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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,
 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

IGWA's Notice of Storage Water Leases

Idaho Ground Water Appropriators, Inc. (“IGWA”), through counsel, submits this notice of storage water leases secured to mitigate material injury caused by groundwater use within North Snake Ground Water District, Carey Valley Ground Water District, Magic Valley Ground Water District, Bingham Ground Water District, Bonneville-Jefferson Ground Water District, Jefferson-Clark Ground Water District, Madison Ground Water District and Henry’s Fork Ground Water District in accordance with the *Order Approving Mitigation Plan* (“*Order Approving Storage Water Plan*”) issued June 3, 2010, in IDWR Docket No. CM-MP-2009-007.

As stated in *IGWA’s Conditional Notice of Mitigation Compliance; Petition for Reconsideration; and Petition for Expedited Decision* (“*IGWA’s Conditional Notice of Mitigation Compliance*”) filed May 14, 2024, these storage leases are submitted on condition that they are utilized by IDWR strictly to mitigate for material injury caused by groundwater use within the districts listed above in accordance with Idaho Code § 42-5224(11). These leases cannot be used to roll back the curtailment date for all groundwater users or to otherwise mitigate for groundwater users that do not belong to the districts listed above.

The proportionate mitigation obligations of the districts listed above are as follows, as set forth in the Declaration of Sophia Sigstedt filed May 2, 2024:

Ground Water District	Proportionate Share of 74,100 Acre-Feet
Bingham	12,986
Bonneville-Jefferson	8,928
Carey Valley	327
Henry’s Fork + Madison	98
Jefferson-Clark	6,858
Magic Valley	10,638
North Snake	3,269
Total	43,104

Attached hereto as Appendix A are copies of the storage water leases totaling 53,214 acre-feet. An 8,705 acre-feet portion of the lease from the Shoshone-Bannock Tribes is allocated to American Falls-Aberdeen Ground Water District, leaving 44,509 acre-feet available to meet the proportionate mitigation of the eight ground water districts listed above. All Water District 01 fees have been paid (no fees are owed on the Shoshone-Bannock Tribes lease).

In addition to the reasons given in *IGWA’s Conditional Notice of Mitigation Compliance* for allowing ground water districts to mitigate for their proportionate share of the predicted demand shortfall (*i.e.* Idaho Code § 42-5224(11) does not authorize ground water districts to mitigate for water users outside the district, and the plain language of the *Order Approving Storage Water Plan* and the *Sixth Methodology* require groundwater users to mitigate only for their proportionate share of the demand shortfall), there are two more reasons why the Director should allow the ground water districts listed above to mitigate with storage water for their proportionate share of the demand shortfall calculation.

First, Idaho courts have ruled that one groundwater user cannot be compelled to mitigate for another. In *Cities of Bliss, et al. v. Spackman*, Minidoka County Case No. CV-2015-172, the court held that “any stipulated plan cannot transfer or impose upon any non-stipulating junior any portion of the total mitigation obligation attributable to the stipulating junior’s diversion.” (Mem. Decision and Order, Sept. 8, 2015, p. 7-8.)

Second, the Surface Water Coalition (SWC) has stipulated to allow junior groundwater users to mitigate with storage water for their proportionate share of the demand shortfall. Falls Irrigation District recently submitted the letter attached hereto as Appendix B to the watermaster for Water District 01, stating that the SWC has stipulated to allow Falls Irrigation District to mitigate with storage water for its proportionate share of the predicted 74,100 acre-feet demand shortfall. This stipulation was not filed in this proceeding, presumably in an attempt to keep IGWA from discovering it. In any case, The SWC is not legally permitted to hold different groups of junior groundwater users to different mitigation standards by making special deals with some groundwater users but not others. By stipulating to allow Falls Irrigation District to

mitigate for this proportionate share of the demand shortfall with storage wall, the SWC must allow ground water districts to do the same.

Therefore, IGWA submits the storage water leases attached hereto as Appendix A to satisfy the proportionate mitigation obligations of the eight ground water districts listed above. These leases are submitted on condition that they are utilized by IDWR strictly to mitigate for material injury caused by groundwater use within the districts listed above in accordance with Idaho Code § 42-5224(11). These leases cannot be used to roll back the curtailment date for all groundwater users or to otherwise mitigate for groundwater users that do not belong to the districts listed above.

DATED May 17, 2024.

RACINE OLSON, PLLP

By: 
Thomas J. Budge
Attorneys for IGWA

Exhibit A

Leases

Lessor	AF
Shoshone-Bannock Tribes	16,295
North Fork Reservoir Company	1,500
Aberdeen-Springfield	3,500
Snake River Valley Irrigation District	5,009
United Canal Company	400
Sunnydell Irrigation District	334
Watson Canal Company	50
Wearyrick Ditch Co	150
Blackfoot Irrigation Company	500
Corbett Slough Ditch Company	750
Enterprize Canal Company	1,670
Idaho Irrigation District	6,678
New Sweden Irrigation District	5,009
Parsons Ditch Company	100
Riverside Canal Co	50
Peoples Canal & Irrigation Co.	2,514
Total	44,509

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	
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.

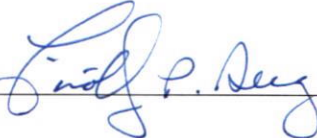
This Lease Agreement shall be signed in triplicate and shall be effective when signed by both the Tribes and IGWA.

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.

DATED this 26 day of Aug, 2022.

LESSEE:
Henry's Fork Groundwater District

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

By: 
Aaron Dalling-Secretary

By: 
Michael Rasmussen-President

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 2024 irrigation season at a price of \$ 40 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 A. Kessel 5-14-24 Chairman, Idaho Irrigation District
Lessor Signature Date Title, Canal Company

[Signature] 5/16/24 BGWD
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

Snake River Valley Irrigation District (lessor) agrees to lease 5,009 acre-feet of storage to Bingham Ground Water District (lessee) for the 2024 irrigation season at a price of \$ 40 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.

Gary Dial 14 MAY 24 Board member SRUID
Lessdr Signature Date Title, Canal Company

[Signature] 5/16/24 BGWD
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

New Sweden Irrigation District (lessor) agrees to lease 5,009 acre-feet of storage to Bingham Ground Water District (lessee) for the 2024 irrigation season at a price of \$ 40 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.

A. Peter Adams 5/14/24
Lessor Signature Date

Director, New Sweden-Swington District
Title, Canal Company

[Signature] 5-14-24
Lessee Signature Date

New Sweden
Canal Company or Diversion Name
BGWD

=====
(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 2024 irrigation season at a price of \$ 40 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.

Donald Kea 5/14/24 Chairman Enterprises Canal
Lessor Signature Date Title, Canal Company

Al 5/16/24 Company 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

Sunnydell Irrigation District (lessor) agrees to lease 334 acre-feet of storage to Bingham Ground Water District (lessee) for the 2024 irrigation season at a price of \$ 40 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.

Am Wm
Lessor Signature Date

Sunnyside Irr. Dist.
Title, Canal Company

ML 5/16/24
Lessee Signature Date

BGWB
Canal Company or Diversion Name

=====
(official use only)

Date Lease Accepted by Watermaster: _____

Watermaster Signature: _____

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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 2024 irrigation season at a price of \$ 40 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.

Matthew Stewart 5/17/24
Lessor Signature Date

General Manager, Aberdeen-Springfield Canal Company
Title, Canal Company

Alb 5/17/24
Lessee Signature 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

Blackfoot Irrigation Company (lessor) agrees to lease 500 acre-feet of storage to Bingham Ground Water District (lessee) for the 2024 irrigation season at a price of \$ 40 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.

SMJ 5/15/24
Lessor Signature Date

Manager
Title, Canal Company

[Signature] 5/16/24
Lessee Signature Date

BCWD
Canal Company or Diversion Name

=====

(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 2024 irrigation season at a price of \$ 40 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.

Robert D. Colvin 5-16-2024 VICE President - Corbett Canal Co.
Lessor Signature Date Title, Canal Company

Al L 5/16/2024 B GWD
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

Parsons Ditch Company (lessor) agrees to lease 100 acre-feet of storage to Bingham Ground Water District (lessee) for the 2024 irrigation season at a price of \$ 40 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

President

Title, Canal Company



Lessee Signature

5/16/24

Date

B6WD

Canal Company or Diversion Name

=====

(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 2024 irrigation season at a price of \$ 40 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.

SMJ 5/15/24
Lessor Signature Date

Manager
Title, Canal Company

[Signature] 5/16/24
Lessee Signature Date

BGWB
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 2024 irrigation season at a price of \$ 40 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.

Keith Salby 5-16-2024
Lessor Signature Date

President Riverside Canal Co
Title, Canal Company

[Signature] 5/16/24
Lessee Signature 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

The United Canal Company (lessor) agrees to lease 400 acre-feet of storage to Bingham Ground Water District (lessee) for the 2024 irrigation season at a price of \$ 40 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]
Lessor Signature

5/15/24
Date

Manager
Title, Canal Company

[Signature]
Lessee Signature

5/16/24
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

Watson Canal Company (lessor) agrees to lease 50 acre-feet of storage to Bingham Ground Water District (lessee) for the 2024 irrigation season at a price of \$ 40 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.

Paul L. Williams 5-14-24 President
Lessor Signature Date Title, Canal Company

[Signature] 5/16/24 B6WD
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

Wearyrick Ditch Company (lessor) agrees to lease 150 acre-feet of storage to Bingham Ground Water District (lessee) for the 2024 irrigation season at a price of \$ 40 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.

SMJ

Lessor Signature

5/16/24

Date

Manager

Title, Canal Company

ML

Lessee Signature

5/16/24

Date

BGWD

Canal Company or Diversion Name

=====

(official use only)

Date Lease Accepted by Watermaster: _____

Watermaster Signature: _____

Exhibit B

Falls Irrigation District Letter



MARTEN LAW

April 30, 2024

VIA U.S. MAIL AND EMAIL

Craig Chandler, Watermaster
Water District 01
900 N. Skyline Dr., Suite A
Idaho Falls, Idaho 83402-1718
Craig.Chandler@idwr.idaho.gov

Re: SWC Delivery Call / Notice of Mitigation Water (*Final Order Regarding April 2023 Forecast Supply (Steps 1-3)*)

Dear Craig:

I am writing on behalf of the Falls Irrigation District (“Falls” or “District”) in reference to the Director’s April 18, 2024 *Final Order Regarding April 2024 Forecast Supply* (“April Order”). In that order the Director noted that affected junior ground water right holders must establish “that they can mitigate for their proportionate share of the predicted April IDS of 74,100 acre-feet in accordance with an approved mitigation plan.” See April Order at 6. Further, the April Order identifies that consumptive water rights bearing priority dates junior to March 31, 1954 must establish said mitigation.

Given that Falls has both surface(natural flow and storage) and groundwater use within the District and in the name of the District, it is unclear whether it may utilize said rights as mitigation without filing a “approved mitigation plan?” Further, Prior to Falls being developed the federal government undertook an extensive study to determine the potential impact of operations on existing water rights. The conclusion of those studies were that Falls’ operations(diversion of surface and groundwater)would have no hydrologic impact. Hence, it is unclear to Falls whether and why the April Order would apply to Falls’ water rights.

Notwithstanding the above statements, to Falls’ knowledge, the Director has not yet identified Falls’ proportionate share with respect to certain junior priority ground water rights held by Falls. Hence, Falls is unclear on how to respond to ensure compliance with the April Order. In light of these circumstances and the uncertainty as to the potential mitigation offered by other parties, including IGWA, Falls intends to file a mitigation plan with the Department. Further, unlike other groundwater entities, Falls has storage in the upper Snake Basin. Falls has contacted the SWC and SWC has consented to accept direct storage water delivery as 2024 mitigation given the immediate proximity of Falls’ service area and alleged impact to the Snake River, the priority of Falls groundwater rights and the historical development and conservation measures of the District.



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Falls hereby provides notice of available mitigation water and requests that you confirm to the Director that the proportionate share of Falls' 2024 storage allocation will be available for assignment and delivery to mitigate injury to TFCC as predicted in the April Order if necessary. As you may be aware the upper Snake storage system is currently under flood control operations. Hence, there should be little question as to the availability of storage to fill any such assignment.

Regardless of the final allocation, it is believed that Falls has sufficient storage to deliver to injured Coalition members, including TFCC, for mitigation purposes if required. Additionally, Falls has confirmed with SWC members that should Falls owe mitigation at the time of need, given Falls' unique circumstances, SWC will accept a direct storage delivery. This agreement is similar to the Jenco Acres situation a few years ago.

Falls believes this letter satisfies the Director's April Order. If you have any questions, please call me at (208) 336-0700.

Sincerely,

/s/ John Simpson


John Simpson
Partner

Direct: (208) 424-2031
Email: jsimpson@martenlaw.com

cc: Shawn Tischendorf, Falls Irrigation District
Director Mat Weaver

CERTIFICATE OF SERVICE

I hereby certify that on this 17th day of May, 2024, I served the foregoing document on the persons below via email or as otherwise indicated:


Thomas J. Budge

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Courtesy Copies to:

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