

Dylan Anderson (ISB# 9676)  
Dylan Anderson Law PLLC  
P.O. Box 35  
Rexburg, Idaho 83440

Phone - (208) 684-7701  
Email - dylan@dylanandersonlaw.com

*Attorney for Bingham Ground Water District (BGWD)*

**STATE OF IDAHO**

**DEPARTMENT OF WATER RESOURCES**

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

Docket No. CM-DC-2010-001

**DECLARATION OF ALAN JACKSON**

I, Alan Jackson, declare the following:

1. I am over the age of 18 and competent to testify. If called upon to testify, I could testify to the following, all of which are within my own personal knowledge or based upon my professional judgment.
2. I am the manager of Bingham Ground Water District. I have been in that position for 7 years.
3. Attached as exhibit A is a spreadsheet showing recharge in the amount of 26,432 acre-feet, as well as the accompanying recharge permits.
4. Attached as exhibit B is a true and correct copy of an email forwarded through IGWA from Rob Sharpnack, state CREP program manager, of existing CREP acres among IGWA members.
5. Attached as Exhibit C is a list of all known and current surface water conversion done in Bingham Ground Water District.

6. Attached as Exhibit D is a true and correct copy of the lease agreement between BGWD, and various canal companies and irrigation districts. BGWD's portion of that lease is 8,594 acre-feet.

I declare under the penalty of perjury pursuant to the law of the State of Idaho that the foregoing is true and correct.

DATED this 2<sup>nd</sup> day of May 2024,

/s/ Alan Jackson.  
Alan Jackson  
*Manager for Bingham Ground Water District*

## CERTIFICATE OF SERVICE

I hereby certify that on this 2nd day of May, 2024, I served the foregoing document on the persons below via email or as otherwise indicated:

/s/ Dylan Anderson  
Dylan Anderson  
*Attorney for Bingham Ground Water District*

|  |  |
|--|--|
| Director Mat Weaver<br>Garrick Baxter<br>Kayleen Richter<br>Sarah Tschohl<br>Idaho Department of Water Resources<br>322 E. Front St.<br>Boise, ID 83720-0098 | <a href="mailto:mat.weaver@idwr.idaho.gov">mat.weaver@idwr.idaho.gov</a><br><a href="mailto:garrick.baxter@idwr.idaho.gov">garrick.baxter@idwr.idaho.gov</a><br><a href="mailto:kayleen.richter@idwr.idaho.gov">kayleen.richter@idwr.idaho.gov</a><br><a href="mailto:sarah.tschohl@idwr.idaho.gov">sarah.tschohl@idwr.idaho.gov</a><br><a href="mailto:file@idwr.idaho.gov">file@idwr.idaho.gov</a> |
| Andrew J Waldera<br>SAWTOOTH LAW OFFICES, PLLC<br>P.O. Box 250<br>Rexburg, ID 83440  | <a href="mailto:andy@sawtoothlaw.com">andy@sawtoothlaw.com</a>   |
| Thomas J. Budge<br>Elisheva M. Patterson<br>RACINE OLSON, PLLP<br>201 E. Center St. / P.O. Box 1391<br>Pocatello, Idaho 83204                                | <a href="mailto:tj@racineolson.com">tj@racineolson.com</a><br><a href="mailto:elisheva@racineolson.com">elisheva@racineolson.com</a>   |
| Skyler C. Johns<br>Nathan M. Olsen<br>Steven L. Taggart<br>OLSEN TAGGART PLLC<br>1449 E 17th St, Ste A<br>PO Box 3005<br>Idaho Falls, ID 83403               | <a href="mailto:sjohns@olsentaggart.com">sjohns@olsentaggart.com</a><br><a href="mailto:nolsen@olsentaggart.com">nolsen@olsentaggart.com</a><br><a href="mailto:staggart@olsentaggart.com">staggart@olsentaggart.com</a>   |
| John K. Simpson<br>Travis L. Thompson<br>Abigail R. Bitzenburg<br>MARTEN LAW<br>P. O. Box 63<br>Twin Falls, ID 83303-0063                                    | <a href="mailto:tthompson@martenlaw.com">tthompson@martenlaw.com</a><br><a href="mailto:jsimpson@martenlaw.com">jsimpson@martenlaw.com</a><br><a href="mailto:abitzenburg@martenlaw.com">abitzenburg@martenlaw.com</a><br><a href="mailto:jnielsen@martenlaw.com">jnielsen@martenlaw.com</a>   |
| W. Kent Fletcher<br>FLETCHER LAW OFFICE<br>P.O. Box 248<br>Burley, ID 83318  | <a href="mailto:wkf@pmt.org">wkf@pmt.org</a>   |

|  |   |
|--|---|
| <p>Sarah A Klahn<br/> Maximilian C. Bricker<br/> SOMACH SIMMONS &amp; DUNN<br/> 2033 11th Street, Ste 5<br/> Boulder, Co 80302</p>   | <p><a href="mailto:sklahn@somachlaw.com">sklahn@somachlaw.com</a><br/> <a href="mailto:mbricker@somachlaw.com">mbricker@somachlaw.com</a><br/> <a href="mailto:vfrancisco@somachlaw.com">vfrancisco@somachlaw.com</a></p> |
| <p>Candice McHugh<br/> Chris Bromley<br/> MCHUGH BROMLEY, PLLC<br/> 380 South 4th Street, Suite 103<br/> Boise, ID 83 702</p>  | <p><a href="mailto:cbromley@mchughbromley.com">cbromley@mchughbromley.com</a><br/> <a href="mailto:cmchugh@mchughbromley.com">cmchugh@mchughbromley.com</a></p>   |
| <p>Robert E. Williams<br/> WILLIAMS, MESERVY, &amp; LOTH SPEICH, LLP<br/> P.O. Box 168<br/> Jerome, ID 83338</p>   | <p><a href="mailto:rewilliams@wmlattys.com">rewilliams@wmlattys.com</a></p>   |
| <p>Robert L. Harris<br/> HOLDEN, KIDWELL, HAHN &amp; CRAPO, PLLC<br/> P.O. Box 50130<br/> Idaho Falls, ID 83405</p>  | <p><a href="mailto:rharris@holdenlegal.com">rharris@holdenlegal.com</a></p>   |
| <p>Michael A. Kirkham<br/> City Attorney, City of Idaho Falls<br/> P.O. Box 50220<br/> Idaho Falls, ID 83402</p>   | <p><a href="mailto:mkirkham@idahofallsidaho.gov">mkirkham@idahofallsidaho.gov</a></p>   |
| <p>Rich Diehl<br/> City of Pocatello<br/> P.O. Box 4169<br/> Pocatello, ID 83205</p>   | <p><a href="mailto:rdiehl@pocatello.us">rdiehl@pocatello.us</a></p>   |
| <p>David W. Gehlert<br/> Natural Resources Section<br/> Environment and Natural Resources Division<br/> U.S. Department of Justice<br/> 999 18th St., South Terrace, Suite 370<br/> Denver, CO 80202</p> | <p><a href="mailto:david.gehlert@usdoj.gov">david.gehlert@usdoj.gov</a></p>   |
| <p>Matt Howard<br/> US Bureau of Reclamation<br/> 1150 N Curtis Road<br/> Boise, ID 83706-1234</p>   | <p><a href="mailto:mhoward@usbr.gov">mhoward@usbr.gov</a></p>   |
| <p>Jerry Rigby<br/> RIGBY, ANDRUS &amp; RIGBY LAW, PLLC<br/> P.O. Box 250<br/> Rexburg, ID 83440</p>   | <p><a href="mailto:jrigby@rex-law.com">jrigby@rex-law.com</a></p>   |

|   |  |
|---|--|
| Corey Skinner<br>IDWR-Southern Region<br>1341 Fillmore St., Ste. 200<br>Twin Falls, ID 83301-3033     | <a href="mailto:corey.skinner@idwr.idaho.gov">corey.skinner@idwr.idaho.gov</a> |
| William A. Parsons<br>PARSONS, LOVELAND, SHIRLEY & LINDSTROM, LLP<br>P.O. Box 910<br>Burley, ID 83318 | <a href="mailto:wparsons@magicvalley.law">wparsons@magicvalley.law</a>         |

# Exhibit A.

Spring 2024 Aquifer Recharge 26,432 af  
Based on numbers provided to BGWD by canal entities

|           | Danskin |           | Trego |           | Blackfoot |           | Wearyrick |           | People's |           | New Lavaside |           | Corbett |           | Parsons |           | ASCC |           |             |
|-----------|---------|-----------|-------|-----------|-----------|-----------|-----------|-----------|----------|-----------|--------------|-----------|---------|-----------|---------|-----------|------|-----------|-------------|
|           | CFS     | Acre-Feet | CFS   | Acre-Feet | CFS       | Acre-Feet | CFS       | Acre-Feet | CFS      | Acre-Feet | CFS          | Acre-Feet | CFS     | Acre-Feet | CFS     | Acre-Feet | CFS  | Acre-Feet |             |
| 3/22/2024 |         |           |       |           |           |           |           |           |          |           | 9            | 18        |         |           |         |           | 160  | 317       |             |
| 3/23/2024 |         |           |       |           |           |           |           |           |          |           | 40           | 79        |         |           |         |           | 230  | 455       |             |
| 3/24/2024 |         |           |       |           |           |           |           |           |          |           | 37           | 74        |         |           |         |           | 230  | 455       |             |
| 3/25/2024 | 10      | 20        | 10    | 20        |           |           |           |           | 34       | 67        | 36           | 71        |         |           | 9       | 18        | 230  | 455       |             |
| 3/26/2024 | 12      | 24        | 12    | 24        |           |           |           |           | 34       | 67        | 35           | 68        |         |           | 9       | 18        | 230  | 455       |             |
| 3/27/2024 | 15      | 30        | 12    | 24        |           |           |           |           | 55       | 109       | 37           | 74        |         |           | 22      | 44        | 235  | 465       |             |
| 3/28/2024 | 15      | 30        | 12    | 24        |           |           |           |           | 52       | 103       | 40           | 79        |         |           | 22      | 44        | 231  | 457       |             |
| 3/29/2024 | 15      | 30        | 10    | 20        |           |           |           |           | 52       | 103       | 36           | 71        |         |           | 21      | 42        | 324  | 642       |             |
| 3/30/2024 | 15      | 30        | 10    | 20        |           |           |           |           | 50       | 99        | 39           | 78        |         |           | 22      | 44        | 340  | 673       |             |
| 3/31/2024 | 15      | 30        | 10    | 20        |           |           |           |           | 50       | 99        | 39           | 77        |         |           | 22      | 44        | 340  | 673       |             |
| 4/1/2024  | 17      | 34        | 8     | 16        |           |           |           |           | 57       | 113       | 39           | 76        |         |           | 22      | 44        | 340  | 673       |             |
| 4/2/2024  | 17      | 34        | 8     | 16        |           |           |           |           | 57       | 113       | 39           | 77        |         |           | 22      | 44        | 340  | 673       |             |
| 4/3/2024  | 17      | 34        | 8     | 16        | 40        | 79        |           |           | 56       | 111       | 41           | 80        |         |           | 22      | 44        | 353  | 699       |             |
| 4/4/2024  | 17      | 34        | 8     | 16        | 40        | 79        |           |           | 56       | 111       | 40           | 80        |         |           | 22      | 44        | 354  | 701       |             |
| 4/5/2024  | 17      | 34        | 8     | 16        | 40        | 79        |           |           | 57       | 113       | 42           | 84        |         |           | 22      | 44        | 360  | 713       |             |
| 4/6/2024  | 17      | 34        | 8     | 16        | 40        | 79        |           |           | 57       | 113       | 45           | 88        |         |           | 22      | 44        | 370  | 733       |             |
| 4/7/2024  | 17      | 34        | 8     | 16        | 40        | 79        |           |           | 57       | 113       | 42           | 84        |         |           | 22      | 44        | 377  | 746       |             |
| 4/8/2024  | 18      | 36        | 8     | 16        | 75        | 149       |           |           | 57       | 113       | 41           | 80        |         |           | 23      | 46        | 400  | 792       |             |
| 4/9/2024  | 18      | 36        | 8     | 16        | 75        | 149       |           |           | 57       | 113       | 34           | 67        |         |           | 22      | 44        | 580  | 1148      |             |
| 4/10/2024 | 17      | 34        | 8     | 16        | 75        | 149       |           |           | 57       | 113       | 36           | 71        | 21      | 41        | 22      | 44        | 680  | 1346      |             |
| 4/11/2024 | 17      | 34        | 8     | 16        | 75        | 149       |           |           | 57       | 113       | 37           | 73        | 21      | 41        | 22      | 44        | 790  | 1564      |             |
| 4/12/2024 | 17      | 34        | 8     | 16        | 75        | 149       |           |           | 57       | 113       | 37           | 73        | 21      | 41        | 22      | 44        | 795  | 1574      |             |
| 4/13/2024 | 17      | 34        | 8     | 16        | 75        | 149       |           |           | 59       | 117       | 36           | 71        | 21      | 41        | 22      | 44        | 800  | 1584      |             |
| 4/14/2024 | 17      | 34        | 8     | 16        | 75        | 149       |           |           | 61       | 121       | 36           | 72        | 21      | 41        | 22      | 44        | 800  | 1584      |             |
| 4/15/2024 | 20      | 40        | 8     | 16        | 105       | 208       |           |           | 65       | 129       | 37           | 73        | 21      | 41        | 4       | 8         | 800  | 1584      |             |
| 4/16/2024 | 20      | 40        | 8     | 16        | 105       | 208       |           |           | 90       | 178       | 32           | 63        | 19      | 38        | 4       | 8         | 800  | 1584      |             |
| 4/17/2024 | 20      | 40        | 8     | 16        | 95        | 188       |           |           | 90       | 178       | 28           | 55        | 19      | 38        | 4       | 8         | 815  | 1614      |             |
| 4/18/2024 | 20      | 40        | 8     | 16        | 95        | 188       | 7         | 14        |          |           | 34           | 67        | 40      | 79        | 4       | 8         | 830  | 1643      |             |
| 4/19/2024 |         |           | 8     | 16        | 95        | 188       | 10        | 20        |          |           | 41           | 80        | 46      | 91        | 6       | 12        | 225  | 446       |             |
| 4/20/2024 |         |           | 8     | 16        | 95        | 188       | 10        | 20        |          |           |              |           | 46      | 91        | 6       | 12        | 225  | 446       |             |
| 4/21/2024 |         |           | 8     | 16        | 95        | 188       | 10        | 20        |          |           |              |           | 46      | 91        | 6       | 12        | 225  | 446       |             |
| 4/22/2024 |         |           |       |           |           |           | 10        | 20        |          |           |              |           |         |           | 6       | 12        | 225  | 446       |             |
| 4/23/2024 |         |           |       |           |           |           | 10        | 20        |          |           |              |           |         |           | 6       | 12        | 225  | 446       |             |
| 4/24/2024 |         |           |       |           |           |           | 10        | 20        |          |           |              |           |         |           | 6       | 12        | 225  | 446       |             |
| 4/25/2024 |         |           |       |           |           |           |           |           |          |           |              |           |         |           | 6       | 12        | 225  | 446       |             |
| 4/26/2024 |         |           |       |           |           |           |           |           |          |           |              |           |         |           | 4       | 8         | 225  | 446       |             |
| 4/27/2024 |         |           |       |           |           |           |           |           |          |           |              |           |         |           | 4       | 8         | 225  | 446       |             |
| 4/28/2024 |         |           |       |           |           |           |           |           |          |           |              |           |         |           | 4       | 8         | 225  | 446       |             |
| 4/29/2024 |         |           |       |           |           |           |           |           |          |           |              |           |         |           | 4       | 8         | 225  | 446       |             |
| 4/30/2024 |         |           |       |           |           |           |           |           |          |           |              |           |         |           | 4       | 8         | 225  | 446       |             |
| 5/1/2024  |         |           |       |           |           |           |           |           |          |           |              |           |         |           | 4       | 8         |      |           |             |
| Totals    |         | 826       |       | 483       |           | 2,792     |           | 136       |          | 2,721     |              | 2,105     |         | 676       |         | 1,018     |      | 31,351    |             |
|           |         |           |       |           |           |           |           |           |          |           |              |           |         |           |         |           |      | 15,676    | 1/2 to BGWD |

| Recharge Permits   |          |   |
|--------------------|----------|---|
| Name               | Permit # | Entitie(s) Using  |
| ASCC               | 1-10629  | ASCC, Peoples Canal, Danskin, Trego, Blackfoot, Corbett, Parsons, Wearyrick |
| Peoples Canal      | 1-10625  | ASCC, Peoples Canal, Danskin, Trego, Blackfoot, Corbett, Parsons, Wearyrick |
| New Lavaside Canal | TP-1-117 | New Lavaside  |

Exhibit B.

----- Forwarded message -----

From: **Rob Sharpnack** <[Rob.Sharpnack@swc.idaho.gov](mailto:Rob.Sharpnack@swc.idaho.gov)>  
Date: Tue, Apr 30, 2024 at 11:36 AM  
Subject: Total CREP acres by GW District  
To: Bob Turner, IGWA Executive Director <[bob.igwa@gmail.com](mailto:bob.igwa@gmail.com)>  
Cc: Delwyne Trefz <[Delwyne.Trefz@swc.idaho.gov](mailto:Delwyne.Trefz@swc.idaho.gov)>

Bob,

This table shows the acreage by groundwater district that is currently enrolled in CREP. This includes both the contracts still under the first CREP Agreement and contract under the new Revised CREP Agreement.

| <b>GW Districts</b>     | <b>Count</b> | <b>Fields</b> | <b>Acres</b> |
|-------------------------|--------------|---------------|--------------|
| Aberdeen-American Falls | 13           | 36            | 1,864        |
| Bingham                 | 20           | 52            | 2,461        |
| Bonneville-Jefferson    | 2            | 8             | 51           |
| Jefferson Clark         | 4            | 8             | 43           |
| Magic Valley            | 62           | 340           | 3,541        |
| NONE                    | 4            | 6             | 80           |
| North Snake             | 4            | 17            | 428          |
| Raft River              | 22           | 105           | 1,692        |
|                         | 131          | 572           | 10,157       |

Exhibit C.

| <b>Surface Water Conversions</b> |              |            |
|----------------------------------|--------------|------------|
| Member ID                        | Dry_Acre     | Type       |
| 524                              | 139          | Conversion |
| 504                              | 132          | Conversion |
| 641                              | 109          | Conversion |
| 560                              | 77           | Conversion |
| 560                              | 58           | Conversion |
| 506                              | 163          | Conversion |
| 353                              | 78           | Conversion |
| 353                              | 69           | Conversion |
| 353                              | 77           | Conversion |
| 353                              | 17           | Conversion |
| 353                              | 0            | Conversion |
| 353                              | 16           | Conversion |
| 361                              | 78           | Conversion |
| 361                              | 147          | Conversion |
| 438                              | 74           | Conversion |
| 438                              | 29           | Conversion |
| 438                              | 43           | Conversion |
| 365                              | 115          | Conversion |
| 365                              | 25           | Conversion |
| 438                              | 131          | Conversion |
| 438                              | 0            | Conversion |
| 717                              | 93           | Conversion |
| 407                              | 55           | Conversion |
| 407                              | 148          | Conversion |
| 407                              | 101          | Conversion |
| 407                              | 91           | Conversion |
| 407                              | 138          | Conversion |
| 442                              | 51           | Conversion |
| <b>Total</b>                     | <b>2,254</b> |            |



Exhibit D.

## MULTIPLE ENTITY STORAGE WATER LEASE

This Storage Water Lease ("Agreement") is entered into between Idaho Irrigation District, Snake River Valley Irrigation District, New Sweden Irrigation District, Snake River Storage, Enterprize Canal Co, Sunnyside Irrigation District, Harrison Canal and Irrigation Co (Lessor"), and BINGHAM GROUND WATER DISTRICT, whose address is P.O. Box 1268, Blackfoot, ID 83221 ("BGWD"). This Agreement replaces and supersedes all previous storage water lease agreements between the parties.

### 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. BGWD desires to lease storage water to satisfy mitigation obligations prescribed in the 2015 SWC/IGWA Settlement Agreement, or as determined by the Director of the Idaho Department of Water Resources ("Department"), and other related purposes, such as aquifer recharge and implementing dual irrigation systems which can use either ground or surface water.
- C. The amount of storage water BGWD needs for mitigation and related purposes may vary from year to year and also may change during the irrigation season.
- D. Lessor desires to lease storage water to BGWD, and BGWD desires to lease storage water from Lessor, pursuant to the terms of this Agreement.

### AGREEMENT

1. **Storage Water Lease.** Lessor hereby leases to BGWD 26,712 acre-feet of storage water per year, at the price of \$40 per acre-foot, which BGWD is required to pay rent for whether or not BGWD uses the water.
2. **Term.** The initial term of this Agreement shall be for a period of five (5) years, commencing January 1, 2021, and ending December 31, 2025. Thereafter, this Agreement shall automatically renew for successive one-year terms, at an increase of \$1 per acre-foot annually, unless and until either party gives not less than sixty (60) days written notice to terminate this Agreement at the end of the original term or any renewal term.
3. **Payment of Rent.** BGWD will pay all Lease payments to Lessor in two installments, with the first one-half (1/2) paid on or before July 15<sup>th</sup> and the second one-half (1/2) paid on or before November 15<sup>th</sup> of each year.
4. **Administrative Fees.** BGWD will pay all administrative fees imposed by Water

District 1 and the Idaho Water Resource Board to complete the assignment of storage water leased from Lessor to BGWD.

**5. Delivery and Use of Leased Water.**

6.1 The assignment, delivery, and use of leased storage water will be determined by BGWD 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 Procedures.

6.2 This Agreement does not include any right to use storage water below Milner Dam.

6.3 The storage water available to BGWD under this Agreement may be assigned and delivered by BGWD 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 of each year during the term(s) of this lease.

6.4 Lessor may elect to have the storage water obligation supplied by other storage water right holders.

6.5 In the event the Rental Pool Procedures are amended to recalculate the impacts from private leases resulting in additional impacts, Lessor may elect to renegotiate the rental price or other terms herein. If the parties fail to agree to new rental terms Lessor may elect to terminate this lease within 180 days written notice to BGWD.

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

6.7 Lessor understands that any storage water leased may be subject to a last-to-fill water right priority in the irrigation year following the lease pursuant to the Water District 1 Rental Pool Rules.

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

7.1 It will provide to BGWD all storage water leased under this Agreement.

7.2 It is the true and lawful owner of the Storage Water and that nothing restricts or precludes Lessor from entering into this Agreement.

**7. Breach.** If either party defaults in the performance of its obligations under this Agreement, 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 Agreement;
- (b) Seek specific performance of this Agreement;

8. **Assignment.** This Agreement may not be assigned by BGWD without the express written consent of Lessor, but the storage water leased by BGWD under this Agreement 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 agreement of the parties. The mediation will be held in Bingham 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 agreement 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 Agreement 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 Bingham 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 Agreement 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: Name: Idaho Irrigation District  
By: Alan D. Kelsch  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

Lessor: Name: Snake River Valley Irrigation District  
By: Drew Jensen  
Address: 816 N 700 E  
Basalt, ID 83218  
Phone: (208) 357-3420 Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

Lessor: Name: New Sweden Irrigation District  
By: Louis Thiel  
Address: 2350 W 17<sup>th</sup> S  
Idaho Falls, ID 83402  
Phone: (208) 523-0175 Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

Lessor: Name: Snake River Storage  
By: Jennifer Ellis  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

Lessor: Name: Enterprize Canal Co  
By: Darrel Kerr  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

Lessor: Name: Sunnydell Irrigation District  
By: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

Lessor: Name: Harrison Canal and Irrigation Co  
By: Craig Price  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Phone: 208 709-2132 Fax: \_\_\_\_\_  
Email: cprice81@icloud.com

BGWD: c/o Connie Christensen, Board Chairman  
BGWD  
P.O. Box 1268  
Blackfoot, ID 83221  
Phone: 208-608-9838  
Email: [conniec@binghamgroundwater.com](mailto:conniec@binghamgroundwater.com)

Copy to: Kirk Jacobs, Board Chairman  
Jefferson-Clark Ground Water District  
Address  
Phone:  
Email:

Carl Taylor, Board Chairman  
Bonneville-Jefferson Ground Water District  
Address  
Phone:  
Email:

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 9 day of June, 2020.



**LESSEE:**  
BINGHAM GROUND WATER DISTRICT

By: Connie Christensen  
Board Chairman

**LESSOR:**  
IDAHO IRRIGATION DISTRICT

By: Alan D. Kelso  
Title:

**LESSOR:**  
SNAKE RIVER VALLEY IRRIGATION DISTRICT

By: Bob Jensen Chairman  
Title:

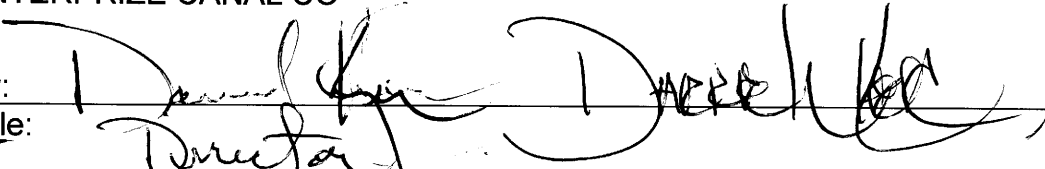
**LESSOR:**  
NEW SWEDEN IRRIGATION DISTRICT

By: Janis Hill  
Title: Chairman


**LESSOR:**  
SNAKE RIVER STORAGE

By: [Signature]  
Title:

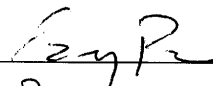
**LESSOR:**  
ENTERPRIZE CANAL CO

By:   
Title: Director

**LESSOR:**  
SUNNYDELL IRRIGATION DISTRICT

By:   
Title: Vice President

**LESSOR:**  
HARRISON CANAL AND IRRIGATION CO

By:  (GREG PRICE  
Title: President

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| Canal        | Committed     |
|--------------|---------------|
| IID          | 6,678         |
| SRV          | 5,009         |
| New Sweden   | 5,009         |
| SRS          | 6,678         |
| Enterprize   | 1,670         |
| Sunnydell    | 334           |
| Harrison     | 1,336         |
| <b>Total</b> | <b>26,712</b> |

| Canal                                  | Leased (acre-feet) | Payment to Canals      | WD01 Fees           | IWRB Fees            | Total                  |
|--|--------------------|------------------------|---------------------|----------------------|------------------------|
| IDAHO IRRIGATION DISTRICT              | 6,678              | \$ 267,120.00          | \$ 8,681.40         | \$ 26,712.00         | \$ 302,513.40          |
| SNAKE RIVER VALLEY IRRIGATION DISTRICT | 5,009              | \$ 200,360.00          | \$ 6,511.70         | \$ 20,036.00         | \$ 226,907.70          |
| NEW SWEDEN IRRIGATION DISTRICT         | 5,009              | \$ 200,360.00          | \$ 6,511.70         | \$ 20,036.00         | \$ 226,907.70          |
| ENTERPRIZE CANAL CO LTD                | 1,670              | \$ 66,800.00           | \$ 2,171.00         | \$ 6,680.00          | \$ 75,651.00           |
| SUNNYDELL                              | 334                | \$ 13,360.00           | \$ 434.20           | \$ 1,336.00          | \$ 15,130.20           |
| HARRISON CANAL & IRRIGATION CO         | 1,336              | \$ 53,440.00           | \$ 1,736.80         | \$ 5,344.00          | \$ 60,520.80           |
| ABERDEEN SPRINGFIELD CANAL CO          | -                  | \$ -                   | \$ -                | \$ -                 | \$ -                   |
| BLACKFOOT IRRIGATION CO                | 500                | \$ 20,000.00           | \$ 650.00           | \$ 2,000.00          | \$ 22,650.00           |
| CORBETT SLOUGH DITCH CO                | 750                | \$ 30,000.00           | \$ 975.00           | \$ 3,000.00          | \$ 33,975.00           |
| PARSONS DITCH CO                       | 100                | \$ 4,000.00            | \$ 130.00           | \$ 400.00            | \$ 4,530.00            |
| PEOPLES CANAL & IRRIGATION CO          | 2,178              | \$ 87,120.00           | \$ 2,831.40         | \$ 8,712.00          | \$ 98,663.40           |
| RIVERSIDE CANAL CO                     | 50                 | \$ 2,000.00            | \$ 65.00            | \$ 200.00            | \$ 2,265.00            |
| THE UNITED CANAL CO                    | 400                | \$ 16,000.00           | \$ 520.00           | \$ 1,600.00          | \$ 18,120.00           |
| WATSON CANAL CO                        | 50                 | \$ 2,000.00            | \$ 65.00            | \$ 200.00            | \$ 2,265.00            |
| WEARYRICK DITCH CO                     | 150                | \$ 6,000.00            | \$ 195.00           | \$ 600.00            | \$ 6,795.00            |
| CORBETT SLOUGH DITCH CO                | 400                | \$ 16,000.00           | \$ 520.00           | \$ 1,600.00          | \$ 18,120.00           |
| PARSONS DITCH CO                       | 20                 | \$ 800.00              | \$ 26.00            | \$ 80.00             | \$ 906.00              |
| PEOPLES CANAL & IRRIGATION CO          | 1,571              | \$ 62,840.00           | \$ 2,042.30         | \$ 6,284.00          | \$ 71,166.30           |
| RIVERSIDE CANAL CO                     | 30                 | \$ 1,200.00            | \$ 39.00            | \$ 120.00            | \$ 1,359.00            |
| THE UNITED CANAL CO                    | 464                | \$ 18,560.00           | \$ 603.20           | \$ 1,856.00          | \$ 21,019.20           |
| WEARYRICK DITCH CO                     | 15                 | \$ 600.00              | \$ 19.50            | \$ 60.00             | \$ 679.50              |
| <b>Total</b>                           | <b>26,714</b>      | <b>\$ 1,068,560.00</b> | <b>\$ 34,728.20</b> | <b>\$ 106,856.00</b> | <b>\$ 1,210,144.20</b> |
|  |                    |                        |                     |                      |                        |
|  |                    |                        |                     |                      |                        |
| District                               | Ac-Ft Leased       | Payment to Canals      | WD01 Fees           | IWRB Fees            | Total                  |
| Jefferson-Clark                        | 13,375             | \$ 535,000.00          | \$ 17,387.50        | \$ 53,500.00         | \$ 605,887.50          |
| Bonneville-Jefferson                   | 4,745              | \$ 189,800.00          | \$ 6,168.50         | \$ 18,980.00         | \$ 214,948.50          |
| Bingham                                | 8,594              | \$ 343,760.00          | \$ 11,172.20        | \$ 34,376.00         | \$ 389,308.20          |
| <b>Total</b>                           | <b>26,714</b>      | <b>\$ 1,068,560.00</b> | <b>\$ 34,728.20</b> | <b>\$ 106,856.00</b> | <b>\$ 1,210,144.20</b> |