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Attorneys for Idaho Ground Water Appropriators, Inc. (IGWA)

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

IN THE MATTER OF DISTRIBUTION OF
WATER TO VARIOUS WATER RIGHTS
HELD BY OR FOR THE BENEFIT OF
A&B IRRIGATION DISTRICT, AMERI-
CAN FALLS RESERVOIR DISTRICT #2,
BURLEY IRRIGATION DISTRICT,
MILNER IRRIGATION DISTRICT,
MINIDOKA IRRIGATION DISTRICT,
NORTH SIDE CANAL COMPANY, AND
TWIN FALLS CANAL COMPANY

Docket No. CM-DC-2010-001

**IGWA’s Amended
Notice of Mitigation**

Idaho Ground Water Appropriators, Inc. (“IGWA”), acting on behalf of North Snake Ground Water District, Carey Valley Ground Water District, Magic Valley Ground Water District, Aberdeen-American Falls Ground Water District, Jefferson-Clark Ground Water District, Madison Ground Water District, Henry’s Fork Ground Water District, Bonneville-Jefferson Ground Water District, and Bingham Ground Water District (collectively, the “Districts”), through their respective counsel, hereby provides notice that the Districts can mitigate for their proportionate share of the demand shortfall predicted in the *Final Order Regarding April Forecast Supply (Methodology Steps 1-3)* (“*April 2023 As-Applied Order*”) issued April 21, 2023, in this matter.

Background

The *April 2023 As-Applied Order* applies steps 1-3 of the Fifth Amended Final Order Regarding Methodology for Determining Material Injury to Reasonable In-Season Demand and Reasonable Carryover. It predicts that the Surface Water Coalition (“SWC”) will experience an in-season demand shortfall of 75,200 acre-feet in the absence of mitigation by junior-priority groundwater users. The order states: “On or before May 5, 2023, ground water users holding consumptive water

rights bearing priority dates junior to December 30, 1953, within the Eastern Snake Plain Aquifer area of common ground water supply shall establish, to the satisfaction of the Director, that they can mitigate for their proportionate share of the predicted DS of 75,200 acre-feet in accordance with an approved mitigation plan.” (*April 2023 As-Applied Order*, p. 6.) “IGWA’s proportionate share of the predicted DS of 75,200 acre-feet is 63,645 acre-feet.” *Id.* at 5, fn 5.

IGWA has three approved mitigation plans. Its “Storage Water Plan” authorizes its member ground water districts to provide mitigation via the delivery of storage water to the SWC. (Order Approving Mitigation Plan, *In the Matter of the Idaho Ground Water Appropriators, Inc.’s Mitigation Plan in Response to the Surface Water Coalition’s Water Delivery Call*, IDWR Docket No. CM-MP-2009-007, June 3, 2010, p. 10.) Under this plan, “IGWA must provide proof of rental or an option to rent storage water and of a commitment of the storage water to the SWC within the deadlines provided by the Methodology Order and any order of the Director implementing the Methodology Order for a given year.” *Id.*

IGWA’s “Aquifer Enhancement Plan” authorizes its member ground water districts to obtain mitigation credit for reach gains that accrue to the SWC as a result of (a) conversions of farmland from groundwater to surface water irrigation; (b) fallowing of groundwater-irrigated acres through the Conservation Reserve Enhancement Program (CREP), Agricultural Water Enhancement Program (AWEP), or other voluntary program; and (c) groundwater recharge.” (Order Approving Mitigation Plan, *In the Matter of the Idaho Ground Water Appropriators, Inc.’s Mitigation Plan for Conversions, Dry-Ups, and Recharge*, IDWR Docket No. CM-MP-2009-006, May 14, 2010, p. 1.) Under this plan, “[i]f mitigation credit is sought by IGWA, the Director shall determine the appropriate credit, if any, to provide.” *Id.* at 2.

IGWA’s “Settlement Agreement Plan” authorizes its member ground water districts to obtain mitigation protection by complying with a settlement agreement entered into between them and the SWC in 2015. (Final Order Approving Stipulated Mitigation Plan, *In the Matter of IGWA’s Settlement Agreement Mitigation Plan*, IDWR Docket No. CM-MP-2016-001, May 2, 2016; Final Order Approving Amendment to Stipulated Mitigation Plan, *In the Matter of IGWA’s Settlement Agreement Mitigation Plan*, IDWR Docket No. CM-MP-2016-001, May 9, 2017.) Under this plan, each district is required to conserve its proportionate share of 240,000 acre-feet of groundwater and collectively deliver 50,000 acre-feet of storage annually to the SWC as set forth in the *Amended Final Order Regarding Compliance with Approved Plan* issued April 24, 2023.

On May 5, 2023, IGWA filed a *Notice of Ground Water District Mitigation* stating that some of its member ground water districts would mitigate under IGWA’s Storage Water Plan and others would mitigate under IGWA’s Settlement Agreement Plan, in accordance with their respective proportionate mitigation obligations under each plan. On May 23, 2023, the Director issued an *Order Determining Deficiency in IGWA’s Notice of Secured Water* which ruled that IGWA is not allowed to apportion mitigation obligations under the Storage Water Plan or the Settlement Agreement Plan based on each ground water district’s proportionate share. In effect, the order requires ground water districts to mitigate under one plan only. Based on the May 23 order, IGWA files this amended notice of mitigation.

Notice of Mitigation

IGWA will mitigate under the Storage Water Plan in 2023. The *April 2023 As-Applied Order* states that IGWA's share of the total predicted demand shortfall of 75,200 acre-feet is 63,645 acre-feet. (*April 2023 As-Applied Order*, p. 5, fn 5.) Attached hereto as Appendix A are copies of storage lease contracts secured by IGWA's member ground water districts totaling 77,714 acre-feet.

The *Order Determining Deficiency in IGWA's Notice of Secured Water* orders, for the first time, that the Districts not only provide contracts showing the water they have secured, but that they pay the Water District 1 fees in addition. The Districts object to this because the order approving the Storage Water Plan does not require IGWA to pay the Water District 1 fees before the date that storage water is committed to the SWC. (Order Approving Mitigation Plan, *In the Matter of Idaho Ground Water Appropriators, Inc.'s Mitigation Plan In Response To The Surface Water Coalition's Water Delivery Call*, IDWR Docket No. CM-MP-2009-007, June 3, 2010.) To the contrary, the order allows IGWA to "provide proof of rental or an option to rent storage water," and that "proof of rental or an option to rent storage water shall consist of fully executed and irrevocable contracts with holders of Snake River storage." By the nature of option contracts, fees due to Water District 1 cannot be paid until the option is exercised. It is also significant that IGWA has never failed to pay the Water District 1 fees due under any storage contract for mitigation water delivered to the SWC.


Without waiving IGWA's objection to the prepayment of Water District 1 fees, IGWA's member districts have gone ahead and paid the Water District 1 fees for 2023. IGWA reserves the right to secure storage water in future years and pay Water District 1 fees at the time such storage is transferred to the SWC.

Dated this 1st day of June, 2023.

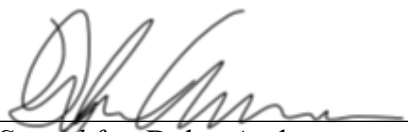
RACINE OLSON, PLLP

OLSEN & TAGGART PLLC

By: 
Thomas J. Budge
Attorneys for IGWA

By: 
Signed for: Skyler C. Johns
Attorneys for Bonneville-Jefferson
Ground Water District

DYLAN ANDERSON LAW

By: 
Signed for: Dylan Anderson
Attorney for Bingham Ground Water District

APPENDIX A

Storage Leases

WATER DISTRICT #1 RENTAL POOL - PRIVATE LEASE AGREEMENT

Idaho Irrigation District (lessor) agrees to lease 6,678 acre-feet of storage to Bingham Ground Water District (lessee) for the 2023 irrigation season at a price of \$ according to the rules and regulations contained in the Water District #1 Rental Pool Procedures.

Description of Lease:

Name of River or Stream from which lease is diverted: Snake River
Canal or Pump Name and location: TBD
Place of Use description: TBD
Water Right Appurtenant to Lands: TBD

An Idaho Water Resources Board surcharge (10% of the purchase price) plus a \$1.30 per acre-foot administrative fee must be received by Water District #1 prior to the approval of the storage lease).

If the reservoir storage system fails to fill in the season following the year leased, the lessor's storage allocation shall be reduced by the amount leased to offset any impacts to other spaceholders' storage accruals according to the approved Water District #1 Rental Pool Procedures pursuant to Idaho Code Section 42-1765. The lessor understands the net effect of this rule is to make an amount of the lessor's space (equal to the amount leased) last-to-fill in the reservoir system for the irrigation season following the lease.



If the lease is for irrigation purposes, the Applicant, by checking this box, certifies that the use of this leased storage water complies with the moratorium on new consumptive uses as outlined in Rental Pool Procedure 3.4. Failure to meet the conditions contained in Rental Pool Procedure 3.4 may be grounds for denying the application.

If the leased storage is diverted by a diversion outside the area regulated by Water District #1, the applicant, by signing this agreement agrees to report to the Watermaster of the water district containing the diversion, the daily amounts of leased storage diverted during the year. The Watermaster of that district, according to Rental Pool Procedure 4.3.108, must then report to the Water District #1 Watermaster the daily rental diverted by November 30th. Failure to report the daily rental diversion may result in the rental not being delivered in Water District #1's final rental delivery records.

Alan Deibel 5-1-23 Idaho Irrigation
Lessor Signature Date Title, Canal Company
District

ML 5/5/23 BGWD
Lessee Signature Date Canal Company or Diversion Name

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(official use only)

Date Lease Accepted by Watermaster: _____

Watermaster Signature: _____

WATER DISTRICT #1 RENTAL POOL - PRIVATE LEASE AGREEMENT

Snake River Valley Irrigation District (lessor) agrees to lease 5,009 acre-feet of storage to Bingham Ground Water District (lessee) for the 2023 irrigation season at a price of \$ according to the rules and regulations contained in the Water District #1 Rental Pool Procedures.

Description of Lease:

Name of River or Stream from which lease is diverted: Snake River
Canal or Pump Name and location: TBD
Place of Use description: TBD
Water Right Appurtenant to Lands: TBD

An Idaho Water Resources Board surcharge (10% of the purchase price) plus a \$1.30 per acre-foot administrative fee must be received by Water District #1 prior to the approval of the storage lease).

If the reservoir storage system fails to fill in the season following the year leased, the lessor's storage allocation shall be reduced by the amount leased to offset any impacts to other spaceholders' storage accruals according to the approved Water District #1 Rental Pool Procedures pursuant to Idaho Code Section 42-1765. The lessor understands the net effect of this rule is to make an amount of the lessor's space (equal to the amount leased) last-to-fill in the reservoir system for the irrigation season following the lease.



If the lease is for irrigation purposes, the Applicant, by checking this box, certifies that the use of this leased storage water complies with the moratorium on new consumptive uses as outlined in Rental Pool Procedure 3.4. Failure to meet the conditions contained in Rental Pool Procedure 3.4 may be grounds for denying the application.

If the leased storage is diverted by a diversion outside the area regulated by Water District #1, the applicant, by signing this agreement agrees to report to the Watermaster of the water district containing the diversion, the daily amounts of leased storage diverted during the year. The Watermaster of that district, according to Rental Pool Procedure 4.3.108, must then report to the Water District #1 Watermaster the daily rental diverted by November 30th. Failure to report the daily rental diversion may result in the rental not being delivered in Water District #1's final rental delivery records.

[Signature] 5-1-23 Manager SKUD
Lessor Signature Date Title, Canal Company

[Signature] 5-1-23 BGWD Manager
Lessee Signature Date Canal Company or Diversion Name

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(official use only)

Date Lease Accepted by Watermaster: _____

Watermaster Signature: _____

WATER DISTRICT #1 RENTAL POOL - PRIVATE LEASE AGREEMENT

New Sweden Irrigation District (lessor) agrees to lease 5,009 acre-feet of storage to Bingham Ground Water District (lessee) for the 2023 irrigation season at a price of \$ according to the rules and regulations contained in the Water District #1 Rental Pool Procedures.

Description of Lease:

Name of River or Stream from which lease is diverted: Snake River
Canal or Pump Name and location: TBD
Place of Use description: TBD
Water Right Appurtenant to Lands: TBD

An Idaho Water Resources Board surcharge (10% of the purchase price) plus a \$1.30 per acre-foot administrative fee must be received by Water District #1 prior to the approval of the storage lease).

If the reservoir storage system fails to fill in the season following the year leased, the lessor's storage allocation shall be reduced by the amount leased to offset any impacts to other spaceholders' storage accruals according to the approved Water District #1 Rental Pool Procedures pursuant to Idaho Code Section 42-1765. The lessor understands the net effect of this rule is to make an amount of the lessor's space (equal to the amount leased) last-to-fill in the reservoir system for the irrigation season following the lease.



If the lease is for irrigation purposes, the Applicant, by checking this box, certifies that the use of this leased storage water complies with the moratorium on new consumptive uses as outlined in Rental Pool Procedure 3.4. Failure to meet the conditions contained in Rental Pool Procedure 3.4 may be grounds for denying the application.

If the leased storage is diverted by a diversion outside the area regulated by Water District #1, the applicant, by signing this agreement agrees to report to the Watermaster of the water district containing the diversion, the daily amounts of leased storage diverted during the year. The Watermaster of that district, according to Rental Pool Procedure 4.3.108, must then report to the Water District #1 Watermaster the daily rental diverted by November 30th. Failure to report the daily rental diversion may result in the rental not being delivered in Water District #1's final rental delivery records.

Kent Sapp 5-1-23 MANAGER NSID
Lessor Signature Date Title, Canal Company

M. J. [Signature] 5/5/23 BGWD
Lessee Signature Date Canal Company or Diversion Name

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(official use only)

Date Lease Accepted by Watermaster: _____

Watermaster Signature: _____

WATER DISTRICT #1 RENTAL POOL - PRIVATE LEASE AGREEMENT

Enterprize Canal Company (lessor) agrees to lease 1,670 acre-feet of storage to Bingham Ground Water District (lessee) for the 2023 irrigation season at a price of \$ according to the rules and regulations contained in the Water District #1 Rental Pool Procedures.

Description of Lease:

Name of River or Stream from which lease is diverted: Snake River
Canal or Pump Name and location: TBD
Place of Use description: TBD
Water Right Appurtenant to Lands: TBD

An Idaho Water Resources Board surcharge (10% of the purchase price) plus a \$1.30 per acre-foot administrative fee must be received by Water District #1 prior to the approval of the storage lease).

If the reservoir storage system fails to fill in the season following the year leased, the lessor's storage allocation shall be reduced by the amount leased to offset any impacts to other spaceholders' storage accruals according to the approved Water District #1 Rental Pool Procedures pursuant to Idaho Code Section 42-1765. The lessor understands the net effect of this rule is to make an amount of the lessor's space (equal to the amount leased) last-to-fill in the reservoir system for the irrigation season following the lease.



If the lease is for irrigation purposes, the Applicant, by checking this box, certifies that the use of this leased storage water complies with the moratorium on new consumptive uses as outlined in Rental Pool Procedure 3.4. Failure to meet the conditions contained in Rental Pool Procedure 3.4 may be grounds for denying the application.

If the leased storage is diverted by a diversion outside the area regulated by Water District #1, the applicant, by signing this agreement agrees to report to the Watermaster of the water district containing the diversion, the daily amounts of leased storage diverted during the year. The Watermaster of that district, according to Rental Pool Procedure 4.3.108, must then report to the Water District #1 Watermaster the daily rental diverted by November 30th. Failure to report the daily rental diversion may result in the rental not being delivered in Water District #1's final rental delivery records.

David K
Lessor Signature

Enterprise Canal Company
Title Canal Company

5/3/23

Lessee Signature

Date

Canal Company or Diversion Name

Mh

5/5/23

BGWD

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(official use only)

Date Lease Accepted by Watermaster: _____

Watermaster Signature: _____

WATER DISTRICT #1 RENTAL POOL - PRIVATE LEASE AGREEMENT

Sunnydell Irrigation District (lessor) agrees to lease 334 acre-feet of storage to Bingham Ground Water District (lessee) for the 2023 irrigation season at a price of \$ according to the rules and regulations contained in the Water District #1 Rental Pool Procedures.

Description of Lease:

Name of River or Stream from which lease is diverted: Snake River
Canal or Pump Name and location: TBD
Place of Use description: TBD
Water Right Appurtenant to Lands: TBD

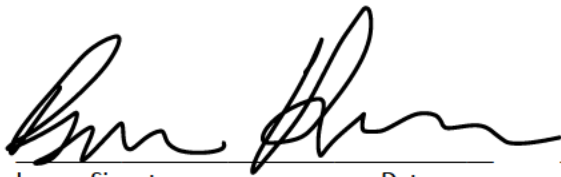
An Idaho Water Resources Board surcharge (10% of the purchase price) plus a \$1.30 per acre-foot administrative fee must be received by Water District #1 prior to the approval of the storage lease).

If the reservoir storage system fails to fill in the season following the year leased, the lessor's storage allocation shall be reduced by the amount leased to offset any impacts to other spaceholders' storage accruals according to the approved Water District #1 Rental Pool Procedures pursuant to Idaho Code Section 42-1765. The lessor understands the net effect of this rule is to make an amount of the lessor's space (equal to the amount leased) last-to-fill in the reservoir system for the irrigation season following the lease.



If the lease is for irrigation purposes, the Applicant, by checking this box, certifies that the use of this leased storage water complies with the moratorium on new consumptive uses as outlined in Rental Pool Procedure 3.4. Failure to meet the conditions contained in Rental Pool Procedure 3.4 may be grounds for denying the application.

If the leased storage is diverted by a diversion outside the area regulated by Water District #1, the applicant, by signing this agreement agrees to report to the Watermaster of the water district containing the diversion, the daily amounts of leased storage diverted during the year. The Watermaster of that district, according to Rental Pool Procedure 4.3.108, must then report to the Water District #1 Watermaster the daily rental diverted by November 30th. Failure to report the daily rental diversion may result in the rental not being delivered in Water District #1's final rental delivery records.

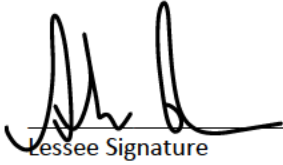


Lessor Signature

Date

V.P. Summrell Canal

Title, Canal Compan



Lessee Signature

5/5/23

Date

BGWD

Canal Company or Diversion Name

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(official use only)

Date Lease Accepted by Watermaster: _____

Watermaster Signature: _____

WATER DISTRICT #1 RENTAL POOL - PRIVATE LEASE AGREEMENT

Aberdeen-Springfield Canal Co (lessor) agrees to lease 3,500 acre-feet of storage to Bingham Ground Water District (lessee) for the 2023 irrigation season at a price of \$ according to the rules and regulations contained in the Water District #1 Rental Pool Procedures.

Description of Lease:

Name of River or Stream from which lease is diverted: Snake River
Canal or Pump Name and location: TBD
Place of Use description: TBD
Water Right Appurtenant to Lands: TBD

An Idaho Water Resources Board surcharge (10% of the purchase price) plus a \$1.30 per acre-foot administrative fee must be received by Water District #1 prior to the approval of the storage lease).

If the reservoir storage system fails to fill in the season following the year leased, the lessor's storage allocation shall be reduced by the amount leased to offset any impacts to other spaceholders' storage accruals according to the approved Water District #1 Rental Pool Procedures pursuant to Idaho Code Section 42-1765. The lessor understands the net effect of this rule is to make an amount of the lessor's space (equal to the amount leased) last-to-fill in the reservoir system for the irrigation season following the lease.



If the lease is for irrigation purposes, the Applicant, by checking this box, certifies that the use of this leased storage water complies with the moratorium on new consumptive uses as outlined in Rental Pool Procedure 3.4. Failure to meet the conditions contained in Rental Pool Procedure 3.4 may be grounds for denying the application.

If the leased storage is diverted by a diversion outside the area regulated by Water District #1, the applicant, by signing this agreement agrees to report to the Watermaster of the water district containing the diversion, the daily amounts of leased storage diverted during the year. The Watermaster of that district, according to Rental Pool Procedure 4.3.108, must then report to the Water District #1 Watermaster the daily rental diverted by November 30th. Failure to report the daily rental diversion may result in the rental not being delivered in Water District #1's final rental delivery records.

Amir N 5/5/23 General Manager
Lessor Signature Date Title, Canal Company
Ah 5/5/23 BGWD
Lessee Signature Date Canal Company or Diversion Name

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(official use only)

Date Lease Accepted by Watermaster: _____

Watermaster Signature: _____

WATER DISTRICT #1 RENTAL POOL - PRIVATE LEASE AGREEMENT

Blackfoot Irrigation Company (lessor) agrees to lease 500 acre-feet of storage to Bingham Ground Water District (lessee) for the 2023 irrigation season at a price of \$ according to the rules and regulations contained in the Water District #1 Rental Pool Procedures.

Description of Lease:

Name of River or Stream from which lease is diverted: Snake River
Canal or Pump Name and location: TBD
Place of Use description: TBD
Water Right Appurtenant to Lands: TBD

An Idaho Water Resources Board surcharge (10% of the purchase price) plus a \$1.30 per acre-foot administrative fee must be received by Water District #1 prior to the approval of the storage lease).

If the reservoir storage system fails to fill in the season following the year leased, the lessor's storage allocation shall be reduced by the amount leased to offset any impacts to other spaceholders' storage accruals according to the approved Water District #1 Rental Pool Procedures pursuant to Idaho Code Section 42-1765. The lessor understands the net effect of this rule is to make an amount of the lessor's space (equal to the amount leased) last-to-fill in the reservoir system for the irrigation season following the lease.

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If the lease is for irrigation purposes, the Applicant, by checking this box, certifies that the use of this leased storage water complies with the moratorium on new consumptive uses as outlined in Rental Pool Procedure 3.4. Failure to meet the conditions contained in Rental Pool Procedure 3.4 may be grounds for denying the application.

If the leased storage is diverted by a diversion outside the area regulated by Water District #1, the applicant, by signing this agreement agrees to report to the Watermaster of the water district containing the diversion, the daily amounts of leased storage diverted during the year. The Watermaster of that district, according to Rental Pool Procedure 4.3.108, must then report to the Water District #1 Watermaster the daily rental diverted by November 30th. Failure to report the daily rental diversion may result in the rental not being delivered in Water District #1's final rental delivery records.

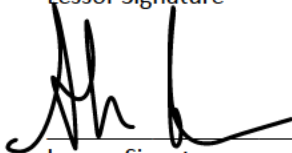


Lessor Signature

Date



Title, Canal Company



Lessee Signature

5/5/23

Date

B6W D

Canal Company or Diversion Name

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(official use only)

Date Lease Accepted by Watermaster: _____

Watermaster Signature: _____

WATER DISTRICT #1 RENTAL POOL - PRIVATE LEASE AGREEMENT

Corbett Slough Ditch Company (lessor) agrees to lease 750 acre-feet of storage to Bingham Ground Water District (lessee) for the 2023 irrigation season at a price of \$ according to the rules and regulations contained in the Water District #1 Rental Pool Procedures.

Description of Lease:

Name of River or Stream from which lease is diverted: Snake River
Canal or Pump Name and location: TBD
Place of Use description: TBD
Water Right Appurtenant to Lands: TBD

An Idaho Water Resources Board surcharge (10% of the purchase price) plus a \$1.30 per acre-foot administrative fee must be received by Water District #1 prior to the approval of the storage lease).

If the reservoir storage system fails to fill in the season following the year leased, the lessor's storage allocation shall be reduced by the amount leased to offset any impacts to other spaceholders' storage accruals according to the approved Water District #1 Rental Pool Procedures pursuant to Idaho Code Section 42-1765. The lessor understands the net effect of this rule is to make an amount of the lessor's space (equal to the amount leased) last-to-fill in the reservoir system for the irrigation season following the lease.



If the lease is for irrigation purposes, the Applicant, by checking this box, certifies that the use of this leased storage water complies with the moratorium on new consumptive uses as outlined in Rental Pool Procedure 3.4. Failure to meet the conditions contained in Rental Pool Procedure 3.4 may be grounds for denying the application.

If the leased storage is diverted by a diversion outside the area regulated by Water District #1, the applicant, by signing this agreement agrees to report to the Watermaster of the water district containing the diversion, the daily amounts of leased storage diverted during the year. The Watermaster of that district, according to Rental Pool Procedure 4.3.108, must then report to the Water District #1 Watermaster the daily rental diverted by November 30th. Failure to report the daily rental diversion may result in the rental not being delivered in Water District #1's final rental delivery records.

Title, Canal Company

Canal Company or Diversion Name

WATER DISTRICT #1 RENTAL POOL - PRIVATE LEASE AGREEMENT

Parsons Ditch Company (lessor) agrees to lease 100 acre-feet of storage to Bingham Ground Water District (lessee) for the 2023 irrigation season at a price of \$ according to the rules and regulations contained in the Water District #1 Rental Pool Procedures.

Description of Lease:

Name of River or Stream from which lease is diverted: Snake River
Canal or Pump Name and location: TBD
Place of Use description: TBD
Water Right Appurtenant to Lands: TBD

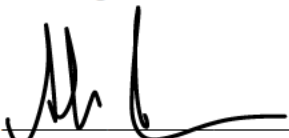
An Idaho Water Resources Board surcharge (10% of the purchase price) plus a \$1.30 per acre-foot administrative fee must be received by Water District #1 prior to the approval of the storage lease).

If the reservoir storage system fails to fill in the season following the year leased, the lessor's storage allocation shall be reduced by the amount leased to offset any impacts to other spaceholders' storage accruals according to the approved Water District #1 Rental Pool Procedures pursuant to Idaho Code Section 42-1765. The lessor understands the net effect of this rule is to make an amount of the lessor's space (equal to the amount leased) last-to-fill in the reservoir system for the irrigation season following the lease.



If the lease is for irrigation purposes, the Applicant, by checking this box, certifies that the use of this leased storage water complies with the moratorium on new consumptive uses as outlined in Rental Pool Procedure 3.4. Failure to meet the conditions contained in Rental Pool Procedure 3.4 may be grounds for denying the application.

If the leased storage is diverted by a diversion outside the area regulated by Water District #1, the applicant, by signing this agreement agrees to report to the Watermaster of the water district containing the diversion, the daily amounts of leased storage diverted during the year. The Watermaster of that district, according to Rental Pool Procedure 4.3.108, must then report to the Water District #1 Watermaster the daily rental diverted by November 30th. Failure to report the daily rental diversion may result in the rental not being delivered in Water District #1's final rental delivery records.

Lessor Signature	Date	Title, Canal Company
	5/5/23	BGWD
Lessee Signature	Date	Canal Company or Diversion Name

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(official use only)

Date Lease Accepted by Watermaster: _____

Watermaster Signature: _____

WATER DISTRICT #1 RENTAL POOL - PRIVATE LEASE AGREEMENT

Peoples Canal & Irrigation Co (lessor) agrees to lease 2,514 acre-feet of storage to Bingham Ground Water District (lessee) for the 2023 irrigation season at a price of \$ according to the rules and regulations contained in the Water District #1 Rental Pool Procedures.

Description of Lease:

Name of River or Stream from which lease is diverted: Snake River
Canal or Pump Name and location: TBD
Place of Use description: TBD
Water Right Appurtenant to Lands: TBD

An Idaho Water Resources Board surcharge (10% of the purchase price) plus a \$1.30 per acre-foot administrative fee must be received by Water District #1 prior to the approval of the storage lease).

If the reservoir storage system fails to fill in the season following the year leased, the lessor's storage allocation shall be reduced by the amount leased to offset any impacts to other spaceholders' storage accruals according to the approved Water District #1 Rental Pool Procedures pursuant to Idaho Code Section 42-1765. The lessor understands the net effect of this rule is to make an amount of the lessor's space (equal to the amount leased) last-to-fill in the reservoir system for the irrigation season following the lease.



If the lease is for irrigation purposes, the Applicant, by checking this box, certifies that the use of this leased storage water complies with the moratorium on new consumptive uses as outlined in Rental Pool Procedure 3.4. Failure to meet the conditions contained in Rental Pool Procedure 3.4 may be grounds for denying the application.

If the leased storage is diverted by a diversion outside the area regulated by Water District #1, the applicant, by signing this agreement agrees to report to the Watermaster of the water district containing the diversion, the daily amounts of leased storage diverted during the year. The Watermaster of that district, according to Rental Pool Procedure 4.3.108, must then report to the Water District #1 Watermaster the daily rental diverted by November 30th. Failure to report the daily rental diversion may result in the rental not being delivered in Water District #1's final rental delivery records.

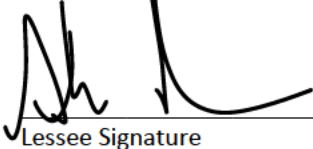


Lessor Signature

Date



Title, Canal Company



Lessee Signature

5/5/23

Date

BGWD

Canal Company or Diversion Name

=====

(official use only)

Date Lease Accepted by Watermaster: _____

Watermaster Signature: _____

WATER DISTRICT #1 RENTAL POOL - PRIVATE LEASE AGREEMENT

Riverside Canal Company (lessor) agrees to lease 50 acre-feet of storage to Bingham Ground Water District (lessee) for the 2023 irrigation season at a price of \$ according to the rules and regulations contained in the Water District #1 Rental Pool Procedures.

Description of Lease:

Name of River or Stream from which lease is diverted: Snake River
Canal or Pump Name and location: TBD
Place of Use description: TBD
Water Right Appurtenant to Lands: TBD

An Idaho Water Resources Board surcharge (10% of the purchase price) plus a \$1.30 per acre-foot administrative fee must be received by Water District #1 prior to the approval of the storage lease).

If the reservoir storage system fails to fill in the season following the year leased, the lessor's storage allocation shall be reduced by the amount leased to offset any impacts to other spaceholders' storage accruals according to the approved Water District #1 Rental Pool Procedures pursuant to Idaho Code Section 42-1765. The lessor understands the net effect of this rule is to make an amount of the lessor's space (equal to the amount leased) last-to-fill in the reservoir system for the irrigation season following the lease.

☐

If the lease is for irrigation purposes, the Applicant, by checking this box, certifies that the use of this leased storage water complies with the moratorium on new consumptive uses as outlined in Rental Pool Procedure 3.4. Failure to meet the conditions contained in Rental Pool Procedure 3.4 may be grounds for denying the application.

If the leased storage is diverted by a diversion outside the area regulated by Water District #1, the applicant, by signing this agreement agrees to report to the Watermaster of the water district containing the diversion, the daily amounts of leased storage diverted during the year. The Watermaster of that district, according to Rental Pool Procedure 4.3.108, must then report to the Water District #1 Watermaster the daily rental diverted by November 30th. Failure to report the daily rental diversion may result in the rental not being delivered in Water District #1's final rental delivery records.

76th	_____	_____
Lessor Signature	Date	Title, Canal Company
ML	5/5/23	B G W D
Lessee Signature	Date	Canal Company or Diversion Name

=====

(official use only)

Date Lease Accepted by Watermaster: _____

Watermaster Signature: _____

WATER DISTRICT #1 RENTAL POOL - PRIVATE LEASE AGREEMENT

The United Canal Company _____ (lessor) agrees to lease 400 acre-feet of storage to Bingham Ground Water District _____ (lessee) for the 2023 irrigation season at a price of \$ according to the rules and regulations contained in the Water District #1 Rental Pool Procedures.

Description of Lease:

Name of River or Stream from which lease is diverted: Snake River
Canal or Pump Name and location: TBD
Place of Use description: TBD
Water Right Appurtenant to Lands: TBD

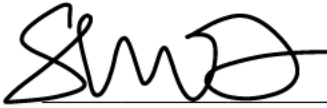
An Idaho Water Resources Board surcharge (10% of the purchase price) plus a \$1.30 per acre-foot administrative fee must be received by Water District #1 prior to the approval of the storage lease).

If the reservoir storage system fails to fill in the season following the year leased, the lessor's storage allocation shall be reduced by the amount leased to offset any impacts to other spaceholders' storage accruals according to the approved Water District #1 Rental Pool Procedures pursuant to Idaho Code Section 42-1765. The lessor understands the net effect of this rule is to make an amount of the lessor's space (equal to the amount leased) last-to-fill in the reservoir system for the irrigation season following the lease.



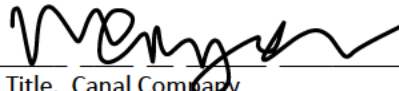
If the lease is for irrigation purposes, the Applicant, by checking this box, certifies that the use of this leased storage water complies with the moratorium on new consumptive uses as outlined in Rental Pool Procedure 3.4. Failure to meet the conditions contained in Rental Pool Procedure 3.4 may be grounds for denying the application.

If the leased storage is diverted by a diversion outside the area regulated by Water District #1, the applicant, by signing this agreement agrees to report to the Watermaster of the water district containing the diversion, the daily amounts of leased storage diverted during the year. The Watermaster of that district, according to Rental Pool Procedure 4.3.108, must then report to the Water District #1 Watermaster the daily rental diverted by November 30th. Failure to report the daily rental diversion may result in the rental not being delivered in Water District #1's final rental delivery records.

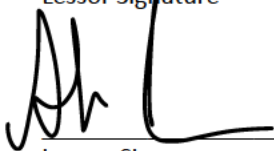


Lessor Signature

Date



Title, Canal Company



Lessee Signature

5/5/23

Date

B G W D

Canal Company or Diversion Name

=====

(official use only)

Date Lease Accepted by Watermaster: _____

Watermaster Signature: _____

WATER DISTRICT #1 RENTAL POOL - PRIVATE LEASE AGREEMENT

Watson Canal Company (lessor) agrees to lease 50 acre-feet of storage to Bingham Ground Water District (lessee) for the 2023 irrigation season at a price of \$ according to the rules and regulations contained in the Water District #1 Rental Pool Procedures.

Description of Lease:

Name of River or Stream from which lease is diverted: Snake River
Canal or Pump Name and location: TBD
Place of Use description: TBD
Water Right Appurtenant to Lands: TBD

An Idaho Water Resources Board surcharge (10% of the purchase price) plus a \$1.30 per acre-foot administrative fee must be received by Water District #1 prior to the approval of the storage lease).

If the reservoir storage system fails to fill in the season following the year leased, the lessor's storage allocation shall be reduced by the amount leased to offset any impacts to other spaceholders' storage accruals according to the approved Water District #1 Rental Pool Procedures pursuant to Idaho Code Section 42-1765. The lessor understands the net effect of this rule is to make an amount of the lessor's space (equal to the amount leased) last-to-fill in the reservoir system for the irrigation season following the lease.

☐

If the lease is for irrigation purposes, the Applicant, by checking this box, certifies that the use of this leased storage water complies with the moratorium on new consumptive uses as outlined in Rental Pool Procedure 3.4. Failure to meet the conditions contained in Rental Pool Procedure 3.4 may be grounds for denying the application.

If the leased storage is diverted by a diversion outside the area regulated by Water District #1, the applicant, by signing this agreement agrees to report to the Watermaster of the water district containing the diversion, the daily amounts of leased storage diverted during the year. The Watermaster of that district, according to Rental Pool Procedure 4.3.108, must then report to the Water District #1 Watermaster the daily rental diverted by November 30th. Failure to report the daily rental diversion may result in the rental not being delivered in Water District #1's final rental delivery records.

Lessor Signature

Date

Title, Canal Company

Alc

Lessee Signature

5/5/23

Date

BGWD

Canal Company or Diversion Name

=====

(official use only)

Date Lease Accepted by Watermaster: _____

Watermaster Signature: _____

WATER DISTRICT #1 RENTAL POOL - PRIVATE LEASE AGREEMENT

Wearyrick Ditch Company (lessor) agrees to lease 150 acre-feet of storage to Bingham Ground Water District (lessee) for the 2023 irrigation season at a price of \$ according to the rules and regulations contained in the Water District #1 Rental Pool Procedures.

Description of Lease:

Name of River or Stream from which lease is diverted: Snake River
Canal or Pump Name and location: TBD
Place of Use description: TBD
Water Right Appurtenant to Lands: TBD

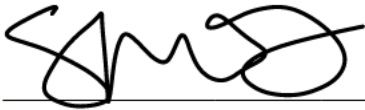
An Idaho Water Resources Board surcharge (10% of the purchase price) plus a \$1.30 per acre-foot administrative fee must be received by Water District #1 prior to the approval of the storage lease).

If the reservoir storage system fails to fill in the season following the year leased, the lessor's storage allocation shall be reduced by the amount leased to offset any impacts to other spaceholders' storage accruals according to the approved Water District #1 Rental Pool Procedures pursuant to Idaho Code Section 42-1765. The lessor understands the net effect of this rule is to make an amount of the lessor's space (equal to the amount leased) last-to-fill in the reservoir system for the irrigation season following the lease.



If the lease is for irrigation purposes, the Applicant, by checking this box, certifies that the use of this leased storage water complies with the moratorium on new consumptive uses as outlined in Rental Pool Procedure 3.4. Failure to meet the conditions contained in Rental Pool Procedure 3.4 may be grounds for denying the application.

If the leased storage is diverted by a diversion outside the area regulated by Water District #1, the applicant, by signing this agreement agrees to report to the Watermaster of the water district containing the diversion, the daily amounts of leased storage diverted during the year. The Watermaster of that district, according to Rental Pool Procedure 4.3.108, must then report to the Water District #1 Watermaster the daily rental diverted by November 30th. Failure to report the daily rental diversion may result in the rental not being delivered in Water District #1's final rental delivery records.

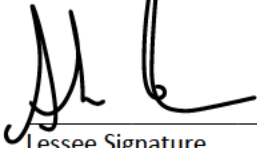


Lessor Signature

Date



Title, Canal Company



Lessee Signature

5/5/23

Date

BBWD

Canal Company or Diversion Name

=====

(official use only)

Date Lease Accepted by Watermaster: _____

Watermaster Signature: _____

STORAGE WATER LEASE

This Storage Water Lease ("Lease") is entered into between Enterprize Canal Co., whose mailing address is PO BOX 583, Ririe, ID 83443, ("Lessor"), and the Bonneville Jefferson Ground Water District whose mailing address is P.O. Box 51121, Idaho Falls, Idaho 83204.

RECITALS

- A. Lessor has the right to use, lease, and assign storage water allocated and available to Lessor as a space holder in the Idaho Water District 1 reservoir system pursuant to Lessor's Storage Water Contracts with the United States Bureau of Reclamation ("Reclamation").
- B. BONNEVILLE JEFFERSON GROUND WATER DISTRICT desires to lease storage water to satisfy mitigation obligations determined by the Director of the Idaho Department of Water Resources ("Department") and related purposes, such as aquifer recharge and converting farmland from ground to surface water irrigation.
- C. Lessor desires to lease storage water to BONNEVILLE JEFFERSON GROUND WATER DISTRICT, and BONNEVILLE JEFFERSON GROUND WATER DISTRICT desires to lease storage water from Lessor, pursuant to the terms of this Lease.

LEASE

1. **Storage Water Lease.** Lessor hereby leases to Bonneville Jefferson Ground Water District 4,000 acre feet of storage water for 2023 only, at which the Bonneville Jefferson Ground Water District is required to pay rent at a rate of \$ [REDACTED].
2. **Term.** The initial term of this Lease shall be for a period of one (1) year, commencing January 1, 2023, and ending December 31, 2023.
3. **Payment of Rent.** Bonneville Jefferson Ground Water District will pay the rent to Lessor in two equal installments. The first installment on or before May 1, of 2023, and the final installment on or before November 1, of 2023.
4. **Administrative Fees.** BONNEVILLE JEFFERSON GROUND WATER DISTRICT will pay all administrative fees imposed by Water District 1 and the Idaho Water Resource Board.
5. **Use of Leased Water.**
 - 5.1 The assignment, delivery, and use of leased storage water will be determined by BONNEVILLE JEFFERSON GROUND WATER DISTRICT and is subject to the final accounting for the year by the Watermaster of Water District 1

and any applicable Water District 1 Rental Pool Rules.

5.2 This Lease does not include any right to use storage water below Milner Dam.

5.3 The storage water available to Bonneville Jefferson Ground Water District under this Lease may be assigned and delivered by Bonneville Jefferson Ground Water District to any of its members or to any other person or entity for the authorized uses of recharge, mitigation, irrigation, or other lawful use at any time up to December 1 each year.

5.4 Any storage water not used or assigned by Bonneville Jefferson Ground Water District by December 1 shall remain in Lessor's Water District 1 storage account and then belong only to Lessor.

5.5 Lessor understands that any storage water leased may be subject to the Water District 1 Rental Pool Rules.

6. Representations by Lessor. Lessor covenants and represents that:

6.1 It will provide to Bonneville Jefferson Ground Water District all storage water leased under this Lease.

6.2 It is the true and lawful owner of the storage water and that nothing restricts or precludes Lessor from entering into this Lease.

7. Breach. If either party defaults in the performance of its obligations under this Lease, and such default is not cured within thirty (30) days after receipt of written notice thereof, the non-breaching party, at its option, may elect to pursue remedies for breach of contract in district court.

8. Assignment. This Lease may not be assigned by Bonneville Jefferson Ground Water District without the express written consent of Lessor, but the storage water leased by Bonneville Jefferson Ground Water District under this Lease may be assigned or otherwise made available to any other person or entity.

9. Dispute Resolution. Any substantial dispute between the parties shall be resolved in accordance with the following provisions.

9.1 Good Faith Negotiation. Upon written notice from one party to the other, authorized representatives of the parties will attempt in good faith to resolve the dispute by negotiation.

9.2 Mediation. If the dispute cannot be resolved by good faith negotiation, either party may demand that the dispute be subjected to mediation

by a mediator designated by mutual Lease of the parties. The mediation will be held in Bonneville County, Idaho, unless the parties mutually agree to a different location. Mediator costs will be split equally between the parties.

9.3 Litigation. Litigation is allowed between the parties only: (i) if the dispute is not resolved by mediation, (ii) for the purpose of enforcing a settlement Lease entered into between the parties, or (iii) to seek temporary injunctive relief if a party deems such action necessary to avoid irreparable damage. The pursuit or granting of temporary injunctive relief does not excuse the parties from participating in good faith negotiation and mediation as set forth above. The prevailing party in any litigation is entitled to recover reasonable attorney fees and costs.

9.4 Governing Law, Jurisdiction, and Venue. This Lease will be construed and interpreted in accordance with the laws of the State of Idaho. The parties agree that the courts of Idaho shall have exclusive jurisdiction, and agree that Bonneville County is the proper venue.

9.5 Exclusive Procedures. The procedures specified in this section 9 are the exclusive procedures for the resolution of disputes between the parties. All applicable statutes of limitation shall be tolled while the negotiation and mediation procedures specified in section 9.3 are pending.

10. **Notices.** All notices given pursuant to this Lease must be in writing and shall be sent in one of the following manners: (a) by certified mail, return receipt requested, postage prepaid; (b) by recognized overnight courier such as Federal Express; (c) by facsimile transmission; (d) by email if the receiving party acknowledges receipt of the emailed notice. Notices shall be deemed received on the earlier of actual receipt, three days after mailing for certified mail and regular mail, the next business day if given by fax, or the date the receiving party acknowledges receipt of email notice.

ADDRESSES TO BE USED FOR NOTICES AND DELIVERY OF LEASE PAYMENTS SHALL BE AS FOLLOWS:

Lessor: Enterprize Canal Co.
 PO BOX 583
 Ririe, ID 83443

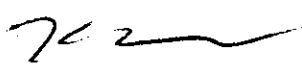
Lessee: Bonneville Jefferson Ground Water District
 PO Box 51121
 Idaho Falls, ID 83405

Either party may change its designated address by providing written notice of such change to the other party.

11. **Binding Effect.** This Lease shall be binding upon the respective heirs, successors, and assigns of the parties.

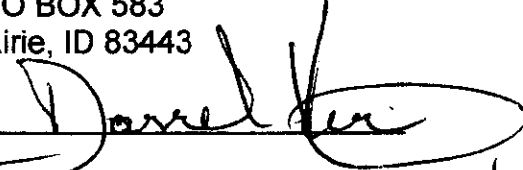
LESSEE:

Bonneville Jefferson Ground Water District
PO Box 51121
Idaho Falls, ID 83405

 4-21-23
By: Kirt Schwieder
Title: Treasurer Date

LESSOR:

Enterprize Canal Co.
PO BOX 583
Ririe, ID 83443

 4/20/23
By: Darrel Kerr
Title: Chairman Date

STORAGE WATER LEASE

This Storage Water Lease ("Lease") is entered into between Idaho Irrigation District, whose address is 496 E 14th St, Idaho Falls, ID 83404, Idaho Falls, Idaho 83402 ("Lessor"), and the Bonneville Jefferson Ground Water District whose mailing address is P.O. Box 51121, Idaho Falls, Idaho 83204.

RECITALS

- A. Lessor has the right to use, lease, and assign storage water allocated and available to Lessor as a space holder in the Idaho Water District 1 reservoir system pursuant to Lessor's Storage Water Contracts with the United States Bureau of Reclamation ("Reclamation").
- B. BONNEVILLE JEFFERSON GROUND WATER DISTRICT desires to lease storage water to satisfy mitigation obligations determined by the Director of the Idaho Department of Water Resources ("Department") and related purposes, such as aquifer recharge and converting farmland from ground to surface water irrigation.
- C. Lessor desires to lease storage water to BONNEVILLE JEFFERSON GROUND WATER DISTRICT, and BONNEVILLE JEFFERSON GROUND WATER DISTRICT desires to lease storage water from Lessor, pursuant to the terms of this Lease.

LEASE

- 1. **Storage Water Lease.** Lessor hereby leases to Bonneville Jefferson Ground Water District 4,000 acre feet of storage water for 2023 only, at which the Bonneville Jefferson Ground Water District is required to pay rent at a rate of \$ [REDACTED]
- 2. **Term.** The initial term of this Lease shall be for a period of one (1) year, commencing January 1, 2023, and ending December 31, 2023.
- 3. **Payment of Rent.** Bonneville Jefferson Ground Water District will pay the rent to Lessor in two equal installments. The first installment on or before ~~May 1~~ ^{JULY 15}, of 2023, and the final installment on or before November 1, of 2023.
- 4. **Administrative Fees.** BONNEVILLE JEFFERSON GROUND WATER DISTRICT will pay all administrative fees imposed by Water District 1 and the Idaho Water Resource Board.
- 5. **Use of Leased Water.**
 - 5.1 The assignment, delivery, and use of leased storage water will be determined by BONNEVILLE JEFFERSON GROUND WATER DISTRICT and is subject to the final accounting for the year by the Watermaster of Water District 1

and any applicable Water District 1 Rental Pool Rules.

5.2 This Lease does not include any right to use storage water below Milner Dam.

5.3 The storage water available to Bonneville Jefferson Ground Water District under this Lease may be assigned and delivered by Bonneville Jefferson Ground Water District to any of its members or to any other person or entity for the authorized uses of recharge, mitigation, irrigation, or other lawful use at any time up to December 1 each year.

5.4 Any storage water not used or assigned by Bonneville Jefferson Ground Water District by December 1 shall remain in Lessor's Water District 1 storage account and then belong only to Lessor.

5.5 Lessor understands that any storage water leased may be subject to the Water District 1 Rental Pool Rules.

6. Representations by Lessor. Lessor covenants and represents that:

6.1 It will provide to Bonneville Jefferson Ground Water District all storage water leased under this Lease.

6.2 It is the true and lawful owner of the storage water and that nothing restricts or precludes Lessor from entering into this Lease.

7. Breach. If either party defaults in the performance of its obligations under this Lease, and such default is not cured within thirty (30) days after receipt of written notice thereof, the non-breaching party, at its option, may elect to pursue remedies for breach of contract in district court.

8. Assignment. This Lease may not be assigned by Bonneville Jefferson Ground Water District without the express written consent of Lessor, but the storage water leased by Bonneville Jefferson Ground Water District under this Lease may be assigned or otherwise made available to any other person or entity.

9. Dispute Resolution. Any substantial dispute between the parties shall be resolved in accordance with the following provisions.

9.1 Good Faith Negotiation. Upon written notice from one party to the other, authorized representatives of the parties will attempt in good faith to resolve the dispute by negotiation.

9.2 Mediation. If the dispute cannot be resolved by good faith negotiation, either party may demand that the dispute be subjected to mediation

11. **Binding Effect.** This Lease shall be binding upon the respective heirs, successors, and assigns of the parties.

LESSEE:

Bonneville Jefferson Ground Water District
PO Box 51121
Idaho Falls, ID 83405



4-21-23

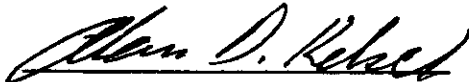
By: Kirt Schwieder

Title: Treasurer

Date

LESSOR:

Idaho Irrigation District
496 E 14th St.
Idaho Falls, ID 83404



4-18-2023

By: Alan Kelsch

Date

Title: Chairman – Idaho Irrigation District

STORAGE WATER LEASE

This Storage Water Lease ("Lease") is entered into between Snake River Valley Irrigation District, whose address is 816 N. 700 E., with a mailing address at PO BOX 70, Basalt, ID 83218, ("Lessor"), and the Bonneville Jefferson Ground Water District whose mailing address is P.O. Box 51121, Idaho Falls, Idaho 83204.

RECITALS

- A. Lessor has the right to use, lease, and assign storage water allocated and available to Lessor as a space holder in the Idaho Water District 1 reservoir system pursuant to Lessor's Storage Water Contracts with the United States Bureau of Reclamation ("Reclamation").
- B. BONNEVILLE JEFFERSON GROUND WATER DISTRICT desires to lease storage water to satisfy mitigation obligations determined by the Director of the Idaho Department of Water Resources ("Department") and related purposes, such as aquifer recharge and converting farmland from ground to surface water irrigation.
- C. Lessor desires to lease storage water to BONNEVILLE JEFFERSON GROUND WATER DISTRICT, and BONNEVILLE JEFFERSON GROUND WATER DISTRICT desires to lease storage water from Lessor, pursuant to the terms of this Lease.

LEASE

- 1. **Storage Water Lease.** Lessor hereby leases to Bonneville Jefferson Ground Water District 4,000 acre feet of storage water for 2023 only, at which the Bonneville Jefferson Ground Water District is required to pay rent at a rate of \$ [REDACTED]
- 2. **Term.** The initial term of this Lease shall be for a period of one (1) year, commencing January 1, 2023, and ending December 31, 2023.
- 3. **Payment of Rent.** Bonneville Jefferson Ground Water District will pay the rent to Lessor in two equal installments. The first installment on or before May 1, of 2023, and the final installment on or before November 1, of 2023.
- 4. **Administrative Fees.** BONNEVILLE JEFFERSON GROUND WATER DISTRICT will pay all administrative fees imposed by Water District 1 and the Idaho Water Resource Board.
- 5. **Use of Leased Water.**
 - 5.1 The assignment, delivery, and use of leased storage water will be determined by BONNEVILLE JEFFERSON GROUND WATER DISTRICT and is subject to the final accounting for the year by the Watermaster of Water District 1 and any applicable Water District 1 Rental Pool Rules.

5.2 This Lease does not include any right to use storage water below Milner Dam.

5.3 The storage water available to Bonneville Jefferson Ground Water District under this Lease may be assigned and delivered by Bonneville Jefferson Ground Water District to any of its members or to any other person or entity for the authorized uses of recharge, mitigation, irrigation, or other lawful use at any time up to December 1 each year.

5.4 Any storage water not used or assigned by Bonneville Jefferson Ground Water District by December 1 shall remain in Lessor's Water District 1 storage account and then belong only to Lessor.

5.5 Lessor understands that any storage water leased may be subject to the Water District 1 Rental Pool Rules.

6. Representations by Lessor. Lessor covenants and represents that:

6.1 It will provide to Bonneville Jefferson Ground Water District all storage water leased under this Lease.

6.2 It is the true and lawful owner of the storage water and that nothing restricts or precludes Lessor from entering into this Lease.

7. Breach. If either party defaults in the performance of its obligations under this Lease, and such default is not cured within thirty (30) days after receipt of written notice thereof, the non-breaching party, at its option, may elect to pursue remedies for breach of contract in district court.

8. Assignment. This Lease may not be assigned by Bonneville Jefferson Ground Water District without the express written consent of Lessor, but the storage water leased by Bonneville Jefferson Ground Water District under this Lease may be assigned or otherwise made available to any other person or entity.

9. Dispute Resolution. Any substantial dispute between the parties shall be resolved in accordance with the following provisions.

9.1 Good Faith Negotiation. Upon written notice from one party to the other, authorized representatives of the parties will attempt in good faith to resolve the dispute by negotiation.

9.2 Mediation. If the dispute cannot be resolved by good faith negotiation, either party may demand that the dispute be subjected to mediation

by a mediator designated by mutual Lease of the parties. The mediation will be held in Bonneville County, Idaho, unless the parties mutually agree to a different location. Mediator costs will be split equally between the parties.

9.3 Litigation. Litigation is allowed between the parties only: (i) if the dispute is not resolved by mediation, (ii) for the purpose of enforcing a settlement Lease entered into between the parties, or (iii) to seek temporary injunctive relief if a party deems such action necessary to avoid irreparable damage. The pursuit or granting of temporary injunctive relief does not excuse the parties from participating in good faith negotiation and mediation as set forth above. The prevailing party in any litigation is entitled to recover reasonable attorney fees and costs.

9.4 Governing Law, Jurisdiction, and Venue. This Lease will be construed and interpreted in accordance with the laws of the State of Idaho. The parties agree that the courts of Idaho shall have exclusive jurisdiction, and agree that Bonneville County is the proper venue.

9.5 Exclusive Procedures. The procedures specified in this section 9 are the exclusive procedures for the resolution of disputes between the parties. All applicable statutes of limitation shall be tolled while the negotiation and mediation procedures specified in section 9.3 are pending.

10. Notices. All notices given pursuant to this Lease must be in writing and shall be sent in one of the following manners: (a) by certified mail, return receipt requested, postage prepaid; (b) by recognized overnight courier such as Federal Express; (c) by facsimile transmission; (d) by email if the receiving party acknowledges receipt of the emailed notice. Notices shall be deemed received on the earlier of actual receipt, three days after mailing for certified mail and regular mail, the next business day if given by fax, or the date the receiving party acknowledges receipt of email notice.

ADDRESSES TO BE USED FOR NOTICES AND DELIVERY OF LEASE PAYMENTS SHALL BE AS FOLLOWS:

Lessor: Snake River Valley
Irrigation District
816 N. 700 E.
PO Box 70
Basalt, ID 83218

Lessee. Bonneville Jefferson Ground Water District:
PO Box 51121
Idaho Falls, ID 83405

Either party may change its designated address by providing written notice of such change to the other party.

successors, and assigns of the parties.

LESSEE:

Bonneville Jefferson Ground Water District
PO Box 51121
Idaho Falls, ID 83405

 4-21-23

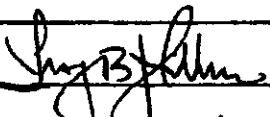
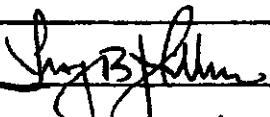
By: Kirt Schwieder

Title: Treasurer

Date

LESSOR:

Snake River Valley
Irrigation District
816 N. 700 E.
PO Box 70
Basalt, ID 83218

 4-20-23
By:  Date

Title: President

STORAGE WATER LEASE

This Storage Water Lease ("Lease") is entered into between Idaho Irrigation District, whose address is 496 E 14th St, Idaho Falls, ID 83404, Idaho Falls, Idaho 83402 ("Lessor"), and the Bonneville Jefferson Ground Water District whose mailing address is P.O. Box 51121, Idaho Falls, Idaho 83204.

RECITALS

- A. Lessor has the right to use, lease, and assign storage water allocated and available to Lessor as a space holder in the Idaho Water District 1 reservoir system pursuant to Lessor's Storage Water Contracts with the United States Bureau of Reclamation ("Reclamation").
- B. BONNEVILLE JEFFERSON GROUND WATER DISTRICT desires to lease storage water to satisfy mitigation obligations determined by the Director of the Idaho Department of Water Resources ("Department") and related purposes, such as aquifer recharge and converting farmland from ground to surface water irrigation.
- C. Lessor desires to lease storage water to BONNEVILLE JEFFERSON GROUND WATER DISTRICT, and BONNEVILLE JEFFERSON GROUND WATER DISTRICT desires to lease storage water from Lessor, pursuant to the terms of this Lease.

LEASE

- 1. **Storage Water Lease.** Lessor hereby leases to Bonneville Jefferson Ground Water District 2500 acre feet of storage water for 2023 only, at which the Bonneville Jefferson Ground Water District is required to pay rent at a rate of [REDACTED] per acre-foot ([REDACTED] total).
- 2. **Term.** The initial term of this Lease shall be for a period of one (1) year, commencing January 1, 2023, and ending December 31, 2023.
- 3. **Payment of Rent.** Bonneville Jefferson Ground Water District will pay the rent to Lessor in two equal installments. The first installment on or before July 1, of 2023, and the final installment on or before November 1, of 2023.
- 4. **Administrative Fees.** BONNEVILLE JEFFERSON GROUND WATER DISTRICT will pay all administrative fees imposed by Water District 1 and the Idaho Water Resource Board.
- 5. **Use of Leased Water.**
 - 5.1 The assignment, delivery, and use of leased storage water will be determined by BONNEVILLE JEFFERSON GROUND WATER DISTRICT and is subject to the final accounting for the year by the Watermaster of Water District 1

and any applicable Water District 1 Rental Pool Rules.

5.2 This Lease does not include any right to use storage water below Milner Dam.

5.3 The storage water available to Bonneville Jefferson Ground Water District under this Lease may be assigned and delivered by Bonneville Jefferson Ground Water District to any of its members or to any other person or entity for the authorized uses of recharge, mitigation, irrigation, or other lawful use at any time up to December 1 each year.

5.4 Any storage water not used or assigned by Bonneville Jefferson Ground Water District by December 1 shall remain in Lessor's Water District 1 storage account and then belong only to Lessor.

5.5 Lessor understands that any storage water leased may be subject to the Water District 1 Rental Pool Rules.

6. Representations by Lessor. Lessor covenants and represents that:

6.1 It will provide to Bonneville Jefferson Ground Water District all storage water leased under this Lease.

6.2 It is the true and lawful owner of the storage water and that nothing restricts or precludes Lessor from entering into this Lease.

7. **Breach.** If either party defaults in the performance of its obligations under this Lease, and such default is not cured within thirty (30) days after receipt of written notice thereof, the non-breaching party, at its option, may elect to pursue remedies for breach of contract in district court.

8. **Assignment.** This Lease may not be assigned by Bonneville Jefferson Ground Water District without the express written consent of Lessor, but the storage water leased by Bonneville Jefferson Ground Water District under this Lease may be assigned or otherwise made available to any other person or entity.

9. **Dispute Resolution.** Any substantial dispute between the parties shall be resolved in accordance with the following provisions.

9.1 **Good Faith Negotiation.** Upon written notice from one party to the other, authorized representatives of the parties will attempt in good faith to resolve the dispute by negotiation.

9.2 **Mediation.** If the dispute cannot be resolved by good faith negotiation, either party may demand that the dispute be subjected to mediation

by a mediator designated by mutual Lease of the parties. The mediation will be held in Bonneville County, Idaho, unless the parties mutually agree to a different location. Mediator costs will be split equally between the parties.

9.3 Litigation. Litigation is allowed between the parties only: (i) if the dispute is not resolved by mediation, (ii) for the purpose of enforcing a settlement Lease entered into between the parties, or (iii) to seek temporary injunctive relief if a party deems such action necessary to avoid irreparable damage. The pursuit or granting of temporary injunctive relief does not excuse the parties from participating in good faith negotiation and mediation as set forth above. The prevailing party in any litigation is entitled to recover reasonable attorney fees and costs.

9.4 Governing Law, Jurisdiction, and Venue. This Lease will be construed and interpreted in accordance with the laws of the State of Idaho. The parties agree that the courts of Idaho shall have exclusive jurisdiction, and agree that Bonneville County is the proper venue.

9.5 Exclusive Procedures. The procedures specified in this section 9 are the exclusive procedures for the resolution of disputes between the parties. All applicable statutes of limitation shall be tolled while the negotiation and mediation procedures specified in section 9.3 are pending.

10. Notices. All notices given pursuant to this Lease must be in writing and shall be sent in one of the following manners: (a) by certified mail, return receipt requested, postage prepaid; (b) by recognized overnight courier such as Federal Express; (c) by facsimile transmission; (d) by email if the receiving party acknowledges receipt of the emailed notice. Notices shall be deemed received on the earlier of actual receipt, three days after mailing for certified mail and regular mail, the next business day if given by fax, or the date the receiving party acknowledges receipt of email notice.

ADDRESSES TO BE USED FOR NOTICES AND DELIVERY OF LEASE PAYMENTS SHALL BE AS FOLLOWS:

Lessor: Idaho Irrigation District
496 E 14th St
Idaho Falls, ID 83404

Lessee: Bonneville Jefferson Ground Water
District:
PO Box 51121
Idaho Falls, ID 83405

Either party may change its designated address by providing written notice of such change to the other party.

11. **Binding Effect.** This Lease shall be binding upon the respective heirs, successors, and assigns of the parties.

LESSEE:

Bonneville Jefferson Ground Water District
PO Box 51121
Idaho Falls, ID 83405

Kirt Schwieder

By: **Kirt Schwieder**
Title: **Treasurer** Date

LESSOR:

Idaho Irrigation District
496 E 14th St.
Idaho Falls, ID 83404

Alan Kelsch

By: **Alan Kelsch** Date
Title: **Chairman – Idaho Irrigation District**

WATER DISTRICT #1 RENTAL POOL - PRIVATE LEASE AGREEMENT

Idaho Irrigation District _____ (lessor) agrees to lease 2500 acre-feet of storage to
Bonneville Jefferson Ground Water District _____ (lessee) for the 2023 irrigation season at a price of
\$ 325,000.00 according to the rules and regulations contained in the Water District #1 Rental Pool Procedures.

Description of Lease:

Name of River or Stream from which lease is diverted: Snake River
Canal or Pump Name and location: To be determined
Place of Use description: To be determined
Water Right Appurtenant to Lands: To be determined

An Idaho Water Resources Board surcharge (10% of the purchase price) plus a \$1.30 per acre-foot administrative fee must be received by Water District #1 prior to the approval of the storage lease).

If the reservoir storage system fails to fill in the season following the year leased, the lessor's storage allocation shall be reduced by the amount leased to offset any impacts to other spaceholders' storage accruals according to the approved Water District #1 Rental Pool Procedures pursuant to Idaho Code Section 42-1765. The lessor understands the net effect of this rule is to make an amount of the lessor's space (equal to the amount leased) last-to-fill in the reservoir system for the irrigation season following the lease.

☒ If the lease is for irrigation purposes, the Applicant, by checking this box, certifies that the use of this leased storage water complies with the moratorium on new consumptive uses as outlined in Rental Pool Procedure 3.4. Failure to meet the conditions contained in Rental Pool Procedure 3.4 may be grounds for denying the application.

If the leased storage is diverted by a diversion outside the area regulated by Water District #1, the applicant, by signing this agreement agrees to report to the Watermaster of the water district containing the diversion, the daily amounts of leased storage diverted during the year. The Watermaster of that district, according to Rental Pool Procedure 4.3.108, must then report to the Water District #1 Watermaster the daily rental diverted by November 30th. Failure to report the daily rental diversion may result in the rental not being delivered in Water District #1's final rental delivery records.

Alan Kelsch

Alan Kelsch (May 9, 2023 07:25 MDT)

Lessor Signature

Date

Title, Canal Company

Kurt

Lessee Signature

Date

Canal Company or Diversion Name

=====

(official use only)

Date Lease Accepted by Watermaster: _____

Watermaster Signature: _____







2023.05 Idaho Irrigation WaterLease 2500 AF

Final Audit Report

2023-05-09

Created:	2023-05-08
By:	Brad Buttars (brad@bjgwdistrict.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAP7PyKRz1fh-VptwGFvO5n297fMbHBDzB

"2023.05 Idaho Irrigation WaterLease 2500 AF" History

-  Document created by Brad Buttars (brad@bjgwdistrict.com)
2023-05-08 - 8:57:13 PM GMT
-  Document emailed to Kirt Schwieder (idahosod@gmail.com) for signature
2023-05-08 - 8:57:56 PM GMT
-  Email viewed by Kirt Schwieder (idahosod@gmail.com)
2023-05-09 - 3:22:22 AM GMT
-  Document e-signed by Kirt Schwieder (idahosod@gmail.com)
Signature Date: 2023-05-09 - 3:23:05 AM GMT - Time Source: server
-  Document emailed to alankelsch@icloud.com for signature
2023-05-09 - 3:23:06 AM GMT
-  Email viewed by alankelsch@icloud.com
2023-05-09 - 1:21:27 PM GMT
-  Signer alankelsch@icloud.com entered name at signing as Alan Kelsch
2023-05-09 - 1:25:10 PM GMT
-  Document e-signed by Alan Kelsch (alankelsch@icloud.com)
Signature Date: 2023-05-09 - 1:25:12 PM GMT - Time Source: server
-  Agreement completed.
2023-05-09 - 1:25:12 PM GMT



Adobe Acrobat Sign

MULTI-YEAR TRIBAL WATER LEASE AGREEMENT

This WATER LEASE ("**Lease Agreement**") is made and entered into by and between the SHOSHONE-BANNOCK TRIBES of the Fort Hall Reservation ("Tribes"), acting through the Tribal Rental Pool Committee in the operation of the Tribal Water Supply Bank and the Fort Hall Business Council, and the IDAHO GROUND WATER APPROPRIATORS, INC. , a non-profit corporation, acting for and on behalf of North Snake Ground Water District, Magic Valley Ground Water District, Southwest Irrigation District, American Falls – Aberdeen Ground Water District and Carey Valley Ground Water District, (collectively "IGWA") and is effective on the date executed by both parties hereto.

RECITALS

A. Pursuant to *The 1990 Fort Hall Indian Water Rights Agreement*, the Tribes are entitled to federal storage contract rights, held in trust for the Tribes by the United States, in an amount of 2.8059% of the storage space in American Falls Reservoir and 6.9917% of the storage space in Palisades Reservoir. These contract storage rights are equivalent to full capacity volumes of 46,931 acre-feet in American Falls Reservoir and 83,900 acre-feet in Palisades Reservoir, and those water rights and the associated volumes of water are referred to herein as the "**Tribal Water Supply Bank.**" Due to sedimentation, the maximum annual volumes accrued to each of the contract storage rights are less than the stated capacity volumes.

B. The Shoshone-Bannock Tribes have adopted the Shoshone-Bannock Tribal Water Supply Bank Rules, which have been duly approved by the Idaho Water Resources Board, for the purposes of leasing storage water held by the Tribes in American Falls Reservoir for delivery and use in the Snake River Basin anywhere within Idaho, and for leasing storage water held by the Tribes in Palisades Reservoir for delivery and use in the Snake River Basin above Milner Dam.

C. IGWA is a non-profit corporation which was established to represent its membership, which is currently comprised of eight groundwater districts, two irrigation districts, and numerous other municipal, commercial, and industrial groundwater users in Idaho. IGWA has entered into an agreement with the Surface Water Coalition to resolve disputes related to the impacts of groundwater use on surface water rights. IGWA desires to lease storage water from the Tribes based on the terms herein for use as mitigation flow in the Snake River and for use in meeting other aspects of the agreement.

Now, therefore, and in consideration of the covenants, obligations, and other valuable consideration referred to herein, the Tribes and IGWA agree as follows:

1. Quantity of Leased Water. The water that is the subject of this Lease Agreement is referred to herein as the "**Rental Volume**". The quantity of Rental Volume shall be defined under the terms below.
 - a. Each year of the Lease Agreement, the Tribes will commit to provide and IGWA will commit to rent from the Tribes a volume of up to 25,000 acre-feet, subject to the terms and conditions provided below.

- b. The Rental Volume will be supplied from the Tribal Water Supply Bank, which is comprised of the Tribes' federal contract storage rights in American Falls and Palisades Reservoirs, as defined in the *1990 Fort Hall Indian Water Rights Agreement* and decreed in the Snake River Basin Adjudication. Subject to Section 1.f below, the Tribal Water Supply Bank water that will be available for the Rental Volume excludes all other water rights and water assets of the Tribes, and such water rights and assets are not a part of this Lease Agreement.
- c. The Tribes and IGWA agree that the Tribes' obligation to deliver water under this Lease Agreement is contingent on the availability of water from the Tribal Water Supply Bank for rental. Each year, the Tribes will declare the quantity of water in the Tribal Water Supply Bank available as Rental Volume to IGWA within 5 business days of the Water District 1 publication date of storage allocation.
- d. The quantity of water in the Tribal Water Supply Bank available as Rental Volume will be calculated by the Tribes as the Tribal Water Supply Bank storage allocation remaining after satisfaction of: (1) the estimated Michaud Unit irrigation demands, (2) an additional volume of storage water, not to exceed 5,000 acre-feet, to mitigate uncertainty, and (3) other lease contracts, separate from this Lease Agreement, entered into by the Tribes for use of the Tribal Water Supply Bank that carry a higher annual lease price as described in Section 1.e below. The quantity of available water may also be limited by court orders or other regulatory enforcement of applicable laws and regulations applicable to the Tribal Water Supply Bank water.
- e. Nothing in this Lease Agreement shall operate to prevent the Tribes from leasing additional water from the Tribal Water Supply Bank to another party or parties. The total annual water supplies available to satisfy lease contracts from the Tribal Water Supply Bank will be determined as stated in Section 1.d above and allocated to each lease contract, which is active on the publication date of storage allocation, as follows: (1) the lease contract with the highest lease price (\$/acre-foot) will be satisfied in full up to its annual contract volume, (2) the lease contract with the second-highest lease price will next be satisfied in full up to its annual contract volume, and (3) additional lease contracts will be satisfied in a similar fashion with priority for supply given to lease contracts based on lease prices. The allocation of annual supplies to active lease contracts does not apply to Carryover Volume and Additional Volume described below.
- f. The Tribes hold a "**Reserve Supply**" equal to 25,276 acre-feet that was secured under a 2015 settlement agreement. The Tribes may request delivery of the Reserve Supply each year up to an annual volume of 10,000 acre-feet and the Reserve Supply is administered as Tribal storage allocation in American Falls Reservoir. Each year of this Lease Agreement, the Tribes, in their sole discretion, may elect to use the Reserve Supply to fulfill Rental Volume commitments defined in Section 1.a above. The Reserve Supply will be provided through the Tribal Water Supply Bank.

- g. Subject to reservoir space being available in the Tribal Water Supply Bank and approval by the Tribes, IGWA may elect to hold and carryover a portion of the Rental Volume in storage and not take delivery of that carryover water in the same year that it was declared available by the Tribes. This volume of water is referred to herein as “**Carryover Volume**”. The Carryover Volume shall be accounted for as an independent volume of water within the Tribal Water Supply Bank, such that the annual Rental Volume calculation and other Tribal uses of its federal contract storage rights identified in Section 1.d shall not be drawn from the Carryover Volume. The Carryover Volume shall be annually reduced based on a pro-rata portion of the annual evaporative losses applied to the Tribal Water Supply Bank. The total Carryover Volume accumulated in previous years shall not exceed 10,000 acre-feet.
 - h. The Carryover Volume shall be reset to zero when the Tribal Water Supply Bank refills, indicated by a combined allocation of at least 128,000 acre-feet to the Tribes’ federal contract storage rights in American Falls and Palisades Reservoirs. No repayment or reimbursement shall be due to IGWA for lost Carryover Volume due to a reset. The Carryover Volume shall reset to zero at the end of this Lease Agreement term, unless otherwise agreed to in a separate writing by the Parties.
 - i. IGWA will have the option to lease additional water from the Tribal Water Supply Bank, in excess of 25,000 acre-feet, if it is made available for rental by the Tribes. This volume of water is referred to herein as “**Additional Volume**”. It is understood and acknowledged by IGWA and the Tribes that Additional Volume rentals may impact the availability of water as Rental Volume in future years. IGWA shall communicate to the Tribes an interest in leasing Additional Volume by April 1 of the year in which the Additional Volume is requested. The Tribes’ approval of Additional Volume leases shall be at the sole discretion of the Tribes and shall not be subject to the calculations defined in Section 1.d.
2. Water Delivery and Administration. Delivery of the Rental Volume shall occur when the Rental Volume has been released from either Palisades or American Falls Reservoir, and appropriately deducted from the Tribes’ storage account in these reservoirs. The Tribes and IGWA shall cooperatively work together to ensure the delivery of the Rental Volume to IGWA and the appropriate administration of such water.
- a. The quantity of water to be leased under this Lease Agreement under Paragraph 1 has been reviewed by the Tribal Rental Pool Committee as required by the Shoshone-Bannock Tribal Water Supply Bank Rules.
 - b. Any carriage or other losses of Rental Volume that may occur downstream from American Falls Reservoir or Palisades Reservoir, as the source of water, shall be the responsibility of IGWA.
 - c. The scheduling of releases of the Rental Volume shall be in the sole discretion of IGWA, provided however, that IGWA will notify and cooperate with the Tribes and the U.S. Bureau of Reclamation (Reclamation) to implement any storage release request. The

Tribes and IGWA will cooperate with Reclamation and Water District 1 in measuring and accounting for the Rental Volume at the outflow of American Falls Reservoir and/or Palisades Reservoir.

- d. The Rental Volume, Carryover Volume, and Additional Volume leases shall only be available for use by IGWA or assignment to the Surface Water Coalition to satisfy IGWA's obligations, and shall not otherwise be available for re-marketing or assignment to a third party, unless such re-marketing or assignment is agreed upon in writing by the Tribes.
3. Term. The term of this Lease Agreement shall be for five (5) years commencing on April 1, 2021 and terminating on October 31, 2025.
 - a. After the initial term, the Lease Agreement will be automatically renewed on an annual basis, unless a termination letter is sent by the Tribes or IGWA six (6) months prior to the desired termination date of the Lease Agreement.
 4. Agreement Contingencies. This Lease Agreement, and obligations hereunder, are expressly contingent upon:
 - a. Acquiring all approvals that may be required for the rental, release, delivery, and use of the Rental Volume by IGWA;
 - b. Payment by IGWA pursuant to Paragraph 5 below;
 - c. Delivery of the Rental Volume by the Tribes to IGWA prior to October 31 of each year during the term of this agreement, subject to the provisions of Paragraphs 5-7 below.
 5. Payment. The "**Annual Lease Payment**" shall be calculated as the Rental Volume declared and made available for lease by the Tribes multiplied by the Lease Price. The Lease Price during the 5-year term shall be calculated as follows:

<u>Year</u>	<u>Lease Price Adjustment</u> <u>(\$/acre-foot)</u>	<u>Lease Price</u> <u>(\$/acre-foot)</u>
2021	\$0	\$ [REDACTED]
2022	Maximum of \$1 per acre-foot or % change in Consumer Price Index for All Urban Consumer (CPI) from January 1, 2021 to December 31, 2021 multiplied by the 2021 Lease Price, rounded to the nearest dollar.	2021 Lease Price + 2022 Adjustment
2023	Maximum of \$1 per acre-foot or % change in CPI from 1/1/2022 to 12/31/2022 multiplied by the 2022 Lease Price, rounded to the nearest dollar	2022 Lease Price + 2023 Adjustment
2024	Maximum of \$1 per acre-foot or % change in CPI from 1/1/2023 to 12/31/2023 multiplied by the 2023 Lease Price, rounded to the nearest dollar	2023 Lease Price + 2024 Adjustment
2025	Maximum of \$1 per acre-foot or % change in CPI from 1/1/2024 to 12/31/2024 multiplied by the 2024 Lease Price, rounded to the nearest dollar	2024 Lease Price + 2025 Adjustment

- a. If the full Rental Volume is not available in any particular year, IGWA shall pay the dollar per acre-foot Lease Price stated above for that year for the Rental Volume available.
 - b. IGWA shall be obligated to make the Annual Lease Payment each year whether or not IGWA takes delivery of any amount of the Rental Volume by October 31 of each year.
 - c. IGWA shall make payments for the Carryover Volume in the year that the water is first declared available as Rental Volume by the Tribes, and shall not make a second payment for the water in subsequent years when it is delivered for use.
 - d. The annual lease price adjustment shown in the table above shall be applied in each subsequent year that the Lease Agreement is renewed under Section 3.a after the initial 5-year term.
 - e. Payments for Additional Volume leases shall be based on the lease price stated above for the year in which the Additional Volume lease takes place, and such payments shall represent an addition to the Annual Lease Payment due to the Tribes.
6. Payment Schedule. The lease payments shall be payable by IGWA as follows:
- a. 50% of the total Annual Lease Payment is due by July 1 of each year of the Lease Agreement;
 - b. The balance of the total Annual Lease Payment is due by November 1 of each year of the Lease Agreement;
 - c. Payments for Additional Volume leases shall follow the payment schedule defined above for the Rental Volume leases.
 - d. All payments are payable by wire transfer to the Tribes within five (5) business days of due date stated above.
7. Termination. Either the Tribes or IGWA may terminate this Lease Agreement in accordance with the provisions below:
- a. Either the Tribes or IGWA may terminate this Lease Agreement:
 - i. For any violation or breach of the terms of this Lease Agreement; or
 - ii. If any of the terms and conditions of any approval of the lease arrangement, or other applicable state or federal law, rule, or regulation, or the administration of the leased water, are inconsistent with the terms of this Lease Agreement.
 - b. Termination shall be effective within 30 days of provision of written notice to the other party detailing the basis for such termination. The party against whom such termination

is asserted shall have 30 days to cure the violation or breach that is the basis for the termination.

- c. Termination may be subject to the Conflict Resolution provisions of Section 8.e, if the party against whom termination is sought disagrees with the basis of the termination.
- d. In the event of any such termination, there shall be an accounting of lease payments paid by IGWA and leased water delivered by the Tribes as of the termination date. IGWA shall pay for all leased water delivered. In the event IGWA has submitted payment for leased water that remains undelivered by the termination date, the Tribes shall refund any lease payments received for leased water that remains undelivered, and the Tribes will not be obligated to provide such water unless the parties otherwise agree in writing.

8. Miscellaneous Provisions.

- a. Amendments. No amendment or modification of this Lease Agreement or its provisions shall be effective unless documented in writing and approved and executed by all parties with the same formality as this Lease Agreement.
- b. Force Majeure. Delays or inability to perform any of the requirements of this Lease Agreement within the term or time limits prescribed herein shall be excused to the extent that performance is rendered impossible by any event beyond the control of either party including but not limited to drought, governmental acts or orders or restrictions, existing legal obligations, failure of suppliers, war, terrorism or any other reason where failure to perform is beyond the reasonable control of and is not caused by the conduct of the non-performing party. A force majeure event shall not include financial inability to complete performance of an obligation.
- c. Notices. All notices and other communications under this Lease Agreement shall be in writing. Notices shall be deemed as duly received on the date of service, if served personally on the party to whom notice is to be given. Notices shall also be deemed as duly received five (5) days from the date said notice is mailed to the party to whom notice is to be given, either by first class mail, registered or certified, postage prepaid or by express delivery with handling prepaid, and properly addressed as follows:

If to the Shoshone-Bannock Tribes:

Chairman, Fort Hall Business Council
Shoshone-Bannock Tribes
P.O. Box 306
Fort Hall, Idaho 83203

With a Copy to:

Tribal Water Engineer
Shoshone-Bannock Tribes Water Resources Department
P.O. Box 306

Fort Hall, Idaho 83203
Phone: (208) 239-4580

If to IGWA:

President
Idaho Ground Water Appropriators, Inc.
%Racine Olson, PLLC
Pocatello, ID 83204

With a Copy to:

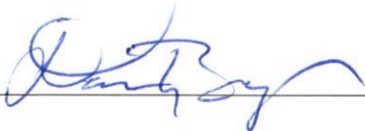
Randall Budge, T.J. Budge, Counsel
Racine Olsen, PLLC
P.O. Box 1391
Pocatello, ID 83204
Phone: (208) 232-6101

- d. Compliance with Laws and Usage. The Parties, at their own expense, will comply with all federal, state, and tribal laws, ordinances, rules, and regulations applicable to this Lease Agreement and the business conducted pursuant thereto.
- e. Conflict Resolution. In the event of any dispute, claim, question, or disagreement arising from or relating to the Lease Agreement or the breach thereof, the Tribes and IGWA agree as follows:
 - i. The Tribes and IGWA agree to initially submit such dispute to non-binding mediation in an effort to resolve the same.
 - ii. In the event that formal legal proceedings are commenced in connection with this Agreement, the parties agree that the Shoshone-Bannock Tribal Court shall be the sole, proper and exclusive forum and venue for such proceedings.
 - iii. The laws and regulations of the Shoshone-Bannock Tribes shall govern the interpretation of this Lease Agreement and/or any formal legal proceedings commenced regarding this Lease Agreement.
- f. Attorneys' Fees. In any action concerning the terms or enforcement of this Lease Agreement, the prevailing party shall be entitled to recover reasonable costs and attorneys' fees, including any costs and attorneys' fees incurred in appellate proceedings.
- g. Binding Effect. All of the covenants, conditions, and provisions of this Lease Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.
- h. Entire Agreement. This Lease Agreement constitutes the entire agreement between the parties and supersedes any prior understandings or oral or written agreements between the parties respecting the within subject matter.

- i. Severability. If any provision of this Lease Agreement shall ever be held to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of this Lease Agreement, but such other provisions shall continue in full force and effect.
- j. Headings. The headings of paragraphs and sections in this Lease Agreement are inserted only as a matter of convenience and for reference purposes, and they do not define, limit, or describe the scope of this Lease Agreement or the intent of any of the provisions thereof.
- k. Sovereign Immunity. Neither the execution of this Lease Agreement, nor any provision contained herein shall be interpreted to act as a waiver of the Shoshone-Bannock Tribes' sovereign immunity. The Shoshone-Bannock Tribes hereby specifically reserves and retains its sovereign immunity and any rights appurtenant thereto. The Shoshone-Bannock Tribes' sovereign immunity from suit may only be waived by resolution of the Fort Hall Business Council.
- l. Contract Interpretation. The parties have participated jointly in the negotiation and drafting of this Lease Agreement. In the event an ambiguity or question of intent or interpretation arises, this Lease Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Lease Agreement.
- m. No Third Party Beneficiary. This Lease Agreement is exclusively for the benefit of and governs only the parties hereto. The Tribes and IGWA are the only parties to this Compact and are the only parties entitled to enforce the terms of this Lease Agreement. Nothing in this Lease Agreement gives, or is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons.
- n. Indemnification. IGWA indemnifies the Tribes and its officers, subsidiaries, agents, and employees (the "Indemnitees") and IGWA shall hold the Indemnitees harmless for any damages, claims, demands, personal injury, illness, death, property damage, or other loss resulting in any manner in connection with IGWA's use of the water leased pursuant to this Lease Agreement.
- o. No Waiver. Forbearance in enforcing any right or remedy under this Lease Agreement shall not be deemed a waiver nor shall it be the basis for an inference that any party hereto has waived any provision hereof or that a party has waived any right hereunder.

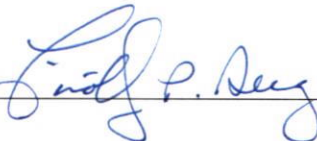
This Lease Agreement shall be signed in triplicate and shall be effective when signed by both the Tribes and IGWA.

SHOSHONE-BANNOCK TRIBES:

Date: 10-6-20 By: 

Devon Boyer, Chairman
Fort Hall Business Council

IDAHO GROUND WATER APPROPRIATORS, INC.

Date: 10-27-2020 By: 

Tim Deeg, President

STORAGE WATER LEASE

This Storage Water Lease ("Agreement") is entered into between North Fork Reservoir Company, ("Lessor"), and Henry's Fork Groundwater District (the "District").

RECITALS

A. Lessor has the right to use, lease, and assign storage water allocated and available to Lessor as a space holder in the Idaho Water District 1 reservoir system pursuant to Lessor's Storage Water Contracts with the United States Bureau of Reclamation ("Reclamation").

B. THE DISTRICT desires to lease storage water to satisfy mitigation obligations determined by the Director of the Idaho Department of Water Resources ("Department") and related purposes, such as aquifer recharge and converting farmland from ground to surface water irrigation.

C. Lessor desires to lease storage water to the DISTRICT, and the DISTRICT desires to lease storage water from Lessor, pursuant to the terms of this Lease.

LEASE

1. Storage Water Lease. Lessor hereby leases to the DISTRICT storage water for 2021-2025 only, at which the DISTRICT is required to pay rent as follows:

1,500 acre-feet at \$20.00 per acre-foot. IGWA will pay \$1.30 acre-foot Water District 01 administrative fee and \$2.00 State Water Supply Bank Fee for a total payment of \$2.30 per acre-foot.

2. Term. The initial term of this Lease shall commence March 13, 2021, and end November 30, 2025.

3. Payment of Rent. The DISTRICT will pay the rent to Lessor in one installment, on or before 1st day October, of each year.

4. Administrative Fees. IGWA will pay all administrative fees imposed by Water District 1 and the Idaho Water Resource Board.

5. Use of Leased Water.

5.1 The assignment, delivery, and use of leased storage water will be determined by the DISTRICT and is subject to the final accounting for the year by the Water-master of Water District 1 and any applicable Water District 1 Rental Pool Rules.

5.2 This Lease does not include any right to use storage water below Milner Dam.

5.3 The storage water available to the DISTRICT under this Lease may be assigned and delivered by the DISTRICT to any of its members or to any other person or entity for the authorized uses of recharge, mitigation, irrigation, or other lawful use at any time up to December 1 each year.

5.4 Any storage water not used or assigned by the DISTRICT by December 1 shall remain in Lessor's Water District 1 storage account and then belong only to Lessor.

5.5 Lessor understands that any storage water leased may be subject to the Water District 1 Rental Pool Rules.

6. Representations by Lessor. Lessor covenants and represents that:

6.1 It will provide to the DISTRICT all storage water leased under this Lease.

6.2 It is the true and lawful owner of the storage water and that nothing restricts or precludes Lessor from entering this Lease.

7. Breach. If either party defaults in the performance of its obligations under this Lease, and such default is not cured within thirty (30) days after receipt of written notice thereof, the non-breaching party, at its option, may elect any or all of the following cumulative remedies:

(a) Terminate this Lease.

(b) Seek specific performance of this Lease;

8. Assignment. This Lease may not be assigned by the DISTRICT without the express written consent of Lessor, but the storage water leased by the DISTRICT under this Lease may be assigned or otherwise made available to any other person or entity.

9. Dispute Resolution. Any substantial dispute between the parties shall be resolved in accordance with the following provisions.

9.1 Good Faith Negotiation. Upon written notice from one party to the other, authorized representatives of the parties will attempt in good faith to resolve the dispute by negotiation.

9.2 Mediation. If the dispute cannot be resolved by good faith negotiation, either party may demand that the dispute be subjected to mediation by a mediator designated by mutual Lease of the parties. The mediation will be held in Fremont County, Idaho, unless the parties mutually agree to a different location. Mediator costs will be split equally between the parties.

9.3 Litigation. Litigation is allowed between the parties only: (i) if the dispute is not resolved by mediation, (ii) for the purpose of enforcing a settlement Lease entered into between the parties, or (iii) to seek temporary injunctive relief if a party deems such action necessary to avoid irreparable damage. The pursuit or granting of temporary injunctive relief does not excuse the parties from participating in good faith negotiation and mediation as set forth above. The prevailing party in any litigation is entitled to recover reasonable attorney fees and costs.

9.4 Governing Law, Jurisdiction, and Venue. This Lease will be construed and interpreted in accordance with the laws of the State of Idaho. The parties agree that the courts of Idaho shall have exclusive jurisdiction and agree that Fremont County is the proper venue.

9.5 Exclusive Procedures. The procedures specified in this section 9 are the exclusive procedures for the resolution of disputes between the parties. All applicable statutes of limitation shall be tolled while the negotiation and mediation procedures specified in section 9.1 and 9.2 are pending.

10. Notices. All notices given pursuant to this Lease must be in writing and shall be sent in one of the following manners: (a) by certified mail, return receipt requested, postage prepaid; (b) by recognized overnight courier such as Federal Express; (c) by facsimile transmission; (d) by email if the receiving party acknowledges receipt of the emailed notice. Notices shall be deemed received on the earlier of actual receipt, three days after mailing

for certified mail and regular mail, the next business day if given by fax, or the date the receiving party acknowledges receipt of email notice.

**ADDRESSES TO BE USED FOR NOTICES AND DELIVERY OF LEASE PAYMENTS
SHALL BE AS FOLLOWS:**

Lessor: North Fork Reservoir Company
Michael Rasmussen, President
Address: PO Box 250
Rexburg, Idaho 83201

DISTRICT: Henry's Fork Groundwater District
Aaron Dalling, Secretary
Address: PO BOX 15 St. Anthony, Idaho 83445
Phone: 208-403-8474
Email: aaron.fmid@myidahomail.com

Either party may change its designated address by providing written notice of such change to the other party.

11. Binding Effect. This Agreement shall be binding upon the respective heirs, successors, and assigns of the parties.

DATED this 26 day of Aug, 2022.

LESSEE:
Henry's Fork Groundwater District

By: 
Aaron Dalling-Secretary

DATED this 26 day of Aug, 2022.

LESSOR:
North Fork Reservoir Company
PO Box 250
Rexburg, ID 83440

By: 
Michael Rasmussen-President

January 5, 2023

ONE-YEAR TRIBAL WATER LEASE AGREEMENT

This One-Year Tribal Water Lease Agreement ("Lease Agreement") is entered into between the SHOSHONE-BANNOCK TRIBES of the Fort Hall Reservation ("Tribes"), acting through the Tribal Lease Pool Committee in the operation of the Tribal Water Supply Bank and the Fort Hall Business Council, and the following three groundwater districts: North Snake Ground Water District, Magic Valley Ground Water District, and American Falls-Aberdeen Ground Water District (collectively, "Districts"). The Tribes and Districts may be referred to herein collectively as the "parties" and individually as a "party." This Lease Agreement shall be effective on the date executed by both parties.

RECITALS

A. Pursuant to *The 1990 Fort Hall Indian Water Rights Agreement*, the Tribes are entitled to federal storage contract rights, held in trust for the Tribes by the United States, in an amount of 2.8059% of the storage space in American Falls Reservoir and 6.9917% of the storage space in Palisades Reservoir. These contract storage rights are equivalent to full capacity volumes of 46,931 acre-feet in American Falls Reservoir and 83,900 acre-feet in Palisades Reservoir. These water rights and associated volumes of storage water are referred to herein as the "Tribal Water Supply Bank." Due to sedimentation, the maximum annual volumes accrued to each of the contract storage rights are less than the stated capacity volumes.

B. The Shoshone-Bannock Tribes have adopted the Shoshone-Bannock Tribal Water Supply Bank Rules, which have been duly approved by the Idaho Water Resources Board, for the purposes of leasing storage water held by the Tribes in American Falls Reservoir for delivery and use in the Snake River Basin anywhere within Idaho, and for leasing storage water held by the Tribes in Palisades Reservoir for delivery and use in the Snake River Basin above Milner Dam.

C. The Districts are members of the Idaho Ground Water Appropriators, Inc. ("IGWA") which has entered into an agreement with the Surface Water Coalition to resolve disputes related to the impacts of groundwater use on surface water rights. The Districts desire to lease storage water from the Tribes based on the terms herein for use in meeting aspects of that agreement.

AGREEMENT

Now, therefore, and in consideration of the covenants and obligations set forth herein, and for other good and valuable consideration, the Tribes and Districts agree as follows:

1. **Leased Water.** The Tribes will provide to the Districts, and the Districts will rent from the Tribes, a volume of 10,000 acre-feet (the "Lease Volume"), subject to the following terms and conditions:
 - 1.1 The Lease Volume will be supplied from the Tribal Water Supply Bank. Water available for the Lease Volume excludes all other water rights and water assets of the Tribes, and such water rights and assets are not a part of this Lease Agreement.
 - 1.2 The Tribes hold a "Reserve Supply" equal to 25,276 acre-feet that was secured under a 2015 settlement agreement. The Tribes may request delivery of the Reserve Supply each year up to an annual volume of 10,000 acre-feet to be administered as Tribal storage allocation in American Falls Reservoir. The Tribes, in their sole discretion, may elect to use the Reserve Supply to fulfill Lease Volume commitment defined in Section 1 above. The Reserve Supply will be provided through the Tribal Water Supply Bank.

January 5, 2023

2. **Water Delivery and Administration.** Delivery of the Lease Volume shall occur when the Lease Volume has been released from either Palisades or American Falls Reservoir, and appropriately deducted from the Tribes' storage account in these reservoirs. The Tribes and Districts shall cooperatively work together to ensure the delivery of the Lease Volume to the Districts and the appropriate administration of such water.
 - 2.1 The quantity of water to be leased under this Lease Agreement under Paragraph 1 will be reviewed by the Tribal Rental Pool Committee as required by the Shoshone-Bannock Tribal Water Supply Bank Rules.
 - 2.2 Any carriage or other losses of Lease Volume that may occur downstream from American Falls Reservoir or Palisades Reservoir shall be the responsibility of the Districts.
 - 2.3 The scheduling of releases of the Lease Volume shall be in the sole discretion of the Districts; provided however, that the Districts will notify and cooperate with the Tribes and the U.S. Bureau of Reclamation (Reclamation) to implement any storage release request. The Tribes and Districts will cooperate with Reclamation and Water District 1 in measuring and accounting for the Lease Volume at the outflow of American Falls Reservoir and/or Palisades Reservoir.
 - 2.4 The Lease Volume shall only be available for use by the Districts or assignment to the Surface Water Coalition to satisfy IGWA's obligations and shall not otherwise be available for re-marketing or assignment to a third party, unless such re-marketing or assignment is agreed to in writing by the Tribes.
3. **Term.** The term of this Lease Agreement shall be for one (1) year commencing April 1, 2023, and terminating on October 31, 2023.
4. **Agreement Contingencies.** This Lease Agreement, and all obligations hereunder, are expressly contingent upon:
 - 4.1 Payment by the Districts pursuant to Section 5 below;
 - 4.2 Delivery of the Lease Volume by the Tribes to the Districts prior to October 31, 2023, subject to the provisions of Paragraphs 5-7 below.
5. **Payment.** The "Lease Payment" shall be [REDACTED]. The Districts shall be obligated to make the Lease Payment whether or not the Districts take delivery of any amount of the Lease Volume by October 31, 2023. Provided, however, that if the Tribes are unable to make available for delivery the full Lease Volume, the Districts shall pay [REDACTED] per acre foot of water the Tribes make available for delivery.
6. **Payment Schedule.** The Lease Payment shall be payable by the Districts as follows:
 - 6.1 50% of the Lease Payment is due by July 15, 2023;
 - 6.2 The balance of the Lease Payment is due by November 1, 2023;
 - 6.3 All payments are payable by wire transfer to the Tribes within five (5) business days of due date stated above.

January 5, 2023

7. **Termination.** Either the Tribes or the Districts may terminate this Lease Agreement in accordance with the provisions below:

7.1 The Tribes or Districts may terminate this Lease Agreement:

- (a) For any uncured violation or breach of the terms of this Lease Agreement; or
- (b) If any of the terms and conditions of any approval of the lease arrangement, or other applicable state or federal law, rule, or regulation, or the administration of the leased water, are inconsistent with the terms of this Lease Agreement.

7.2 Termination shall be effective within 30 days of provision of written notice to the other party detailing the basis for such termination. The party against whom such termination is asserted shall have 30 days to cure the violation or breach that is the basis for the termination.

7.3 Termination may be subject to the Conflict Resolution provisions of Section 10 if the party against whom termination is sought disagrees with the basis of the termination.

7.4 In the event of any such termination, there shall be an accounting of the Lease Payment paid by the Districts and the Lease Water delivered by the Tribes as of the termination date. The Districts shall pay for all Lease Water delivered. If the Districts have submitted payment for Lease Water that remains undelivered by the termination date, the Tribes shall refund the portion of the Lease Payment received for water that remains undelivered, and the Tribes will not be obligated to provide such water unless the parties otherwise agree in writing.

8. **Miscellaneous Provisions.**

8.1 **Amendments.** No amendment or modification of this Lease Agreement or its provisions shall be effective unless documented in writing and approved and executed by all parties with the same formality as this Lease Agreement.

8.2 **Force Majeure.** Delays or inability to perform any of the requirements of this Lease Agreement within the term or time limits prescribed herein shall be excused to the extent that performance is rendered impossible by any event beyond the control of either party including but not limited to drought, governmental acts or orders or restrictions, war, terrorism or any other reason where failure to perform is beyond the reasonable control of and is not caused by the conduct of the non-performing party. A force majeure event shall not include financial inability to complete performance of an obligation.

8.3 **Notices.** All notices and other communications under this Lease Agreement shall be in writing. Notices shall be deemed as duly received on the date of service, if served personally on the party to whom notice is to be given. Notices sent by mail shall be deemed as duly received five (5) days from the date said notice is mailed to the party to whom notice is to be given, either by first class mail, registered or certified, postage prepaid or by express delivery with handling prepaid. Notices sent by email shall be deemed delivered when the intended recipient acknowledges receipt via reply email. Either party may change its address for notices by sending written notice to the other party in accordance herewith. Notices shall be addressed as follows:

January 5, 2023

If to the Shoshone-Bannock Tribes:

Chairman, Fort Hall Business Council
Shoshone-Bannock Tribes
P.O. Box 306
Fort Hall, Idaho 83203

With a Copy to:

Tribal Water Resources Director
Shoshone-Bannock Tribes Water Resources Department
P.O. Box 306
Fort Hall, Idaho 83203
Phone: (208) 239-4580

With a Copy to:

T.J. Budge
Racine Olson
201 E. Center Street
Pocatello, ID 83204
(208) 232-6101
tj@racineolson.com

- 9. Compliance with Laws and Usage.** The parties, at their own expense, will comply with all federal, state, and tribal laws, ordinances, rules, and regulations applicable to this Lease Agreement and the business conducted pursuant thereto.
- 10. Conflict Resolution.** In the event of any dispute, claim, question, or disagreement arising from or relating to the Lease Agreement or the breach thereof, the Tribes and Districts agree as follows:
- (a) The parties will initially engage in good faith negotiation in an attempt to resolve the conflict cooperatively.
 - (b) If the conflict is not resolved to the satisfaction of either party through good faith negotiation, the parties agree to submit such dispute to non-binding mediation in an effort to resolve the same.
 - (c) If formal legal proceedings are commenced in connection with this Lease Agreement, the parties agree that the Shoshone-Bannock Tribal Court shall be the sole, proper, and exclusive forum and venue for such proceedings.

January 5, 2023

- (d) The laws and regulations of the Shoshone-Bannock Tribes shall govern the interpretation of this Lease Agreement and/or any formal legal proceedings commenced regarding this Lease Agreement.
- 11. Attorneys' Fees.** In any action concerning the interpretation or enforcement of this Lease Agreement, the prevailing party shall be entitled to recover reasonable costs and attorneys' fees and costs incurred, including any costs and attorneys' fees incurred in appellate proceedings.
- 12. Binding Effect.** All of the covenants, conditions, and provisions of this Lease Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.
- 13. Entire Agreement.** This Lease Agreement constitutes the entire agreement between the parties and supersedes any prior understandings or oral or written agreements between the parties respecting the subject matter hereof.
- 14. Severability.** If any provision of this Lease Agreement is held to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of this Lease Agreement, and such other provisions shall continue in full force and effect, unless Sections 1, 5 or 6 are held to be invalid or unenforceable.
- 15. Headings.** The headings of paragraphs and sections in this Lease Agreement are inserted only as a matter of convenience and for reference purposes, and they do not define, limit, or describe the scope of this Lease Agreement or the intent of any of the provisions thereof.
- 16. Sovereign Immunity.** Neither the execution of this Lease Agreement, nor any provision contained herein shall be interpreted to act as a waiver of the Shoshone-Bannock Tribes' sovereign immunity. The Shoshone-Bannock Tribes hereby specifically reserves and retains its sovereign immunity and any rights appurtenant thereto. The Shoshone-Bannock Tribes' sovereign immunity from suit may only be waived by resolution of the Fort Hall Business Council.
- 17. Contract Interpretation.** The parties have participated jointly in the negotiation and drafting of this Lease Agreement. If an ambiguity or question of intent or interpretation arises, this Lease Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Lease Agreement.
- 18. No Third-Party Beneficiary.** This Lease Agreement is exclusively for the benefit of and governs only the parties hereto. The Tribes and Districts are the only parties to this Lease Agreement and are the only parties entitled to enforce the terms of this Lease Agreement. Nothing in this Lease Agreement gives, or is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons.
- 19. Indemnification.** The Districts indemnify the Tribes and its officers, subsidiaries, agents, and employees (the "Indemnitees") and the Districts shall hold the Indemnitees harmless for any damages, claims, demands, personal injury, illness, death, property damage, or other loss resulting in any manner in connection with the Districts' use of the water leased pursuant to this Lease Agreement.
- 20. No Waiver.** Forbearance in enforcing any right or remedy under this Lease Agreement shall not be deemed a waiver nor shall it be the basis for an inference that any party hereto has waived any provision hereof or that a party has waived any right hereunder.

January 5, 2023


This Lease Agreement shall be effective when signed by both the Tribes and the Districts.

SHOSHONE-BANNOCK TRIBES:

Date: _____ By: _____

Chairman
Fort Hall Business Council

GROUNDWATER DISTRICTS:


Date: 1/17/23 By: 

Lynn Carlquist, Chairman, North Snake Ground Water District

Date: _____ By: _____

Dean Stevenson, Chairman, Magic Valley Ground Water District

Date: 1-17-2023

By: 

Tim Deeg, Chairman, American Falls-Aberdeen Ground Water District

January 5, 2023

This Lease Agreement shall be effective when signed by both the Tribes and the Districts.

SHOSHONE-BANNOCK TRIBES:

Date: 5/4/23 By: Nathan Small

Chairman
Fort Hall Business Council

GROUNDWATER DISTRICTS:

Date: _____ By: _____

Lynn Carlquist, Chairman, North Snake Ground Water District

Date: 1.14.2023 By: Dean Stevenson

Dean Stevenson, Chairman, Magic Valley Ground Water District

Date: _____ By: _____

Tim Deeg, Chairman, American Falls-Aberdeen Ground Water District

RESOLUTION

WHEREAS, the Fort Hall Business Council has the ultimate responsibility for budget approvals and overseeing the administration of all Tribal funding as well as those funds awarded to the Shoshone-Bannock Tribes through contracts, grants and cooperative agreements, regardless of the source; and

WHEREAS, the Tribal Water Bank was established for the benefit of the Shoshone-Bannock Tribes, pursuant to the "1990 Fort Hall Indian Water Rights Agreement", that utilizes the Tribes' contract storage rights in the American Falls and Palisades Reservoirs; and

WHEREAS, in 2015 the Tribes negotiated a Settlement Agreement for 25,276 acre-feet of storage water with the Committee of Nine for impacts that the Water District 01 Common Rental Pool had to the Tribes' storage supplies, of which 15,276 acre-feet is available and 10,000 acre-feet can be used annually; and

WHEREAS, three water districts: North Snake Ground Water District, Magic Valley Ground Water District and the American Falls-Aberdeen Ground Water District (Districts) have applied to rent 10,000 acre-feet of storage water for one-year from the Tribal Water Bank; and

WHEREAS, the Tribes have an adequate supply for 2023 to provide an additional 10,000 acre-feet of storage water; and

WHEREAS, the Tribal Water Resources Department (TWRD) is recommending that the Tribes' enter into a one-year Tribal lease agreement with the Districts for 10,000-acre feet; now

THEREFORE, BE IT RESOLVED BY THE BUSINESS COUNCIL OF THE SHOSHONE-BANNOCK TRIBES, that the Tribal Water Resources Department is hereby approved to enter into one-year Tribal lease agreement with the North Snake Ground Water District, Magic Valley Ground Water District and the American Falls-Aberdeen Ground Water District for a 10,000 acre-feet at a rate of [REDACTED] dollars per acre-feet; and

BE IT FURTHER RESOLVED, that monies derived from this one-year Tribal lease agreement will be utilized to assist with costs associated with monitoring programs, water projects and TWRD costs towards the implementation and administration of the "1990 Fort Hall Indian Water Rights Agreement"; and

BE IT FURTHER RESOLVED, that the Tribal Chairman or official designee is authorized to sign the one-year Tribal lease agreement between the Tribes and the water districts: North Snake Ground Water District, Magic Valley Ground Water District, and the American Falls-Aberdeen Ground Water District; and

BE IT FURTHER RESOLVED, that the Interim TWRD Director is authorized to sign a letter to Water District 01 and Committee of Nine stating that the Tribes are electing to use 10,000 acre-feet of Settlement Water for 2023, if necessary.

Authority for the foregoing resolution is found in the Indian Reorganization Act of June 18, 1934 (48 Stat., 984), as amended, and in the Shoshone-Bannock Tribes Constitution and Bylaws of the Fort Hall Reservation, as amended, including, but not limited to the authority found in the Constitution, Article VI.

Dated this 31st day of January 2023


Nathan Small, Chairman
Fort Hall Business Council

SEAL

CERTIFICATION

I HEREBY CERTIFY, that the foregoing resolution was passed while a quorum of the Business Council was present by a vote of 5 in favor, 1 absent (DKT) and 1 not voting (NS) on the date this bears.


Claudia J. Washakie, Tribal Secretary
Fort Hall Business Council

CTRT-2023-0076

CERTIFICATE OF SERVICE

I hereby certify that on this 1st day of June, 2023, I served the foregoing document on the persons below via email or as otherwise indicated:


Thomas J. Budge

Director Gary Spackman Garrick Baxter Sarah Tschohl Idaho Department of Water Resources 322 E Front St. Boise, ID 83720-0098	gary.spackman@idwr.idaho.gov garrick.baxter@idwr.idaho.gov sarah.tschohl@idwr.idaho.gov file@idwr.idaho.gov
Dylan Anderson DYLAN ANDERSON LAW PO Box 35 Rexburg, Idaho 83440	dylan@dylanandersonlaw.com
Skyler C. Johns Nathan M. Olsen Steven L. Taggart OLSEN TAGGART PLLC 1449 E 17th St, Ste A PO Box 3005 Idaho Falls, ID 83403	sjohns@olsentaggart.com nolsen@olsentaggart.com staggart@olsentaggart.com
John K. Simpson Travis L. Thompson MARTEN LAW P. O. Box 63 Twin Falls, ID 83303-0063	tthompson@martenlaw.com jsimpson@martenlaw.com jnielsen@martenlaw.com
W. Kent Fletcher FLETCHER LAW OFFICE P.O. Box 248 Burley, ID 83318	wkf@pmt.org
Kathleen Marion Carr US Dept. Interior 960 Broadway Ste 400 Boise, ID 83706	kathleenmarion.carr@sol.doi.gov

David W. Gehlert Natural Resources Section Environment and Natural Resources Division U.S. Department of Justice 999 18th St., South Terrace, Suite 370 Denver, CO 80202	david.gehlert@usdoj.gov
Matt Howard US Bureau of Reclamation 1150 N Curtis Road Boise, ID 83706-1234	mhoward@usbr.gov
Sarah A Klahn Somach Simmons & Dunn 2033 11th Street, Ste 5 Boulder, Co 80302	sklahn@somachlaw.com dthompson@somachlaw.com
Rich Diehl City of Pocatello P.O. Box 4169 Pocatello, ID 83205	rdiehl@pocatello.us
Candice McHugh Chris Bromley MCHUGH BROMLEY, PLLC 380 South 4th Street, Suite 103 Boise, ID 83 702	cbromley@mchughbromley.com cmchugh@mchughbromley.com
Robert E. Williams WILLIAMS, MESERVY, & LOTHSPREICH, LLP P.O. Box 168 Jerome, ID 83338	rewilliams@wmlattys.com
Robert L. Harris HOLDEN, KIDWELL, HAHN & CRAPO, PLLC P.O. Box 50130 Idaho Falls, ID 83405	rharris@holdenlegal.com
Randall D. Fife City Attorney, City of Idaho Falls P.O. Box 50220 Idaho Falls, ID 83405	rfife@idahofallsidaho.gov
Corey Skinner IDWR-Southern Region 1341 Fillmore St., Ste. 200 Twin Falls, ID 83301-3033	corey.skinner@idwr.idaho.gov

<p>Tony Olenichak IDWR-Eastern Region 900 N. Skyline Drive, Ste. A Idaho Falls, ID 83402</p>	<p>Tony.Olenichak@idwr.idaho.gov</p>
<p><i>COURTESY COPY TO:</i> William A. Parsons PARSONS SMITH & STONE P.O. Box 910 Burley, ID 83318</p>	<p>wparsons@pmt.org</p>