Idaho Ground Water Appropriators, Inc. (“IGWA”), through its counsel Givens Pursley LLP and on behalf of its ground water district members, Magic Valley Ground Water District (“MVGWD”) and North Snake Ground Water District (“NSGWD”) (collectively the “Ground Water Districts”), hereby supplements its June 14, 2005 Response (“Response”) to Director’s June 7, 2005 Order Regarding IGWA’s Replacement Water Plan (“June 7th Order”) in this matter.

This First Supplemental Response (“Supplemental Response”) provides data files on compact disk prepared by IGWA’s consultant Hydrosphere, Inc. documenting the ESPA modeling analysis of steady-state reach gains in the Devils Washbowl subreach of the Thousand Springs Reach of the Snake River resulting from specific identified actions to be implemented by IGWA’s First Supplemental Response to Director’s June 7, 2005 Order Regarding Replacement Water Plan (Blue Lakes Delivery Call).
the NSGWD and MVGWD in 2005 under their Replacement Water Plan. This Supplemental Response also includes copies of Commitments to Curtail Pumping ("Commitments") that have been obtained to date by NSGWD with respect to 963.6 acres of the 1,987 Curtailment Acres proposed by NSGWD as of June 14, 2005 for voluntary curtailment in 2005. NSGWD is awaiting the return by participating landowners of signed Commitments for the balance of the Curtailment Acres identified as of June 14, 2005 and these, together with any additional Commitments for additional Curtailment Acres to be implemented in 2005 will be forwarded to the Department as they are received.

DATED this 17th day of June 2005.

GIVENS PURSLEY LLP

By: ______________

Michael C. Creamer

Attorneys for Idaho Ground Water Approprietors, Inc.
CERTIFICATE OF SERVICE

I hereby certify that on this 17th day of June 2005, I served a true and correct copy of the foregoing by delivering the same to each of the following individuals by the method indicated below, addressed as follows:

Mr. Karl J. Dreher
Director
Idaho Department of Water Resources
322 East Front Street
P.O. Box 83720
Boise, ID 83720-0098

Gregory Kaslo
Blue Lakes Trout Farm
P.O. Box 1237
Twin Falls, ID 83303-1237

Daniel V. Steenson, Esq.
Ringert Clark, Chartered
455 S. Third Street
P.O. Box 2773
Boise, ID 83701-2773

Roger D. Ling, Esq.
Ling, Robinson & Walker
615 H St.
P.O. Box 396
Rupert, ID 83350-0396

James C. Tucker, Esq.
Idaho Power Company
1221 West Idaho P.O. Box 70
Boise, ID 83707

James S. Lochhead, Esq.
Adam T. Devoe, Esq.
Brownstein Hyatt & Farber, P.C.
410 17th Street
Twenty-Second Floor
Denver, CO 80202

U.S. Mail
Facsimile
Overnight Mail
Hand Delivery
E-mail
Cindy Yenter  
Watermaster – Water District 130  
Idaho Department of Water Resources  
Southern Regional Office  
1341 Fillmore Street, Suite 200  
Twin Falls, ID 83301-3380

Frank Erwin  
Watermaster – Water District 36  
2628 South 975 East  
Hagerman, ID 83332

Michael C. Creamer

IGWA’S FIRST SUPPLEMENTAL RESPONSE TO DIRECTOR’S JUNE 7, 2005 ORDER REGARDING REPLACEMENT WATER PLAN—4

S:CLIENTS\39157\IGWA\First Supplemental Response to Director's June 7, 2005 Order.DOC
Description of Supplemental Analysis
in Response to Director’s Order of June 7th
Regarding IGWA’s Replacement Water Plan for Blue Lakes
June 17, 2005

Water Rights Analysis

Ground water rights researched and identified from the IDWR water rights
database are contained in the workbook IGWA Replacement Plan Water Rights
Analysis.xls in the WaterRightsAnalysis directory. The sheets in this workbook
summarize the following: 1) whether the rights addressed the same point of
diversion as the originally submitted right, 2) the additional acreage permitted to
be served by the rights, and 3) whether the rights were supplemental to surface
water supplies from the North Side Canal Company. Description of the different
sheets contained in this workbook is provided in the sheet Analysis Description of
this workbook. The analysis concluded that a total of 6,896 acres of ground
water irrigated land would satisfy the criteria contained in the Director’s Order of
June 7, 2005, regarding IGWA’s Replacement Water Plan.

Analyses Using the Steady State Conversion Tool

The Steady State Conversion Tool was used to determine the steady state
DWB-BUL reach gain occurring from conversions in the NSGWD. The
conversions analysis assumed a total water supply of 22,917 acre-feet. This is
equal to the 2004 water supply for conversions reduced by a factor of 0.736 to
reflect a total of 6,896 acres of conversions rather than 9,369 acres as originally
claimed in IGWA’s May 27, 2005 Replacement Water Plan. The entire water
supply of 22,917 acre-feet was input to the Steady State Conversion Tool
workbook, consistent with the treatment of conversions in the IWRRI
Conversions Scenario (IWRRI Technical Report 05-003c, 2005).

The workbook containing this analysis is
ReplacementSupply_SS_Summary1_NSGWD_73.6Percent.xls and can be
found in the AtSiteConversions directory on the attached CD. The workbook
contains the input data used to calculate the reach gains. Other than entering
the water supply input data, no changes were made to the workbook versions
obtained from IWRRI.

Analyses Using the Steady State ESPA Model

Curtailments
Curtailments of ground water pumping on 1,538 acres in the NSGWD and 6,755
acres in the MVGWD will occur in 2005. Curtailment in the Districts will continue
as a CREP program becomes fully operational by 2008. Benefits from
curtailment were scaled linearly from results of simulating complete (i.e., 100%) curtailment of pumping in each of those districts. Benefits from other levels of curtailment can be similarly scaled. The 100% curtailment analysis used the cell stress file created by IWRRI for its analysis of curtailment of post-1870 ground water rights. This file was modified to reflect pumping only in the irrigation season, and then screened using GIS to exclude stresses outside the two districts' boundaries. It was then input to the model to determine effects of curtailment in just those districts. This procedure implies that the curtailment is uniformly distributed across the districts.

Curtailment specific model files can be found in Curtailments directory on the attached CD. The name file in this directory contains a generic well file, named run.WEL, which needs to be substituted with an appropriate well file (see file README.txt in this directory for details).

All MODFLOW simulations were carried out using MODFLOW-2000 (U.S. GEOLOGICAL SURVEY MODULAR FINITE-DIFFERENCE GROUND-WATER FLOW MODEL) Version 1.10 07/28/2002. The executable code (MF2K1.EXE) is in directory MODFLOWExecutable.

Supporting GIS Files

Files used or created as part of the GIS analysis supporting the calculation of reach gain benefits are in directory GiSSupportFiles on the enclosed CD. A description of these files is given below.

ArcView Shape Files (Map Projection IDTM NAD 27, see .prj files for specs):

Magic Valley and North Snake Irrigation District Boundaries

NorthSnakeAndMagicValleylDs_region.*

Irrigated Model Cells Intersected by Irrigation District Boundaries

MVirrigationCells_region.*
NSIrrigationCells_region.*

Excel Files:

Tables of the Cell Stress values before and after modification to account for only the irrigated lands within the district being modeled.

PumpingCalculationsByDistrict.xls
COMMITMENT TO CURTAIL PUMPING
WATER DISTRICT 130

2005 Irrigation Season

1. I hereby certify and attest as follows:

   1. I am the owner (or authorized agent having control) of the ground water-irrigated land in Water District 130 described below (the "Irrigated Parcel").

   2. In response to recent orders issued by the Director, Idaho Department of Water Resources ("Director"), and with the intent to participate in the North Snake/Magic Valley Ground Water District's mitigation or water replacement plan, I am voluntarily curtailing all ground water pumping to serve the Irrigated Parcel during the 2005 irrigation season. I will cooperate with the water master for Water District 130 to provide any necessary assurance that the Irrigated Parcel will not be irrigated with ground water in 2005.

   3. The Irrigated Parcel was irrigated in 2004, or was not irrigated in 2004 due to voluntary curtailment in conformance with the interim mitigation or water replacement arrangements embodied in the March 15, 2004 Interim Agreement between the State of Idaho, ground water districts, and certain spring users.

   4. Pursuant to this Commitment to Curtail Pumping, the Irrigated Parcel will not be irrigated with ground water during the 2005 irrigation season. If a crop can be produced on the Irrigated Parcel without the aid of irrigation, I reserve the right to cultivate and raise such a crop in 2005.

   5. The Irrigated Parcel is more particularly described as follows:

   Total acres not irrigated with ground water in 2005 97.5

   6. The ground water right(s) used to irrigate the Irrigated Parcel is/are as follows:

   Scott Han
   Print name

   Signature
COMMITMENT TO CURTAIL PUMPING
WATER DISTRICT 130

2005 Irrigation Season

1. Jess (ac) Elliot ___________, hereby certify and attest as follows:

1. I am the owner (or authorized agent having control) of the ground water-irrigated land in Water District 130 described below (the “Irrigated Parcel”).

2. In response to recent orders issued by the Director, Idaho Department of Water Resources (“Director”), and with the intent to participate in the [circle one] North Snake/Magic Valley Ground Water District’s mitigation or water replacement plan, I am voluntarily curtailing all ground water pumping to serve the Irrigated Parcel during the 2005 irrigation season. I will cooperate with the watermaster for Water District 130 to provide any necessary assurance that the Irrigated Parcel will not be irrigated with ground water in 2005.

3. The Irrigated Parcel was irrigated in 2004, or was not irrigated in 2004 due to voluntary curtailment in conformance with the interim mitigation or water replacement arrangements embodied in the March 15, 2004 Interim Agreement between the State of Idaho, ground water districts, and certain spring users.

4. Pursuant to this Commitment to Curtail Pumping, the Irrigated Parcel will not be irrigated with ground water during the 2005 irrigation season. If a crop can be produced on the Irrigated Parcel without the aid of irrigation, I reserve the right to cultivate and raise such a crop in 2005.

5. The Irrigated Parcel is more particularly described as follows:

<table>
<thead>
<tr>
<th>Twp</th>
<th>Rge</th>
<th>Sec.</th>
<th>NE¼</th>
<th>NW¼</th>
<th>SW¼</th>
<th>SE¼</th>
<th>NE½</th>
<th>NW½</th>
<th>SW½</th>
<th>SE½</th>
<th>Totals</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total acres not irrigated with ground water in 2005 __15__

6. The ground water right(s) used to irrigate the Irrigated Parcel is/are as follows:

[Signature]

Print name

Jess D. Elliott
COMMITMENT TO CURTAIL PUMPING
WATER DISTRICT 130

2005 Irrigation Season

1. I, [Name], hereby certify and attest as follows:

   1. I am the owner (or authorized agent having control) of the ground water-irrigated land in Water District 130 described below (the "Irrigated Parcel").

   2. In response to recent orders issued by the Director, Idaho Department of Water Resources ("Director"), and with the intent to participate in the [circle one] North Snake/Magic Valley Ground Water District's mitigation or water replacement plan, I am voluntarily curtailing all ground water pumping to serve the Irrigated Parcel during the 2005 irrigation season. I will cooperate with the watermaster for Water District 130 to provide any necessary assurance that the Irrigated Parcel will not be irrigated with ground water in 2005.

   3. The Irrigated Parcel was irrigated in 2004, or was not irrigated in 2004 due to voluntary curtailment in conformance with the interim mitigation or water replacement arrangements embodied in the March 15, 2004 Interim Agreement between the State of Idaho, ground water districts, and certain spring users.

   4. Pursuant to this Commitment to Curtail Pumping, the Irrigated Parcel will not be irrigated with ground water during the 2005 irrigation season. If a crop can be produced on the Irrigated Parcel without the aid of irrigation, I reserve the right to cultivate and raise such a crop in 2005.

   5. The Irrigated Parcel is more particularly described as follows:

   6. The ground water right(s) used to irrigate the Irrigated Parcel is/are as follows:

   Total acres not irrigated with ground water in 2005: 4.2

   [Name], [Signature]
COMMITMENT TO CURTAIL PUMPING
WATER DISTRICT 130

2005 Irrigation Season

1. [Signature], hereby certify and attest as follows.

1. I am the owner (or authorized agent having control) of the ground water-irrigated land in Water District 130 described below (the “Irrigated Parcel”).

2. In response to recent orders issued by the Director, Idaho Department of Water Resources (“Director”), and with the intent to participate in the [circle one] North Snake/Magic Valley Ground Water District’s mitigation or water replacement plan, I am voluntarily curtailing all ground water pumping to serve the Irrigated Parcel during the 2005 irrigation season. I will cooperate with the watermaster for Water District 130 to provide any necessary assurance that the Irrigated Parcel will not be irrigated with ground water in 2005.

3. The Irrigated Parcel was irrigated in 2004, or was not irrigated in 2004 due to voluntary curtailment in conformance with the interim mitigation or water replacement arrangements embodied in the March 15, 2004 Interim Agreement between the State of Idaho, ground water districts, and certain spring users.

4. Pursuant to this Commitment to Curtail Pumping, the Irrigated Parcel will not be irrigated with ground water during the 2005 irrigation season. If a crop can be produced on the Irrigated Parcel without the aid of irrigation, I reserve the right to cultivate and raise such a crop in 2005.

5. The Irrigated Parcel is more particularly described as follows:

<table>
<thead>
<tr>
<th>Twp</th>
<th>Rge</th>
<th>Sec.</th>
<th>NE¼</th>
<th>NW¼</th>
<th>SW¼</th>
<th>SE¼</th>
<th>Totals</th>
</tr>
</thead>
</table>

Total acres not irrigated with ground water in 2005: 57.7

6. The ground water right(s) used to irrigate the Irrigated Parcel is/are as follows:

[Signature]
Print name

[Signature]
Signature
COMMITMENT TO CURTAIL PUMPING
WATER DISTRICT 130

2005 Irrigation Season

1. Big Sky Dairy, hereby certify and attest as follows:

1. I am the owner (or authorized agent having control) of the ground water-irrigated land in Water District 130 described below (the "Irrigated Parcel").

2. In response to recent orders issued by the Director, Idaho Department of Water Resources ("Director"), and with the intent to participate in the [circle one] North Snake/Magic Valley Ground Water District's mitigation or water replacement plan, I am voluntarily curtailing all ground water pumping to serve the Irrigated Parcel during the 2005 irrigation season. I will cooperate with the watermaster for Water District 130 to provide any necessary assurance that the Irrigated Parcel will not be irrigated with ground water in 2005.

3. The Irrigated Parcel was irrigated in 2004, or was not irrigated in 2004 due to voluntary curtailment in conformance with the interim mitigation or water replacement arrangements embodied in the March 15, 2004 Interim Agreement between the State of Idaho, ground water districts, and certain spring users.

4. Pursuant to this Commitment to Curtail Pumping, the Irrigated Parcel will not be irrigated with ground water during the 2005 irrigation season. If a crop can be produced on the Irrigated Parcel without the aid of irrigation, I reserve the right to cultivate and raise such a crop in 2005.

5. The Irrigated Parcel is more particularly described as follows:

<table>
<thead>
<tr>
<th>Twp</th>
<th>Rg</th>
<th>Sec</th>
<th>NE 1/4</th>
<th>NW 1/4</th>
<th>SW 1/4</th>
<th>SE 1/4</th>
<th>Totals</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>158.60</td>
</tr>
</tbody>
</table>

Total acres not irrigated with ground water in 2005 158.60

6. The ground water right(s) used to irrigate the Irrigated Parcel is/are as follows:

Big Sky Dairy by Mike Faulkner

Print name

Signature
COMMITMENT TO CURTAIL PUMPING
WATER DISTRICT 130
2005 Irrigation Season

1. Southview Dairy, hereby certify and attest as follows:

1. I am the owner (or authorized agent having control) of the ground water-irrigated land in Water District 130 described below (the "Irrigated Parcel").

2. In response to recent orders issued by the Director, Idaho Department of Water Resources ("Director"), and with the intent to participate in the [circle one] North Snake/Magic Valley Ground Water District's mitigation or water replacement plan, I am voluntarily curtailing all ground water pumping to serve the Irrigated Parcel during the 2005 irrigation season. I will cooperate with the watermaster for Water District 130 to provide any necessary assurance that the Irrigated Parcel will not be irrigated with ground water in 2005.

3. The Irrigated Parcel was irrigated in 2004, or was not irrigated in 2004 due to voluntary curtailment in conformance with the interim mitigation or water replacement arrangements embodied in the March 15, 2004 Interim Agreement between the State of Idaho, ground water districts, and certain spring users.

4. Pursuant to this Commitment to Curtail Pumping, the Irrigated Parcel will not be irrigated with ground water during the 2005 irrigation season. If a crop can be produced on the Irrigated Parcel without the aid of irrigation, I reserve the right to cultivate and raise such a crop in 2005.

5. The Irrigated Parcel is more particularly described as follows:

<table>
<thead>
<tr>
<th>Twp</th>
<th>Range</th>
<th>Sec.</th>
<th>NE1/4</th>
<th>NW1/4</th>
<th>SW1/4</th>
<th>SE1/4</th>
<th>Totals</th>
</tr>
</thead>
<tbody>
<tr>
<td>08S</td>
<td>15E</td>
<td>33</td>
<td>40</td>
<td>37</td>
<td>40</td>
<td>40</td>
<td>112</td>
</tr>
<tr>
<td>08S</td>
<td>15E</td>
<td>04</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>08S</td>
<td>15E</td>
<td>33</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total acres not irrigated with ground water in 2005 28.2

6. The ground water right(s) used to irrigate the Irrigated Parcel is/are as follows:

Southview Dairy by MIKE Fulk, P.0.A.
Print name

Signature
COMMITMENT TO CURTAIL PUMPING
WATER DISTRICT 130

2005 Irrigation Season

1. [Signature] hereby certify and attest as follows:

1. I am the owner (or authorized agent having control) of the ground water-irrigated land in Water District 130 described below (the "Irrigated Parcel").

2. In response to recent orders issued by the Director, Idaho Department of Water Resources ("Director"), and with the intent to participate in the [circle one] North Snake/Magic Valley Ground Water District's mitigation or water replacement plan, I am voluntarily curtailing all ground water pumping to serve the Irrigated Parcel during the 2005 irrigation season. I will cooperate with the water master for Water District 130 to provide any necessary assurance that the Irrigated Parcel will not be irrigated with ground water in 2005.

3. The Irrigated Parcel was irrigated in 2004, or was not irrigated in 2004 due to voluntary curtailment in conformance with the interim mitigation or water replacement arrangements embodied in the March 15, 2004 Interim Agreement between the State of Idaho, ground water districts, and certain spring users.

4. Pursuant to this Commitment to Curtail Pumping, the Irrigated Parcel will not be irrigated with ground water during the 2005 irrigation season. If a crop can be produced on the Irrigated Parcel without the aid of irrigation, I reserve the right to cultivate and raise such a crop in 2005.

5. The Irrigated Parcel is more particularly described as follows:

<table>
<thead>
<tr>
<th>Twp</th>
<th>Rge</th>
<th>Sec.</th>
<th>NE ¼</th>
<th>NW ¼</th>
<th>SW ¼</th>
<th>SE ¼</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total acres not irrigated with ground water in 2005 18

6. The ground water right(s) used to irrigate the Irrigated Parcel is/are as follows:

[Signature]

Print name

[Signature]

Signature
COMMITMENT TO CURTAIL PUMPING  
WATER DISTRICT 130  

2005 Irrigation Season  

[Print name] hereby certify and attest as follows:  

1. I am the owner (or authorized agent having control) of the ground water-irrigated land in Water District 130 described below (the "Irrigated Parcel").  

2. In response to recent orders issued by the Director, Idaho Department of Water Resources ("Director"), and with the intent to participate in the [circle one] North Snake/Magic Valley Ground Water District's mitigation or water replacement plan, I am voluntarily curtailing all ground water pumping to serve the Irrigated Parcel during the 2005 irrigation season. I will cooperate with the watermaster for Water District 130 to provide any necessary assurance that the Irrigated Parcel will not be irrigated with ground water in 2005.  

3. The Irrigated Parcel was irrigated in 2004, or was not irrigated in 2004 due to voluntary curtailment in conformance with the interim mitigation or water replacement arrangements embodied in the March 15, 2004 Interim Agreement between the State of Idaho, ground water districts, and certain spring users.  

4. Pursuant to this Commitment to Curtail Pumping, the Irrigated Parcel will not be irrigated with ground water during the 2005 irrigation season. If a crop can be produced on the Irrigated Parcel without the aid of irrigation, I reserve the right to cultivate and raise such a crop in 2005.  

5. The Irrigated Parcel is more particularly described as follows:  

<table>
<thead>
<tr>
<th>Twp</th>
<th>Rge</th>
<th>Sec.</th>
<th>NE¼</th>
<th>NW¼</th>
<th>SE¼</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total acres not irrigated with ground water in 2005  

6. The ground water right(s) used to irrigate the Irrigated Parcel is/are as follows:  

[Signature]  

Print name