

May 29, 2024

DEPARTMENT OF  
WATER RESOURCES

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*Attorneys for Bingham Ground Water District (BGWD)*

## 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

**Bingham Ground Water District,  
Bonneville Jefferson Ground Water  
District, and Jefferson Clark Ground  
Water District Amended Notice of  
Mitigation Compliance**

Bingham Ground Water District (BGWD), Bonneville Jefferson Ground Water District (BJGWD), and Jefferson Clark Ground Water District (JCGWD), through counsel, jointly submit this amended notice of mitigation compliance pursuant to the *Order Determining Deficiency in IGWA's May 17, 2024, Notice of Storage Water Leases* issued May 28, 2024.

### Relevant Background

On April 18, 2024, the Director issued the *Final Order Regarding April 2024 Forecast Supply (Methodology Steps 1–3)* (“April 2024 As-Applied Order”), in which the Director that Twin Falls Canal Company (“TFCC”) may incur an in-season demand shortfall (“IDS”) of 74,100 acre-feet.

On May 2, 2024, North Snake and Magic Valley filed the *Joint Notice of Compliance—Magic Valley Ground Water District & North Snake Ground Water District’s 2024 Irrigation Season Mitigation Commitments* (“MV/NS Joint Notice”) proposing to provide 15,590 acre-feet of storage water to the Surface Water Coalition (“SWC”) under IGWA’s “2009 Storage Water Mitigation Plan.” (MV/NS Joint Notice, p. 2-3.) The 15,590 acre-feet represents their

proportionate shares of the 74,100 acre-feet IDS prediction based on steady-state modelling using ESPAM 2.2. *Id.*

On May 10, 2024, the Director issued the *Order Determining Deficiency in Notices of Secured Water* (“*May 10 Order*”) accepting the mitigation proposal by North Snake and Magic Valley, but stating: “Unfortunately, Magic Valley and North Snake did not include contracts, leases, options, or similar documentation to establish that they had secured the water necessary to meet the obligation.” (*May 10 Order*, p. 6.) The *May 10 Order* gave Magic Valley and North Snake until May 17 to submit documentation of storage water contracts for the 15,590 acre-feet offered to cover their proportionate shares of the 74,100 IDS. *Id.*

On May 14, 2024, IGWA filed *IGWA’s Conditional Notice of Mitigation Compliance; Petition for Reconsideration* (“*IGWA’s Conditional Mitigation Notice*”) which provided notice that North Snake, Magic Valley, Carey Valley, Bingham, Bonneville-Jefferson, Jefferson-Clark, Madison, and Henry’s Fork ground water districts have secured storage leases to mitigate their proportionate shares of the 74,100 acre-feet IDS, but that such leases could be utilized only to mitigate for material injury caused by groundwater use within the districts. Unlike the *MV/NS Joint Notice*, which proposed that the 74,100 acre-feet be allocated entirely among IGWA’s member ground water districts, *IGWA’s Conditional Mitigation Notice* proposed that the 74,100 acre-feet be allocated among all groundwater users from the ESPA. The difference is that under *IGWA’s Conditional Mitigation Notice* the collective storage water obligations of IGWA’s member districts is 66,102 acre-feet as opposed to 74,100 acre-feet.

On May 17, 2024, IGWA filed *IGWA’s Notice of Storage Water Leases* (“*Lease Notice*”) which attached copies of storage water leases for 44,509 acre-feet. These leases were submitted to cover the proportionate mitigation obligations of North Snake, Magic Valley, Carey Valley, Bingham, Bonneville-Jefferson, Jefferson-Clark, Madison, and Henry’s Fork ground water districts which collectively total 43,104 acre-feet when apportioned in accordance with *IGWA’s Conditional Mitigation Notice* (*i.e.* when the 74,100 acre-feet is apportioned among all ESPA groundwater users as opposed to IGWA members only). The *Lease Notice* states that the storage water could only be used to mitigate for groundwater use by IGWA’s members.

On May 28, 2024, the Director issued an *Order Denying IGWA’s Second Petition for Reconsideration; Order Determining Deficiency in IGWA’s May 17, 2024, Notice of Secured Storage Water Leases* (“*May 28 Order*”) rejecting IGWA’s proposal to mitigate only for material injury caused by its members. (*May 28 Order*, p. 4-7.) The Director ruled that IGWA must mitigate for both its member and non-members under its *2009 Storage Water Mitigation Plan*. *Id.* And, the Director deemed IGWA’s *Lease Notice* deficient since it was conditioned upon “the Director also accepting IGWA’s argument that under the *2009 Storage Water Mitigation Plan* IGWA is not required to mitigate for all groundwater users.” *Id.* at 8.

Also on May 28, 2024, the Director issued the *Amended Order Determining Deficiency in Notices of Secured Water* (“*Amended Deficiency Order*”) which amended the *May 10 Order* addressing the mitigation notices submitted on May 2. The *Amended Deficiency Order* reaffirmed that North Snake and Magic Valley can comply with the *2009 Storage Water Mitigation Plan* by secure storage water lease contracts to cover their proportionate shares of the 74,100 IDS when allocated entirely among IGWA’s member districts. (*Amended Deficiency Order*, p. 7.)

## Amended Notice of Mitigation Compliance

Bingham Ground Water District, Bonneville-Jefferson Ground Water District, Jefferson-Clark Ground Water District, hereby provide notice that they have secured storage water leases to fully cover their proportionate shares of the 74,100 acre-feet IDS as apportioned solely among IGWA’s member districts in accordance with the *May 10 Order* and the *Amended Deficiency Order*. The following table shows each district’s proportionate share of the 74,100 IDS calculated under steady-state modeling using ESPAM 2.2:

GWD	Allocation of 74,100 AF		
	Steady State Impact (ESPAM 2.2)	Proportionate Share	Share of 74,100 AF
	AF	%	AF
American Falls Aberdeen	240,665	34.79%	25,781
Bingham	135,887	19.64%	14,557
Bonneville Jefferson	93,430	13.51%	10,009
Carey Valley	3,422	0.49%	367
Henry's Fork	1,024	0.15%	110
Jefferson Clark	71,765	10.37%	7,688
Madison	w/HF	w/HF	w/HF
Magic Valley	111,320	16.09%	11,925
North Snake	34,211	4.95%	3,665
TOTAL	691,723	100%	74,100

American Falls-Aberdeen Ground Water District, Madison Ground Water District, and Henry’s Fork Ground Water District are believed to be mitigating for their proportionate obligations under the *2016 Settlement Agreement Plan*. (*Amended Deficiency Order*, p. 12.) The proportionate obligations of the remaining six districts under the *2009 Storage Water Plan* totals 48,209 acre-feet. North Snake Ground Water District and Magic Valley Ground Water District are believed to be filing their own notice showing their proportionate share.

IGWA previously filed lease contracts totaling 44,509 acre-feet and attributed to districts. (*Lease Notice*, pg. 2, Ex. A.) Attached hereto as Appendix A is a lease contract for an additional 13,614 acre-feet, bringing the total amount of storage water leased by the three ground water districts identified above to 40,328 acre-feet<sup>1</sup>. With North Snake (3,665) and Magic Valley (11,925), the total is 55,918 acre-feet—8,074 acre-feet more than required. Although Carey has not authorized this notice, there is sufficient storage water to cover Carey Valley Ground Water District also. All Water District 01 fees have been paid on the lease contracts attached hereto as Appendix A and the lease contracts attached to the *Lease Notice* as Exhibit A. This storage water is acquired for the mitigation of BGWD, BJGWD, and JCGWD. These groundwater districts

<sup>1</sup> New leases, plus lease attached to *Lease Notice* for BGWD. Although it is in the name of BGWD, it is for all three districts as represented in the Declaration of Alan Jackson, filed on May 2, 2024.

understand that in providing this storage water if needed, there may be incidental mitigation benefits to ground water pumpers outside these districts. However, incidental mitigation benefits must not come at the expense of the members of BGWD, BJGWD, and JCGWD.

DATED May 29, 2024.

DYLAN ANDERSON LAW, PLLC

By: /s/ DYLAN ANDERSON  
Dylan Anderson  
*Attorney for BGWD*

RIGBY, ANDRES, & RIGBY LAW, PLLC

By: /s/ JERRY RIGBY  
Jerry Rigby  
*Attorney for JCGWD*

OLSEN TAGGART PLLC

By: /s/ SKYLER JOHNS  
Skyler Johns  
*Attorneys for BJGWD*

## CERTIFICATE OF SERVICE

I hereby certify that on this 29<sup>th</sup> day of May, 2024, I served the foregoing document on the persons below via email or as otherwise indicated:

\_\_\_\_\_  
/s/ Dylan Anderson  
Dylan Anderson

Director Mat Weaver Garrick Baxter Kayleen Richter Sarah Tschohl IDAHO DEPARTMENT OF WATER RESOURCES 322 E Front St. Boise, ID 83720-0098	<a href="mailto:mat.weaver@idwr.idaho.gov">mat.weaver@idwr.idaho.gov</a> <a href="mailto:garrick.baxter@idwr.idaho.gov">garrick.baxter@idwr.idaho.gov</a> <a href="mailto:kayleen.richter@idwr.idaho.gov">kayleen.richter@idwr.idaho.gov</a> <a href="mailto:sarah.tschohl@idwr.idaho.gov">sarah.tschohl@idwr.idaho.gov</a> <a href="mailto:file@idwr.idaho.gov">file@idwr.idaho.gov</a>
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Skyler C. Johns Nathan M. Olsen Steven L. Taggart OLSEN TAGGART PLLC 1449 E 17th St, Ste A PO Box 3005 Idaho Falls, ID 83403	<a href="mailto:sjohns@olsentaggart.com">sjohns@olsentaggart.com</a> <a href="mailto:nolsen@olsentaggart.com">nolsen@olsentaggart.com</a> <a href="mailto:staggart@olsentaggart.com">staggart@olsentaggart.com</a>
John K. Simpson Travis L. Thompson Abigail R. Bitzenburg MARTEN LAW P. O. Box 63 Twin Falls, ID 83303-0063	<a href="mailto:jsimpson@martenlaw.com">jsimpson@martenlaw.com</a> <a href="mailto:tthompson@martenlaw.com">tthompson@martenlaw.com</a> <a href="mailto:abitzenburg@martenlaw.com">abitzenburg@martenlaw.com</a> <a href="mailto:jnielsen@martenlaw.com">jnielsen@martenlaw.com</a>
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<p>David W. Gehlert  Natural Resources Section  Environment and Natural Resources Division  U.S. DEPARTMENT OF JUSTICE  999 18th St., South Terrace, Suite 370  Denver, CO 80202</p>	<p><a href="mailto:david.gehlert@usdoj.gov">david.gehlert@usdoj.gov</a></p>
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<p>Sarah A Klahn  Maximilian C. Bricker  SOMACH SIMMONS &amp; DUNN  2033 11th Street, Ste 5  Boulder, Co 80302</p>	<p><a href="mailto:sklahn@somachlaw.com">sklahn@somachlaw.com</a>  <a href="mailto:mbricker@somachlaw.com">mbricker@somachlaw.com</a>  <a href="mailto:vfrancisco@somachlaw.com">vfrancisco@somachlaw.com</a></p>
<p>Rich Diehl  City of POCATELLO  P.O. Box 4169  Pocatello, ID 83205</p>	<p><a href="mailto:rdiehl@pocatello.us">rdiehl@pocatello.us</a></p>
<p>Candice McHugh  Chris Bromley  MCHUGH BROMLEY, PLLC  380 South 4th Street, Suite 103  Boise, ID 83702</p>	<p><a href="mailto:cbromley@mchughbromley.com">cbromley@mchughbromley.com</a>  <a href="mailto:cmchugh@mchughbromley.com">cmchugh@mchughbromley.com</a></p>
<p>Robert E. Williams  WILLIAMS, MESERVY, &amp; LOTH SPEICH, LLP  P.O. Box 168  Jerome, ID 83338</p>	<p><a href="mailto:rewilliams@wmlattys.com">rewilliams@wmlattys.com</a></p>
<p>Robert L. Harris  HOLDEN, KIDWELL, HAHN &amp; CRAPO, PLLC  P.O. Box 50130  Idaho Falls, ID 83405</p>	<p><a href="mailto:rharris@holdenlegal.com">rharris@holdenlegal.com</a></p>

Michael A. Kirkham City Attorney CITY OF IDAHO FALLS P.O. Box 50220 Idaho Falls, ID 83405	<a href="mailto:mkirkham@idahofallsidaho.gov">mkirkham@idahofallsidaho.gov</a>
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***Courtesy Copies to:***

Corey Skinner IDWR-Southern Region 1341 Fillmore St., Ste. 200 Twin Falls, ID 83301-3033	<a href="mailto:corey.skinner@idwr.idaho.gov">corey.skinner@idwr.idaho.gov</a>
Craig Chandler IDWR-Eastern Region 900 N. Skyline Drive, Ste. A Idaho Falls, ID 83402	<a href="mailto:craig.chandler@idwr.idaho.gov">craig.chandler@idwr.idaho.gov</a>
William A. Parsons PARSONS SMITH & STONE P.O. Box 910 Burley, ID 83318	<a href="mailto:wparsons@pmt.org">wparsons@pmt.org</a>
Jerry Rigby RIGBY, ANDRUS & RIGBY LAW, PLLC P.O. Box 250 Rexburg, ID 83440	<a href="mailto:jrigby@rex-law.com">jrigby@rex-law.com</a>
Andrew J. Waldera SAWTOOTH LAW OFFICES, PLLC 1101 W. River Street, Suite 110 Boise, ID 83702	<a href="mailto:andy@sawtoothlaw.com">andy@sawtoothlaw.com</a>

**WATER DISTRICT #1 RENTAL POOL - PRIVATE LEASE AGREEMENT**

\_\_\_\_Harrison Canal and Irrigation Company\_\_\_\_\_ (lessor) agrees to lease  
\_\_\_\_2,500\_\_\_\_ acre-feet of storage to \_ Bonneville Jefferson Ground Water District\_\_\_\_\_(lessee) for  
the 2024\_\_\_\_ irrigation season at a price of \$ \_65.00\_\_\_\_\_ according to the rules and regulations  
contained in the Water District #1 Rental Pool Procedures.

Description of Lease:

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

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 place-of-use for this leased storage has a primary irrigation water right appurtenant to said land and was legally irrigated prior to the 2019 Irrigation year...or....had approved storage rentals or private leases applied to this place-of-use in any year from 2006 through 2018. Failure to meet these 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 30<sup>th</sup>. 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]      MAY 24 2024      [Signature]      VICE PRESIDENT  
Lessor Signature      Date      Title, Canal Company

Brad Pittard      5-29-24      Mgr. B&W  
Lessee Signature      Date      Title

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(official use only)

Date Lease Accepted by Watermaster: 5/29/24

Watermaster Signature: Craig Chandler

## STORAGE WATER LEASE

This Storage Water Lease ("Lease") is entered into between Harrison Canal and Irrigation ("Lessor"), and Bonneville Jefferson Ground Water District ("Leasee") a non-profit corporation.

### 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 under Lessor's Storage Water Contracts with the United States Bureau of Reclamation ("Reclamation").
- B. Bonneville Jefferson Ground Water District desires to lease storage water to satisfy mitigation obligations determined by the Director of the Idaho Department of Water Resources ("Department") and related purposes, such as aquifer recharge and converting farmland from ground to surface water irrigation.
- C. Lessor desires to lease storage water to Bonneville Jefferson Ground Water District , and Bonneville Jefferson Ground Water District desires to lease storage water from Lessor, under the terms of this Lease.

### LEASE

1. **Storage Water Lease.** Lessor hereby leases to Bonneville Jefferson Ground Water District 2,500 acre-feet of storage water for 2024 only, at which Idaho Ground Water Appropriators is required to pay rent as follows at \$65.00 per acre-foot.
2. **Term.** The initial term of this Lease shall be for a period of one (1) year, commencing May 2, 2024, and ending October 31, 2024.
3. **Payment of Rent.** Bonneville Jefferson Ground Water District will pay the rent to Lessor on or before 60 days following receipt of the invoice.
4. **Administrative Fees.** Bonneville Jefferson Ground Water District will pay all administrative fees imposed by Water District 1 and the Idaho Water Resource Board.
5. **Use of Leased Water.**
  - 5.1 **Title assignment,** delivery, and use of leased storage water will be determined by Bonneville Jefferson Ground Water District and is subject to the final accounting for the year by the Watermaster of Water District 1 and any applicable Water District 1 Rental Pool Rules.

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

5.3 The storage water available to Bonneville Jefferson Ground Water District under this Lease may be assigned and delivered by Idaho Ground Water Appropriators to any other person or entity for the authorized uses of recharge, mitigation, irrigation, or other lawful use at any time up to November 1, 2024.

5.4 Any storage water not used or assigned by Bonneville Jefferson Ground Water District by October 31, 2024, shall remain in the Lessor's Water District 1 storage account and then belong only to the Lessor.

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

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

6.1 It will provide to Bonneville Jefferson Ground Water District by October 31, 2024, all storage water leased under this Lease.

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

**7. Breach.** If either party defaults in the performance of its obligations under this Lease, and such default is not cured within thirty (30) days after receipt of written notice thereof, the non-breaching party, at its option, may elect 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 Bonneville Jefferson Ground Water District without the express written consent of the Lessor, but the storage water leased by Idaho Ground Water Appropriators 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 by the following provisions.

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

9.2 Mediation. If the dispute cannot be resolved by good faith negotiation, either party may demand that the dispute be subjected to mediation by a mediator designated by mutual Lease of the parties. The mediation will be

held in Bonneville County, Idaho, unless the parties mutually agree to a different location. Mediator costs will be split equally between the parties.

9.3 Litigation. Litigation is allowed between the parties only: (i) if the dispute is not resolved by mediation, (ii) to enforce 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 by the laws of the State of Idaho. The parties agree that the courts of Idaho shall have exclusive jurisdiction, and agree that Bonneville County is the proper venue.

9.5 Exclusive Procedures. The procedures specified in section 11 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 sections 11.1 and 11.2 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: Harrison Canal and Irrigation  
1381 E 65th N  
Idaho Falls, ID 83401

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

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

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

DATED this 29th day of May 2024.

LESSEE:

*Brad Butts* *5-29-2024*

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

LESSOR:

*[Signature]* *MAY 29 2024*  
*VICE PRESIDENT*

Harrison Canal and Irrigation  
1381 E 65th N  
Idaho Falls, ID 83401

## WATER DISTRICT #1 RENTAL POOL - PRIVATE LEASE AGREEMENT

\_\_\_\_\_ New Sweden Irrigation District \_\_\_\_\_ (lessor) agrees to lease 150 acre-feet of storage to \_\_\_\_\_ Bonneville Jefferson Ground Water District \_\_\_\_\_ (lessee) for the 20\_24 irrigation season at a price of \$ 70.00 according to the rules and regulations contained in the Water District #1 Rental Pool Procedures.

### Description of Lease:

Name of River or Stream from which lease is diverted: \_\_\_\_\_ TBD \_\_\_\_\_

Canal or Pump Name and location: \_\_\_\_\_ TBD \_\_\_\_\_

Place of Use description: \_\_\_\_\_ TBD \_\_\_\_\_

Water Right Appurtenant to Lands: \_\_\_\_\_ Irrigation \_\_\_\_\_

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 place-of-use for this leased storage has a primary irrigation water right appurtenant to said land and was legally irrigated prior to the 2019 Irrigation year...or....had approved storage rentals or private leases applied to this place-of-use in any year from 2006 through 2018. Failure to meet these 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 30<sup>th</sup>. Failure to report the daily rental diversion may result in the rental not being delivered in Water District #1's final rental delivery records.

*Fanis Ikuil*

*New Sweden Irrigation Dist.*

Lessor Signature

Date

Title, Canal Company

*Blair Butler 5-29-24*

*Manager - S-GWS*

Lessee Signature

Date

Title

-----  
(official use only)

Date Lease Accepted by Watermaster:

5/29/24

Watermaster Signature:

*Craig Chandler*

## STORAGE WATER LEASE

This Storage Water Lease ("Lease") is entered into between New Sweden Irrigation District whose address is 2350 W 171h, Idaho 83402 ("Lessor"), and Bonneville Jefferson Ground Water District ("Leasee") PO Box 51121, ID 83405, a non-profit corporation.

### 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 under Lessor's Storage Water Contracts with the United States Bureau of Reclamation ("Reclamation").
- B. Bonneville Jefferson Ground Water District desires to lease storage water to satisfy mitigation obligations determined by the Director of the Idaho Department of Water Resources ("Department") and related purposes, such as aquifer recharge and converting farmland from ground to surface water irrigation.
- C. Lessor desires to lease storage water to Bonneville Jefferson Ground Water District, and Bonneville Jefferson Ground Water District desires to lease storage water from Lessor, under the terms of this Lease.

### LEASE

1. **Storage Water Lease.** Lessor hereby leases to Bonneville Jefferson Ground Water District 150 acre-feet of storage water for 2024 only, at which Bonneville Jefferson Ground Water District is required to pay rent as follows at \$70.00 per acre-foot.
2. **Term.** The initial term of this Lease shall be for a period of one (1) year, commencing May 2, 2024, and ending October 31, 2024.
3. **Payment of Rent.** Bonneville Jefferson Ground Water District will pay the rent to Lessor on or before 60 days following receipt of the invoice.
4. **Administrative Fees.** Bonneville Jefferson Ground Water District will pay all administrative fees imposed by Water District 1 and the Idaho Water Resource Board.
5. **Bonneville Jefferson Ground Water District Use of Leased Water.**
  - 5.1 **Title assignment,** delivery, and use of leased storage water will be determined by Bonneville Jefferson Ground Water District and is subject to the final accounting for the year by the Watermaster of Water District 1 and any applicable Water District 1 Rental Pool Rules.



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

5.3 The storage water available to Bonneville Jefferson Ground Water District under this Lease may be assigned and delivered by Idaho Ground Water Appropriators to any other person or entity for the authorized uses of recharge, mitigation, irrigation, or other lawful use at any time up to November 1, 2024.

5.4 Any storage water not used or assigned by Bonneville Jefferson Ground Water District

GWD by October 31, 2024, shall remain in the Lessor's Water District 1 storage account and then belong only to the Lessor.

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

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

6.1 It will provide to Bonneville Jefferson Ground Water District by October 31, 2024, all storage water leased under this Lease.

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

**7. Breach.** If either party defaults in the performance of its obligations under this Lease, and such default is not cured within thirty (30) days after receipt of written notice thereof, the non-breaching party, at its option, may elect 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 Bonneville Jefferson Ground Water District without the express written consent of the Lessor, but the storage water leased by Bonneville Jefferson Ground Water District under this Lease may be assigned or otherwise made available to any other person or entity.

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

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

9.2 Mediation. If the dispute cannot be resolved by good faith negotiation, either party may demand that the dispute be subjected to mediation by a mediator designated by mutual Lease of the parties. The mediation will be

held in Bonneville County, Idaho, unless the parties mutually agree to a different location. Mediator costs will be split equally between the parties.

9.3 Litigation. Litigation is allowed between the parties only: (i) if the dispute is not resolved by mediation, (ii) to enforce 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 by the laws of the State of Idaho. The parties agree that the courts of Idaho shall have exclusive jurisdiction, and agree that Bonneville County is the proper venue.

9.5 Exclusive Procedures. The procedures specified in section 11 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 sections 11.1 and 11.2 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: Mew Sweden Irrigation District  
2350 W 17<sup>th</sup> S  
Idaho Falls, ID 83402

Lessee: Bonneville Jefferson Ground Water District  
PO Box 1268  
Blackfoot, ID 83221

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

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

DATED this 29th day of May 2024.

LESSEE: David Butters - Mgr. - 5-29-24  
Bonneville Jefferson Ground Water District **Date**

LESSOR: Kevin Hill 5-27-24  
New Sweden Irrigation District **Date**

**WATER DISTRICT #1 RENTAL POOL - PRIVATE LEASE AGREEMENT**

BB -5-21-24

Enterprise Canal Company \_\_\_\_\_ (lessor) agrees to lease  
~~5000~~  
2,500 \_\_\_\_\_ acre-feet of storage to \_\_\_\_\_ Bonneville Jefferson Ground Water

District \_\_\_\_\_ (lessee) for the 2024 \_\_\_\_\_ irrigation season at a price of  
\$ 70.00 according to the rules and regulations contained in the Water District #1 Rental Pool

Procedures. Description of Lease:

Name of River or Stream from which lease is diverted: \_\_\_\_\_ TBD \_\_\_\_\_

Canal or Pump Name and location: \_\_\_\_\_ TBD \_\_\_\_\_

Place of Use description: \_\_\_\_\_ TBD \_\_\_\_\_

Water Right Appurtenant to Lands: \_\_\_\_\_ Irrigation \_\_\_\_\_

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 place-of-use for this leased storage has a primary irrigation water right appurtenant to said land and was legally irrigated prior to the 2019 Irrigation year...or...had approved storage rentals or private leases applied to this place-of-use in any year from 2006 through 2018. Failure to meet these 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 30<sup>th</sup>. Failure to report the daily rental diversion may result in the rental not being delivered in Water District #1's final rental delivery records.

Darrell [Signature] 5/29/24 Chairman  
Lessor Signature Date Title, Canal Company  
[Signature] 5-29-24 Enturyang Canal Company  
Lessee Signature Date Title  
MANAGER [Signature]

-----  
(official use only)

Date Lease Accepted by Watermaster: \_\_\_\_\_

Watermaster Signature: \_\_\_\_\_

## STORAGE WATER LEASE

This Storage Water Lease ("Lease") is entered into between Enterprize Canal Company whose address is 4861 N 44th E, Idaho 83401 ("Lessor"), and Bonneville Jefferson Ground Water District ("Lessee") PO Box 51121 Idaho Falls, ID 83405.

### 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 under Lessor's Storage Water Contracts with the United States Bureau of Reclamation ("Reclamation").
- B. Idaho Ground Water Appropriators 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 Idaho Ground Water Appropriators, and Idaho Ground Water Appropriators desires to lease storage water from Lessor, under the terms of this Lease.

### LEASE

- 1. **Storage Water Lease.** Lessor hereby leases to Bonneville Jefferson Ground Water District 5,000 acre-feet of storage water for 2024 only, at which Bonneville Jefferson Ground Water District is required to pay rent as follows at \$70.00 per acre-foot.
- 2. **Term.** The initial term of this Lease shall be for a period of one (1) year, commencing May 2, 2024, and ending October 31, 2024.
- 3. **Payment of Rent.** Bonneville Jefferson Ground Water District will pay the rent to Lessor on or before 60 days following receipt of the invoice.
- 4. **Administrative Fees.** Bonneville Jefferson Ground Water District will pay all administrative fees imposed by Water District 1 and the Idaho Water Resource Board.
- 5. **Use of Leased Water.**
  - 5.1 The assignment, delivery, and use of leased storage water will be determined by Bonneville Jefferson Ground Water District and is subject to the final accounting for the year by the Watermaster of Water District 1 and any applicable Water District 1 Rental Pool Rules.

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

5.3 The storage water available to Bonneville Jefferson Ground Water District under this Lease may be assigned and delivered by Bonneville Jefferson Ground Water District to any other person or entity for the authorized uses of recharge, mitigation, irrigation, or other lawful use at any time up to November 1, 2024.

5.4 Any storage water not used or assigned by Bonneville Jefferson Ground Water District by October 31, 2024, shall remain in the Lessor's Water District 1 storage account and then belong only to the Lessor.

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

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

6.1 It will provide to Bonneville Jefferson Ground Water District by October 31, 2024, all storage water leased under this Lease.

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

**7. Breach.** If either party defaults in the performance of its obligations under this Lease, and such default is not cured within thirty (30) days after receipt of written notice thereof, the non-breaching party, at its option, may elect 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 Bonneville Jefferson Ground Water District without the express written consent of the Lessor, but the storage water leased by Bonneville Jefferson Ground Water District under this Lease may be assigned or otherwise made available to any other person or entity.

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

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

9.2 Mediation. If the dispute cannot be resolved by good faith negotiation, either party may demand that the dispute be subjected to mediation by a mediator designated by mutual Lease of the parties. The mediation will be

held in Bonneville County, Idaho, unless the parties mutually agree to a different location. Mediator costs will be split equally between the parties.

9.3 Litigation. Litigation is allowed between the parties only: (i) if the dispute is not resolved by mediation, (ii) to enforce 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 by the laws of the State of Idaho. The parties agree that the courts of Idaho shall have exclusive jurisdiction, and agree that Bonneville County is the proper venue.

9.5 Exclusive Procedures. The procedures specified in section 11 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 sections 11.1 and 11.2 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: Enterprize Canal Company  
PO Box 583  
Ririe, ID 83443

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



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

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

DATED this 29th day of May 2024.

LESSEE: *Shawn Suttard* *5/29/2024*  
Bonneville Jefferson Ground Water District **Date**  
*MANAGER*

LESSOR: *David Lee* *5/29/2024*  
**Date**

Enterprize Canal Company  
PO Box 583  
Ririe, ID 83443

Scenario 3 - All GWDs except AFAGWD provide 74,100 AF based on steady-state impact

GWD	Allocation of 74,100 AF			Leases Secured		Additional Storage Needed		
	Steady State Impact (ESPAM 2.2)	Proportionate Share	Share of 74,100 AF	50KAF Leases	Additional	Needed for 74,100 AF	Plus 2021 Shortfall	Total
	AF	%	AF	AF	AF	AF	AF	AF
American Falls Aberdeen		0.00%					2,993	
Bingham	135,887	30.13%	22,324	8,593	4,524.66	9,206	7,825	17,031
Bonneville Jefferson	93,430	20.71%	15,349	4,745	2,502.37	8,102	2,362	10,464
Carey Valley	3,422	0.76%	562	173	63.56	326		326
Henry's Fork	1,024	0.23%	168	-	35.99	132		132
Jefferson Clark	71,765	15.91%	11,790	13,375	-	(1,585)	1,819	234
Madison	w/HF	w/HF	w/HF	w/HF	w/HF	w/HF		w/HF
Magic Valley	111,320	24.68%	18,288	8,000	1,288.04	9,000		9,000
North Snake	34,211	7.58%	5,620	6,410	-	(790)		(790)
TOTAL	451,058	100%	74,100	41,295	8,415	24,390	15,000	36,397

10,009  
2362  
12,371

7650  
4745  
12,395

ENTERPRIZE 5000 \$70.00 \$350,000  
 HARRISON 2500 ~~\$70.00~~ \$162,500  
 NEW SWEDEN 150 \$70.00 \$10,500  
\$523,000

LEASE FEES TOTAL  
 (7.00 + 1.30 = 8.30) \$41,500 = \$391,500  
 (6.50 + 1.30 = 7.80) \$19,500 = \$182,000  
 (7.00 + 1.30 = 8.30) \$1,245 = \$11,745  
\$62,245 \$585,245

PAY SHARE OF MULTI-YEAR LEASE

## WATER DISTRICT #1 RENTAL POOL - PRIVATE LEASE AGREEMENT

\_\_\_\_ New Sweden Irrigation District \_\_\_\_\_ (lessor) agrees to lease 4,850 acre-feet of storage to Bingham Ground Water District (lessee) for the 20\_24 irrigation season at a price of \$ 70.00 according to the rules and regulations contained in the Water District #1 Rental Pool Procedures.

### Description of Lease:

Name of River or Stream from which lease is diverted: \_\_\_\_\_ TBD \_\_\_\_\_

Canal or Pump Name and location: \_\_\_\_\_ TBD \_\_\_\_\_

Place of Use description: \_\_\_\_\_ TBD \_\_\_\_\_

Water Right Appurtenant to Lands: \_\_\_\_\_ Irrigation \_\_\_\_\_

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 place-of-use for this leased storage has a primary irrigation water right appurtenant to said land and was legally irrigated prior to the 2019 Irrigation year \_\_\_\_\_ or \_\_\_\_\_ had approved storage rentals or private leases applied to this place-of-use in any year from 2006 through 2018. Failure to meet these 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 30<sup>th</sup>. Failure to report the daily rental diversion may result in the rental not being delivered in Water District #1's final rental delivery records.

Lessor Signature

Date

Title, Canal Company

*[Handwritten Signature]*

New Sweden Irrigation Dist.

Lessee Signature

Date

Title

*[Handwritten Signature]*  
~~Signature~~

5/29/24

BGWD Manager

-----  
(official use only)

Date Lease Accepted by Watermaster: 5/29/24

Watermaster Signature: *Craig Chandler*

## STORAGE WATER LEASE

This Storage Water Lease ("Lease") is entered into between New Sweden Irrigation District whose address is 2350 W 171h, Idaho 83402 ("Lessor"), and Bingham Ground Water District ("Leasee") PO Box 1268, Blackfoot, ID 8321, a non-profit corporation

### 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 under Lessor's Storage Water Contracts with the United States Bureau of Reclamation ("Reclamation").
- B. Bingham Ground Water District desires to lease storage water to satisfy mitigation obligations determined by the Director of the Idaho Department of Water Resources ("Department") and related purposes, such as aquifer recharge and converting farmland from ground to surface water irrigation.
- C. Lessor desires to lease storage water to Bingham Ground Water District, and Bingham Ground Water District desires to lease storage water from Lessor, under the terms of this Lease.

### LEASE

1. **Storage Water Lease.** Lessor hereby leases to Bingham Ground Water District 4,850 acre-feet of storage water for 2024 only, at which Bingham Ground Water District is required to pay rent as follows at \$70.00 per acre-foot.
2. **Term.** The initial term of this Lease shall be for a period of one (1) year, commencing May 2, 2024, and ending October 31, 2024.
3. **Payment of Rent.** Bingham Ground Water District will pay the rent to Lessor on or before 60 days following receipt of the invoice.
4. **Administrative Fees.** Bingham Ground Water District will pay all administrative fees imposed by Water District 1 and the Idaho Water Resource Board.
5. **Bingham Ground Water District Use of Leased Water.**
  - 5.1 **Title assignment, delivery, and use of leased storage water will be**  
determined by Bingham Ground Water District and is subject to the final accounting for the year by the Watermaster of Water District 1 and any applicable Water District 1 Rental Pool Rules.

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

5.3 The storage water available to Bingham Ground Water District under this Lease may be assigned and delivered by Idaho Ground Water Appropriators to any other person or entity for the authorized uses of recharge, mitigation, irrigation, or other lawful use at any time up to November 1, 2024.

5.4 Any storage water not used or assigned by Bingham Ground Water District GWD by October 31, 2024, shall remain in the Lessor's Water District 1 storage account and then belong only to the 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 Bingham Ground Water District by October 31, 2024, all storage water leased under this Lease.

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

**7. Breach.** If either party defaults in the performance of its obligations under this Lease, and such default is not cured within thirty (30) days after receipt of written notice thereof, the non-breaching party, at its option, may elect 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 Bingham Ground Water District without the express written consent of the Lessor, but the storage water leased by Bingham Ground Water District under this Lease may be assigned or otherwise made available to any other person or entity.

**9. Dispute Resolution.** Any substantial dispute between the parties shall be resolved by 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 resolved by mediation by a mediator designated by mutual Lease of the parties.

held in Bonneville County, Idaho, unless the parties mutually agree to a different location. Mediator costs will be split equally between the parties.

9.3 Litigation. Litigation is allowed between the parties only. (i) if the dispute is not resolved by mediation, (ii) to enforce 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 by the laws of the State of Idaho. The parties agree that the courts of Idaho shall have exclusive jurisdiction, and agree that Bonneville County is the proper venue.

9.5 Exclusive Procedures. The procedures specified in section 11 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 sections 11.1 and 11.2 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: Mew Sweden Irrigation District  
2350 W 17<sup>th</sup> S  
Idaho Falls, ID 83402

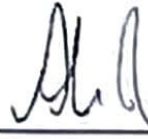
Leasee: Bingham Ground Water District  
PO Box 1268  
Blackfoot, ID 83221

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

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

DATED this 29th day of May 2024.

LESSEE:



Bingham Ground Water District

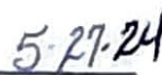


Date

LESSOR:



New Sweden Irrigation District



Date



## WATER DISTRICT #1 RENTAL POOL - PRIVATE LEASE AGREEMENT

\_\_\_\_\_ Idaho Irrigation District \_\_\_\_\_ (lessor) agrees to lease 1,114 acre-feet of storage to Bingham Ground Water District (lessee) for the 20\_24 irrigation season at a price of \$ 70.00 according to the rules and regulations contained in the Water District #1 Rental Pool Procedures.

### Description of Lease:

Name of River or Stream from which lease is diverted: \_\_\_\_\_ TBD \_\_\_\_\_

Canal or Pump Name and location: \_\_\_\_\_ TBD \_\_\_\_\_

Place of Use description: \_\_\_\_\_ TBD \_\_\_\_\_

Water Right Appurtenant to Lands: \_\_\_\_\_ Irrigation \_\_\_\_\_

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 place-of-use for this leased storage has a primary irrigation water right appurtenant to said land and was legally irrigated prior to the 2019 irrigation year...or...had approved storage rentals or private leases applied to this place-of-use in any year from 2006 through 2018. Failure to meet these 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 30<sup>th</sup>. Failure to report the daily rental diversion may result in the rental not being delivered in Water District #1's final rental delivery records.

Mark D. Kelsch 5-29-24 Chairman Johno Irrigation  
Lessor Signature Date Title, Canal Company D. Secret

[Signature] 5/29/24 BGWD Manager  
Lessee Signature Date Title

-----  
(official use only)

Date Lease Accepted by Watermaster: 5/29/24

Watermaster Signature: Craig Chandler

## STORAGE WATER LEASE

This Storage Water Lease ("Lease") is entered into between Idaho Irrigation District whose address is , 496 E 14th Street, Idaho Falls, ID 83404 ("Lessor"), and Bingham Ground Water District ("Leasee") PO Box 1268, Blackfoot, ID 83221, a non-profit corporation.

### 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 under Lessor's Storage Water Contracts with the United States Bureau of Reclamation ("Reclamation").
- B. Bingham Ground Water District desires to lease storage water to satisfy mitigation obligations determined by the Director of the Idaho Department of Water Resources ("Department") and related purposes, such as aquifer recharge and converting farmland from ground to surface water irrigation.
- C. Lessor desires to lease storage water to Bingham Ground Water District, and Bingham Ground Water District desires to lease storage water from Lessor, under the terms of this Lease.

### LEASE

1. **Storage Water Lease.** Lessor hereby leases to Bingham Ground Water District 1,114 acre-feet of storage water for 2024 only, at which Bingham Ground Water District is required to pay rent as follows at \$70.00 per acre-foot.
2. **Term.** The initial term of this Lease shall be for a period of one (1) year, commencing May 2, 2024, and ending October 31, 2024.
3. **Payment of Rent.** Bingham Ground Water District will pay the rent to Lessor on or before 60 days following receipt of the invoice.
4. **Administrative Fees.** Bingham Ground Water District will pay all administrative fees imposed by Water District 1 and the Idaho Water Resource Board.
5. **Bingham Ground Water District Use of Leased Water.**
  - 5.1 **Title assignment,** delivery, and use of leased storage water will be determined by Bingham Ground Water District and is subject to the final accounting for the year by the Watermaster of Water District 1 and any applicable Water District 1 Rental Pool Rules.

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

5.3 The storage water available to Bingham Ground Water District under this Lease may be assigned and delivered by Idaho Ground Water Appropriators to any other person or entity for the authorized uses of recharge, mitigation, irrigation, or other lawful use at any time up to November 1, 2024.

5.4 Any storage water not used or assigned by Bingham Ground Water District GWD by October 31, 2024, shall remain in the Lessor's Water District 1 storage account and then belong only to the 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 Bingham Ground Water District by October 31, 2024, all storage water leased under this Lease

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

7. **Breach.** If either party defaults in the performance of its obligations under this Lease, and such default is not cured within thirty (30) days after receipt of written notice thereof, the non-breaching party, at its option, may elect 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 Bingham Ground Water District without the express written consent of the Lessor, but the storage water leased by Bingham Ground Water District under this Lease may be assigned or otherwise made available to any other person or entity.

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

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

9.2 **Mediation.** If the dispute cannot be resolved by good faith negotiation, either party may demand that the dispute be subjected to mediation by a mediator designated by mutual Lease of the parties. The mediation will be

held in Bonneville County, Idaho, unless the parties mutually agree to a different location. Mediator costs will be split equally between the parties.

9.3 Litigation. Litigation is allowed between the parties only (i) if the dispute is not resolved by mediation, (ii) to enforce 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 by the laws of the State of Idaho. The parties agree that the courts of Idaho shall have exclusive jurisdiction, and agree that Bonneville County is the proper venue.

9.5 Exclusive Procedures. The procedures specified in section 11 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 sections 11.1 and 11.2 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: Idaho Irrigation District  
496 E. 14th Street,  
Idaho Falls, ID 83404

Lessee: Bingham Ground Water District  
PO Box 1268  
Blackfoot, ID 83221

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

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

DATED this 29th day of May 2024.

LESSEE:

  
Bingham Ground Water District

5/29/24  
Date

LESSOR:

  
Idaho Irrigation District

5-29-24  
Date