily and without duress or undue influence on the part of or on behalf of any party. This Stipulation represents the sole entire and integrated Stipulation by and between the Parties hereto and supersedes any and all prior understandings or agreements whether written or oral except as specifically provided herein.
5. **Successors and Assigns.** This Stipulation shall be binding upon and shall inure to the benefit of each Parties' officers, directors, shareholders, heirs, successors and assigns, and shall be specifically enforceable.
6. **Waiver and Modification.** No provision of this Stipulation may be waived, modified, or amended except by written agreement executed by all the Parties hereto.
7. **Enforcement and Interpretation.** This Stipulation is a valid and binding obligation of the Parties, and their successors or assigns. It shall be admissible and enforceable according to its terms, and venue in any subsequent action shall rest within the State of Idaho. This Stipulation is subject to interpretation in accordance with the laws of the State of Idaho.
8. **Counterparts.** This Stipulation may be executed in counterparts, each of which is deemed an original but all of which constitute one and the same instrument. The signature pages may be detached from each counterpart and combined into one instrument.
9. **Attorneys Fees.** Each party shall bear their own attorney fees, costs, and expenses associated with the above-captioned contested case. In any suit, action or appeal therefrom, to enforce this Stipulation or any term or provision hereof, or to interpret this Stipulation, the prevailing Party shall be entitled to recover all its costs reasonably incurred therein (and on appeal), including reasonable attorneys' fees.

FALLS WATER CO., INC.

Date: March 16, 2026



By: Robert L. Harris, of the firm Holden, Kidwell,
Hahn & Crapo, P.L.L.C.
Attorneys for Falls Water Co., Inc.

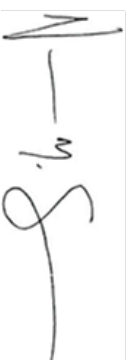
A&B IRRIGATION DISTRICT, BURLEY
IRRIGATION DISTRICT, MILNER IRRIGATION
DISTRICT, NORTH SIDE CANAL COMPANY,
AND TWIN FALLS CANAL COMPANY



Date: [March 16, 2026](#)

By: Travis L. Thompson, of the firm Parsons Behle
and Latimer
*Attorneys for A&B Irrigation District, Burley
Irrigation District, Twin Falls Canal Company,
North Side Canal Company, and Milner Irrigation
District*

AMERICAN FALLS RESERVOIR DISTRICT #2
AND MINIDOKA IRRIGATION DISTRICT



By: Norman M. Semanko, of the firm Parsons
Behle and Latimer
*Attorneys for American Falls Reservoir District #2
and Minidoka Irrigation District*

Date: March 16, 2026

Exhibit 1
Falls Water Co., Inc.'s Water Rights

25-7148
25-7191
25-7418
25-7509
25-14035
25-14055
25-14114
25-14326
25-14327
25-14482
25-14483
25-14516
25-14517
25-7090
25-14440
25-14287
25-14301
25-14304
25-14313
25-14383
25-14385
25-14442
25-7593
25-14199
25-14236
25-7086

Exhibit 2
Storage Water Lease Agreement

STORAGE WATER LEASE AGREEMENT

THIS STORAGE WATER LEASE AGREEMENT (this “Agreement”) is made and entered into to be effective as of the 1st day of April, 2026 (the “Effective Date”), by and between **Progressive Irrigation District**, an irrigation district duly organized under the laws of State of Idaho, of 2585 N. Ammon Rd., Idaho Falls, Idaho 83401 (hereinafter “District”), and , **Falls Water Company, Inc.**, an Idaho corporation, whose address is 2180 N. Deborah Dr., Idaho Falls, ID 83401 (hereinafter “Company”). District and Company are individually a “party” and together the “parties”.

RECITALS:

- A. District is the holder of various contracts which entitle it to receive storage water that yields to storage space in the upper Snake River basin storage system of reservoirs operated by the United States Bureau of Reclamation.
- B. Company is the owner and operator of three municipal provider water systems located in eastern Idaho, generally referred to as the (1) Falls Water Company water system; (2) Morningview water system; and (3) Taylor Mountain Water System.
- C. Company currently participates in the Bonneville-Jefferson Groundwater District to mitigate for its ground water diversions in response to a water call asserted by the Surface Water Coalition (the “Coalition”).¹
- D. For various reasons, Company has decided to seek approval from the Idaho Department of Water Resources (“IDWR” or “Department”) of its own mitigation plan under the Conjunctive Management Rules (“CMRs”) found at IDAPA 37.03.11 (the “Plan”).
- E. A necessary component to the mitigation plan is a reliable source of water. Subject to the provisions below, District is willing to lease storage water to Company for its Plan.
- F. This Agreement replaces and supersedes a prior Storage Water Lease Agreement with an effective date of April 1, 2025 (signed by District on May 7, 2024, and Company on June 25, 2024). This Agreement is necessary to reflect terms and conditions resulting from negotiations associated with the administrative contested case for the Plan.

¹ The individual members of the Surface Water Coalition are A&B Irrigation District, Burley Irrigation District, Minidoka Irrigation District, Milner Irrigation District, American Falls Reservoir District #2, Twin Falls Canal Company, and North Side Canal Company.

IN CONSIDERATION of the mutual representations, warranties, and covenants contained herein, the Parties, intending to be legally bound hereby, agree as follows:

AGREEMENTS:

1. **Contingencies and Conditions Precedent.** The parties expressly acknowledge and agree that performance under this Agreement is fully contingent upon issuance of a final order from IDWR approving the Company's mitigation plan under the CMRs. In the event the Plan is disallowed and/or no final order approving the mitigation plan is issued, this Agreement shall be null and void and of no further effect and the parties shall be relieved of any obligations in the Agreement.
2. **Storage Water Leased.**
 - (a) **Storage Water Yield Contingency.** In the event District receives a storage water yield allocation of 60% or less to its reservoir space, District, in its sole discretion and at its sole option, may elect not to lease any storage water to Company for 2026. District must provide notice to Company before June 23rd of the current irrigation season as to whether it has elected not to lease water for 2026. If no notice is provided by District in 2026, then storage water will be leased for the current irrigation season.
 - (b) **Minimum Storage Water Leased.** In the event District receives a storage water yield greater than 60%, District will lease to Company up to 700 acre-feet per year of District's storage water in 2026 for the Term described below to be solely used for mitigation purposes under the Plan.
 - (c) **Additional Storage Water Leased.** Notwithstanding the foregoing, at Company's option, and provided that Company provides notice to District on or before July 1st of the current irrigation season, Company shall have the right to lease up to an additional 700 acre-feet (for a total of 1,400 acre-feet) per year for mitigation purposes under the Plan in a year where the District receives a storage water allocation equal to or greater than 80% yield to its storage space. District may, in its sole discretion, designate to Water District 01 which storage water reservoir the storage water leased under this Agreement is leased from. In the event additional storage water is leased as provided herein, District shall only be obligated to lease, in 2027, the difference between the 2026 leased amount and the additional storage water leased under this provision in 2027.²
 - (d) **Minimum Storage Water Leased.** Notwithstanding the foregoing, District shall lease to Company up to 1,400 acre-feet total during the Term specified herein.
3. **Term:** The Term of this Agreement shall be two (2) years, commencing on the Effective Date, and expiring on March 31, 2028.

² As an example, if 1,000 AF is leased in 2024 (700 AF + 300 AF (additional storage water)), then Company shall only be obligated to lease 400 AF in 2025 under this Agreement.

4. **Lease Price.**

The Lease Price for each year of the Term shall vary depending on the yield to District's storage space as described in the following table:

Percentage Yield	Lease Price
80% - 100%	\$125.00
60% - 79.99%	\$175.00

5. **Payment of Lease Price.** The Lease Price per year shall be paid by Company within 14 days of approval of Company's Plan for 2026, and on or before April 1st for 2027 based on the 80% to 100% yield price. Notwithstanding the foregoing, once the actual storage yield is known, the parties will adjust the lease price as necessary and shall pay the additional lease amount or refund any overpayment of the lease amount as necessary.
6. **Direct Delivery of Water to the Coalition.** If the April predicted In-Season Demand Shortfall under IDWR's applicable methodology order is 60,000 acre-feet or more, the Coalition may request—and District hereby consents to—the direct delivery of storage water leased for the Plan for irrigation purposes in lieu of recharge (up to the quantities calculated for the total mitigation amount calculated under the Plan) to be delivered to one or more water delivery locations of the individual members of the Coalition, as directed by the Coalition. If direct delivery of water is requested, Company shall remain obligated to pay the carrying/recharge fee described in the following paragraph.
7. **District's First Option to Recharge Leased Storage Water.** District shall have the first option to recharge the storage water leased under this Agreement at any of District's approved recharge sites, and by signing below, herein exercises such first option to recharge. District may charge Company a carrying/recharge fee of Ten Dollars (\$10.00) per acre-foot to accomplish the recharge (to be paid at the same time as the Lease Price), which carrying/recharge fee may be adjusted from time to time, but in no event, shall the carrying/recharge fee be greater than the amount charged by District for carrying/recharge of water for any other water user by District. In the event District elects to waive the first right to recharge the leased storage water for a lease year, District shall notify Company in writing on or before April 15th of such lease year. Such waiver shall only be effective for one year. In the event District commits to recharge water under this Agreement but later determines District does not have the physical capacity/ability to perform such recharge, District shall notify Company immediately, refund any paid carrying fee for the storage water not yet recharged, and provide any necessary authorization for Company to recharge storage water leased under this Agreement elsewhere.
8. **Application For Temporary Approval of Water Use.** In a year with available water supply during the Term, Company may file with the Department an *Application for Temporary Approval of Water Use* as provided in Idaho Code § 42-202A. District hereby provides authorization for Company to submit such application and describe the point of

diversion and place of use under such application as District's system. In the event water is diverted under such application, District may charge Company a carrying/recharge fee of Ten Dollars (\$10.00) per acre-foot to accomplish the recharge (to be paid at the same time as the Lease Price), which carrying/recharge fee may be adjusted from time to time, but in no event, shall the carrying/recharge fee be greater than the amount charged by District for carrying/recharge of water for any other water user by District. In the event water diverted under such application is accomplished, Company may deduct the amount recharged from the minimum amount of storage water leased under this Agreement as provided in Paragraph 2.

9. **Indemnification.** District shall obtain all necessary approvals for use of the recharge sites where storage water leased under this Agreement is recharged. District shall and does hereby indemnify Company against, and agrees to hold Company harmless from, any claim, demand or suit for any claim against Company associated with or in any way related to recharge of water under this Agreement based on any act by or agreement or contract with District, or any individual or entity affiliated with District, and for all losses, obligations, costs, expenses, and fees (including attorneys' fees) incurred by Company on account of or arising from any such claim, demand, or suit.
10. **Water District Determination on Last-to-Fill Provision Concerning Use of Storage Water.** In the event there is a determination that storage water leased under this Agreement is subject to any last-to-fill rule or procedure assessed and/or applied against District the following storage water year, District agrees to the imposition/application of such rules or procedures and no additional financial assessment or charge shall be made to the Company.
11. **Water District 1 Fees.** Company shall pay any fees charged by Water District 1 for lease of storage water described herein.
12. **Water District 1 Lease Form.** District and Company agree to execute Water District's 1's standard form for leases of storage water for ground water recharge in addition to this Agreement.
13. **Miscellaneous.**
 - (a) **Merger.** This Agreement supersedes any and all other written or verbal agreements between the parties hereto regarding the lease of storage water for the Plan. Neither Company nor District shall be bound by any understanding, agreement, promise, representation, or stipulation, express or implied, not specifically contained herein.
 - (b) **Further Documents.** The parties hereby agree that they shall sign such other and further documents as may be required to carry into effect the terms and conditions of this Agreement.
 - (c) **Enforceability.** The validity or enforceability of any term, phrase, clause, paragraph, restriction, covenant, agreement, or other provision hereof, shall in no way affect the validity or enforcement of the remaining provisions, or any part hereof.

- (d) **Counterparts.** This Agreement may be executed in any number of counterparts for all the convenience of the parties, all of which, when taken together and after execution by all parties hereto, shall constitute one and the same Agreement.
- (e) **Governing Law.** This Agreement shall be governed by the laws of the State of Idaho.
- (f) **Successors.** This Agreement is for the benefit only of the parties hereto and shall inure to the benefit of and bind their respective heirs, agents, personal representatives, successors and assigns.
- (g) **Essence of Time.** Time is of the essence in this Agreement.

IN WITNESS WHEREOF, the undersigned have duly executed this Agreement effective on the date set forth above.

“DISTRICT”

Progressive Irrigation District

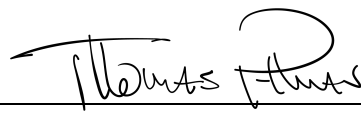
Dated: 2/3/2026

By: 
Its: Chairman

“COMPANY”

Falls Water Company, Inc.

Dated: 3/18/2026

By: 
Its: President

CERTIFICATE OF SERVICE

I hereby certify that on this 18th day of March, 2026, I served a true and correct copy of the following described pleading or document on the attorneys and/or individuals listed below by the method(s) indicated.

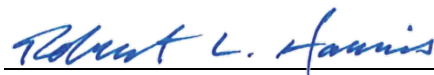
ORIGINAL TO:

Idaho Department of Water Resources
file@idwr.idaho.gov

Hearing Officer Schroeder
gerald_23107@msn.com

COPIES TO:

Skyler C. Johns OLSEN TAGGART PLLC PO Box 3005 Idaho Falls, ID 83403 sjohns@olsentaggart.com	☐ U.S. Mail, postage prepaid ☒ Email
Travis L. Thompson Abby R. Bitzenburg PARSONS BEHLE & LATIMER PO Box 63 Twin Falls, Idaho 83303-0063 tthompson@parsonsbehle.com abitzenburg@parsonsbehle.com	☐ U.S. Mail, postage prepaid ☒ Email
Norman M. Semanko Garrett M. Kitamura PARSONS BEHLE & LATIMER 800 W. Main St. Suite 1300 Boise, Idaho 83702 nsemanko@parsonsbehle.com gkitamura@parsonsbehle.com	☐ U.S. Mail, postage prepaid ☒ Email
Thomas J. Budge Elisheva M. Patterson RACINE OLSON, PLLP PO Box 1391 Pocatello, Idaho 83204 tj@racineolson.com elisheva@racineolson.com	☐ U.S. Mail, postage prepaid ☒ Email



Robert L. Harris,
Holden, Kidwell, Hahn & Crapo, P.L.L.C.