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BEFORE THE DEPARTMENT OF WATER RESOURCES

OF THE STATE OF IDAHO

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	CM-DC-2010-001 **COALITION OF CITIES, CITY OF IDAHO FALLS, AND CITY OF POCATELLO JOINT MITIGATION PLAN**
IN THE MATTER OF THE JOINT MITIGATION PLAN FILED BY THE COALITION OF CITIES, THE CITY OF	CM-MP-2019-001

IDAHO FALLS, AND THE CITY POCATELLO IN RESPONSE TO THE SURFACE WATER COALITION DELIVERY CALL

COME NOW the cities of Bliss, Burley, Carey, Declo, Dietrich, Gooding, Hazelton, Heyburn, Jerome, Paul, Richfield, Rupert, Shoshone and Wendell (collectively referred to herein as "Coalition of Cities"), the City of Idaho Falls, and City of Pocatello (collectively referred to herein as "Cities") by and through their counsels and, pursuant to Rule 43 of the Idaho Department of Water Resources' ("IDWR") *Rules for Conjunctive Management of Surface and Ground Water Resources*, IDAPA 37.03.11 ("CM Rules"), hereby submit this *Joint Stipulated Mitigation Plan* ("Mitigation Plan" or "Plan") in response to the Surface Water Coalition ("SWC") delivery call.[1] This Mitigation Plan is filed consistent with CM Rule 43.03.o and is supported by the attached *Settlement Agreement ("Agreement") Between The Surface Water Coalition, Participating Members of the Idaho Ground Water Appropriators, Inc. and Signatory Cities* ("Agreement").

I. COALITION OF CITIES, CITY OF IDAHO FALLS, AND CITY OF POCATELLO JOINT MITIGATION PLAN

The Cities have individually and collectively filed four CM Rule 43 mitigation plans, CM-MP-2015-001, CM-MP-2015-004, CM-MP-2015-005, CM-MP-2016-001, to satisfy their mitigation obligations in response to the SWC delivery call, CM-DC-2010-001. This Joint Mitigation Plan replaces the previously filed plans and in accordance with its terms resolves the Cities' collective mitigation obligation under the SWC delivery call. To that end, the Cities present the following information in support of this Mitigation Plan.

[1] The Surface Water Coalition is made up of A&B Irrigation District, American Falls Reservoir District No. 2, Burley Irrigation District, Milner Irrigation District, Minidoka Irrigation District, Northside Canal Company, and Twin Falls Canal Company.

A. Name and Address of Applicants to Receive Mitigation Benefits

The Cities referenced above are the applicants to receive mitigation benefits. CM Rule 43.01.a. As established in the Agreement, and as will be discussed below in Part B, other cities that pump ground water from the ESPA may receive the benefit of this Mitigation Plan upon notification to IDWR. *See also* CM Rule 43.03.m. All correspondence regarding this Joint Mitigation Plan should be sent to:

Candice McHugh & Chris Bromley
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380 South 4th Street, Suite 103
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(208) 287-0991

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(208) 523-0620

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2701 Lawrence St, Ste. 113
Denver, CO 80205
(720) 279-7868

B. Identification of Water Rights to Receive the Benefit of the Mitigation Plan

It is the Cities' intention to mitigate, through this Joint Mitigation Plan, the impacts from pumping its junior-priority ground water rights that are found to be causing material injury to the senior-priority natural flow, storage, and reasonable carryover held by the SWC, as determined by the Director in the SWC delivery call, CM-DC-2010-001. CM Rule 43.01.b. The terms of mitigation are specified in the attached Agreement. As established in the Agreement, other cities that pump ground water from the ESPA may receive the benefit of this Mitigation Plan upon notification. *See also* CM Rule 43.03.m. A notice of participation will be filed with IDWR by

the above-captioned Cities identifying those cities who pump ground water from the ESPA and who seek to receive the benefit of mitigation.

C. Summary Description of the Mitigation Plan

The nature and extent of the Cities' mitigation obligation and the means by which the Cities will provide this mitigation amount are provided for in Paragraph II to the attached Agreement. The Cities' reporting requirements are provided for in Paragraph III to the attached Agreement. CM Rule 43.01.c.

D. Term of the Mitigation Plan

The term of this Mitigation Plan shall be until the average annual ESPA pumping of the cities referenced in the Agreement reaches 120,000 acre-feet per year as determined by a five-year rolling average, or December 31, 2053, whichever is earlier, as provided for in Paragraph IX to the attached Agreement. CM Rule 43.01.d.

E. Stipulated Mitigation Plan

This Plan is being submitted to the Director as a stipulated mitigation plan, consistent with CM Rule 43.03.o, and as explained in Paragraph VI to the attached Agreement. According to CM Rule 43.03.o, the Director, "in determining whether a proposed mitigation plan will prevent injury to senior rights include, but are not limited to, the following: . . . [w]hether the petitioners and respondents have entered into an agreement or an acceptable mitigation plan even though such plan may not otherwise be fully in compliance with these provisions." CM Rule 43.03.o.

To the extent the Director finds the SWC to suffer material injury under the Methodology provided for in CM-DC-2010-001, and as expressed in Paragraph VI to the attached Agreement, the SWC, as well as the participating members of the Idaho Ground Water Appropriators, Inc.

("IGWA"), stipulate to the Joint Mitigation Plan with the Cities, agreeing that the Plan shall be deemed to fully mitigate all impacts caused by the Cities' out-of-priority ground water pumping in CM-DC-2010-001 for the term of the mitigation plan. Counsel for the Cities has communicated with counsel for IGWA and SWC as to the filing of this Joint Mitigation Plan and can represent IGWA and SWC's support.

II. REQUEST FOR RELIEF

The Cities of Bliss, Burley, Carey, Declo, Dietrich, Gooding, Hazelton, Heyburn, Jerome, Paul, Richfield, Rupert, Shoshone, and Wendell, the City of Idaho Falls, and the City of Pocatello hereby request that the Director issue a final order approving this Mitigation Plan.

RESPECTFULLY SUBMITTED.

DATED this 25th day of February, 2019.

MCHUGH BROMLEY, PLLC

CHRIS M. BROMLEY
Attorneys for the Cities of Bliss, Burley, Carey, Declo, Dietrich, Gooding, Hazelton, Heyburn, Jerome, Paul, Richfield, Rupert, Shoshone, and Wendell

HOLDEN, KIDWELL, HAHN & CRAPO, PLLC

Robert L. Harris
Attorneys for the City of Idaho Falls

SOMACH SIMMONS & DUNN

Sarah A. Klahn
Attorneys for the City of Pocatello

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 25th day of February, 2019, I served a true and correct copy of the foregoing document on the person(s) whose names and addresses appear below by the method indicated:

Director Gary Spackman IDAHO DEPARTMENT OF WATER RESOURCES PO Box 83720 Boise, ID 83720	☐ US Mail, Postage Paid ☐ Facsimile ☒ Hand-Delivered ☐ Electronic Mail
Deputy Attorney General Attn: Garrick L. Baxter IDAHO DEPARTMENT OF WATER RESOURCES PO Box 83720 Boise, ID 83720-0098 Fax: 208-287-6700 garrick.baxter@idwr.idaho.gov	☐ US Mail, Postage Paid ☐ Facsimile ☐ Hand-Delivered ☒ Electronic Mail
John K. Simpson Travis L. Thompson Barker Rosholt & Simpson, LLP 1010 Jefferson St., Ste. 102 P.O. Box 2139 Boise, ID 83701-2139 jks@idahowaters.com tlt@idahowaters.com	☐ US Mail, Postage Paid ☐ Facsimile ☐ Hand-Delivered ☒ Electronic Mail
W. Kent Fletcher Fletcher Law Office PO Box 248 Burley, ID 83318 wkf@pmt.org	☐ US Mail, Postage Paid ☐ Facsimile ☐ Hand-Delivered ☒ Electronic Mail
Randy Budge TJ Budge Racine Olson, PLLP 201 E. Center St. PO Box 1391 Pocatello, ID 83204-1391 rcb@racinelaw.net tjb@racinelaw.net	☐ US Mail, Postage Paid ☐ Facsimile ☐ Hand-Delivered ☒ Electronic Mail
Sarah Klahn Somach Simmons & Dunn 2701 Lawrence St, Ste. 113 Denver, CO 80205 sklahn@somachlaw.com	☐ US Mail, Postage Paid ☐ Facsimile ☐ Hand-Delivered ☒ Electronic Mail

Robert L. Harris Holden, Kidwell, Hahn & Crapo, PLLC PO Box 50130 1000 Riverwalk Dr., Ste. 200 Idaho Falls, ID 83405 rharris@holdenlegal.com	☐ US Mail, Postage Paid ☐ Facsimile ☐ Hand-Delivered ☒ Electronic Mail

CHRIS M. BROMLEY

EXHIBIT 1

Settlement Agreement ("Agreement") Between The Surface Water Coalition, Participating Members of the Idaho Ground Water Appropriators, Inc. and Signatory Cities

SETTLEMENT AGREEMENT ("AGREEMENT") BETWEEN THE SURFACE WATER COALITION[1], PARTICIPATING MEMBERS OF IDAHO GROUND WATER APPROPRIATORS, INC.[2], AND SIGNATORY CITIES[3]

WHEREAS, Idaho water rights are constitutional property rights defined by the prior appropriation doctrine; and

WHEREAS, the Idaho Department of Water Resources ("IDWR") administers ground water and surface water rights under the prior appropriation doctrine, the Conjunctive Management Rules ("CM Rules"; IDAPA 37.03.11 et seq.), statutes, and decisional law; and

WHEREAS, the SWC owns surface water rights for irrigation purposes; and

WHEREAS, IGWA's members own ground water rights for irrigation and other purposes; and

WHEREAS, IGWA owns spring water rights for fish propagation; and

WHEREAS, the Cities own municipal ground water rights, some of which are junior to water rights owned by the SWC or IGWA; and

WHEREAS, the SWC filed a delivery call in 2005 with IDWR under the CM Rules; and

WHEREAS, ground water rights of the Cities and IGWA members have been subject to IDWR administration, including curtailment, as a result of the SWC delivery call; and

WHEREAS, in the Rangen, Inc. delivery call as part of assessing an individual city's mitigation obligation, IDWR determined the amount of a city's pumping that was junior to the curtailment date, if any, based on the city's 5-year average annual pumping volume less the

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1 The Surface Water Coalition ("SWC") consists of A&B Irrigation District, American Falls Reservoir District No. 2, Burley Irrigation District, Milner Irrigation District, Minidoka Irrigation District, North Side Canal Company, and Twin Falls Canal Company.

2 The participating members of Idaho Ground Water Appropriators, Inc. are Aberdeen-American Ground Water District, Bingham Ground Water District, Bonneville-Jefferson Ground Water District, Carey Valley Ground Water District, Henry's Fork Ground Water District, Jefferson-Clark Ground Water District, Madison Ground Water District, Magic Valley Ground Water District, North Snake Ground Water District, and Southwest Irrigation District. The acronym "IGWA" is used in this Agreement to refer to all of these Districts collectively.

3 The cities of Bliss, Burley, Carey, Declo, Dietrich, Gooding, Hazelton, Heyburn, Idaho Falls, Jerome, Paul, Pocatello, Richfield, Rupert, Shoshone, and Wendell are referred to in this Agreement individually as a "Signatory City" and collectively as the "Signatory Cities." The Signatory Cities and additional cities who participate in this Agreement in the future, pursuant to section I.B, are referred to herein individually as a "City" and collectively as the "Cities." The SWC, IGWA, and Signatory Cities are referred to herein individually at "Party" and collectively as the "Parties."

maximum annual diversion volume authorized by the city's water rights that were senior to the curtailment date[4]; and

WHEREAS, pursuant to Idaho Code § 42-233(b) IDWR designated the Eastern Snake Plain Aquifer ("ESPA")[5] as a Ground Water Management Area ("GWMA") on November 2, 2016—the largest GWMA established to date; and

WHEREAS, the Cities perceive substantial uncertainty regarding IDWR's administration of municipal water rights in the ESPA-GWMA; and

WHEREAS, IGWA and the SWC entered into a settlement agreement on June 30, 2015, to mitigate the obligations of IGWA members under the SWC delivery call. This agreement was the subject of addenda on October 19, 2015, and December 14, 2016, and was approved by the Director of IDWR as a CM Rule 43 mitigation plan ("CM Rule 43 Plan") on May 9, 2017. Collectively these documents are referred to herein as the "IGWA-SWC Settlement Agreement"; and

WHEREAS, the Cities are not parties to the IGWA-SWC Settlement Agreement; and

WHEREAS, the Cities desire to implement a long-term resolution to mitigation obligations under both the SWC Delivery Call and the ESPA-GWMA that allows for cities to continue to grow and develop and use additional water;

NOW THEREFORE, in settlement of litigation involving the distribution of water to the members of the SWC and the establishment of the ESPA-GWMA pursuant to Idaho Code § 42-233b, the Parties agree as follows:

I. CITIES OBLIGATED UNDER THIS AGREEMENT:

A. The cities of Bliss, Burley, Carey, Declo, Dietrich, Gooding, Hazelton, Heyburn, Idaho Falls, Jerome, Paul, Pocatello, Richfield, Rupert, Shoshone, and Wendell ("Signatory Cities") are obligated to satisfy the terms of this Agreement. In the Signatory Cities' sole discretion, they shall determine the proper distribution of this Agreement's obligations among themselves.

B. Additional cities that divert water from the ESPA may participate in this Agreement upon written notice to IDWR and the Parties. Such notice must be

[4] Memorandum from Jennifer Sukow, P.E., P.G. to Director Gary Spackman, *Technical Review of Coalition of Cities' Second Mitigation Plan*, January 2015. *Available at* https://idwr.idaho.gov/files/legal/CM-MP-2014-007/CM-MP-2014-007-20150123-Staff-Memo-Cities-2nd.pdf (last visited August 28, 2018).

[5] For purposes of this Agreement the ESPA is the aquifer as designated by the IDWR Director's November 2, 2016 ESPA- GWMA Order.

given by January 15 for a city to participate in a given year. These cities are referred to herein individually as a "Participating City" and collectively as the "Participating Cities". The Signatory Cities at their sole discretion shall establish the terms by which any Participating City, may participate in the obligations of the Signatory Cities under this Agreement.

II. SIGNATORY CITIES' MITIGATION OBLIGATION:

A. Initial Mitigation Obligation: The Signatory Cities will collectively supply average annual mitigation water in the amount of 7,650 acre-feet per year ("AF/y"), with a minimum requirement to supply 1,000 AF/y, commencing January 1, 2019, with compliance as set forth in section II.C.

1. All mitigation water will be used for aquifer enhancement projects on the ESPA unless the Parties agree otherwise in writing.

2. The following activities will count 1:1 towards meeting the Signatory Cities' mitigation obligations:

   a. Delivery of water to the Idaho Water Resource Board ("IWRB") for managed aquifer recharge of the ESPA;

   b. Managed aquifer recharge of the ESPA accomplished by entities other than IWRB provided: (1) a minimum of 50% of the volume is recharged east of the Great Rift; (2) the recharge occurs at any of the sites identified in Table 12 of the McVay Report[6] or any other recharge site having an average minimum simulated retention period greater than or equal to 17.5% after five years consistent with analysis methods in the McVay Report; and (3) the water to be recharged pursuant to this subsection would not otherwise incidentally recharge the ESPA, excluding municipal wastewater;

   c. Ground water to surface water conversions within the boundaries of the ESPA;

   d. Temporary or permanent dry up (i.e. retirement) of irrigated lands within the boundaries of the ESPA; or

   e. Other activities agreed to by the Parties.

3. The Signatory Cities' decisions regarding aquifer enhancement activities described in section II.A.2 is in their sole discretion.

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[6] Michael McVay, P.E., P.G., *Incorporating Recharge Limitation into the Prioritization of Aquifer Recharge Sites Based on Hydrologic Benefits Using ESPAM 2.1*, November 2015.

4. Aquifer enhancement activities performed by the Signatory Cities under this Agreement shall be in addition to aquifer enhancement activities performed by IGWA under the IGWA-SWC Settlement Agreement or by the IWRB under Idaho Senate Concurrent Resolution no. 136 (2016).

B. Changes in Mitigation Obligation:

1. In the event IGWA's required annual mitigation obligation as set forth in paragraph 3.a.i of the IGWA-SWC Settlement Agreement equals or exceeds 340,000 AF/y and the goals as set forth in paragraph 3.e. of the IGWA-SWC Settlement Agreement are not met, the Signatory Cities' collective annual mitigation obligation will increase from 7,650 AF/y to 9,640 AF/y commencing January 1 following notice of the increase.

2. In the event IGWA's annual mitigation obligation equals or exceeds 340,000 AF/y, but then is subsequently reduced below 340,000 AF/y, the Signatory Cities' annual mitigation obligation will be reduced back down to 7,650 AF/y commencing on January 1 following notice of the decrease.

C. Compliance with Average Annual Mitigation Obligation: The Cities will be judged to be in compliance with the mitigation requirement set forth herein so long as the five-year rolling average mitigation volume computed each year equals or exceeds the average annual Mitigation Obligation. The Cities will commence reporting under section III beginning in 2020 but compliance with the average annual mitigation obligation will first be assessed in 2024 for the period 2019-2023. Thereafter, compliance with the average annual mitigation obligation will be assessed annually.

D. Costs of activities: The Signatory Cities will pay for all costs (i.e., wheeling fees) related to aquifer enhancement projects and recharge.

III. REPORTING AND INFORMATION SHARING:

A. Prior to April 1 of each year, the Signatory Cities will compile and share with IGWA, the SWC and IDWR an annual report that includes: (1) the volume of ground water diverted by each City individually and the Cities collectively in each of the prior five calendar years, (2) the average annual volume of ground water diverted by the Cities collectively during the prior five calendar years, (3) a description of the mitigation activities accomplished by the Cities during the prior calendar year, (4) the volume of mitigation water provided by the Cities in each of the prior five calendar years, (5) the average annual volume of mitigation water provided by the Cities during the prior five calendar years, and (6) anticipated mitigation activities to be undertaken by the Cities during the current year.

B. The Parties will request that IDWR analyze the data contained in the Signatory Cities' annual report to confirm the accuracy of the data. IDWR's analysis shall be provided to the Parties no later than July 1 following the Signatory Cities' April 1 submittal of the annual report.

C. For purposes of sharing of information and coordinating aquifer enhancement activities, IGWA and SWC agree to: (1) deliver to the Signatory Cities the IGWA April 1 report required under the Second Addendum to the IGWA-SWC Settlement Agreement ("Report"); (2) deliver IDWR's review of the Report to the Cities; (3) upon request of any Party, host a meeting to discuss implementation of this Agreement; and (4) invite the Signatory Cities to attend any Steering Committee meeting that discusses increasing IGWA's mitigation obligation to equal or exceed 340,000 AF/y.

IV. INCORPORATION INTO ESPA GROUND WATER MANAGEMENT PLAN:

A. The Signatory Cities will withdraw their opposition to the ESPA-GWMA Order that is subject to a contested case before IDWR (Docket No. AA-GWMA-2016-001), provided, however, that all Parties may remain as parties to the contested case to monitor the proceedings and participate as necessary.

B. At such time as IDWR undertakes to develop a ground water management plan for the ESPA-GWMA, the mitigation obligations set forth in section II of this Agreement will be submitted to IDWR for approval as a ground water management plan for the Cities. The Parties agree to support a ground water management plan that incorporates such obligations.

1. If the ground water management plan imposes mitigation obligations that are materially greater or more burdensome than the obligations set forth in section II of this Agreement, section IV of this Agreement shall be of no force and effect and the cities reserve all right to challenge the ESPA-GWMA ground water management plan.

C. At such time as IDWR undertakes to develop a ground water management plan for the ESPA-GWMA, the mitigation obligations set forth in the IGWA-SWC Settlement Agreement will be submitted to IDWR for approval as a ground water management plan for IGWA members. The Parties agree to support a ground water management plan that incorporates such obligations.

D. In the event a ground water management plan is not implemented for the ESPA-GWMA or the ESPA-GWMA is dissolved for any reason, such action or inaction shall have no effect upon this Agreement as an approved CM Rule 43 Plan for the SWC delivery call proceeding.

V. SAFE HARBOR FROM IGWA SPRING RIGHTS:

A. During the term of this Agreement, IGWA agrees to not assert a delivery call requesting priority administration against any City based on any of IGWA's spring water rights so long as the Signatory Cities are in compliance with the mitigation obligations set forth in section II of this Agreement.

VI. CM RULE 43 MITIGATION PLAN:

A. This Agreement will be submitted to IDWR for approval, and will be supported by IGWA and the SWC, as a CM Rule 43 Plan in the SWC delivery call proceedings.

B In the event this Agreement is not approved as a CM Rule 43 Plan in the SWC delivery call proceedings, this Agreement shall be of no further effect unless the Parties agree otherwise.

VII. EFFECT ON GROUND WATER DISTRICT ASSESMENTS:

A. This Agreement does not waive, cancel, or otherwise affect assessment obligations of any City that belongs to an IGWA ground water district with respect to existing mitigation plans and activities in the Thousand Springs area.

B. Upon IDWR's approval of this Agreement as a CM Rule 43 Plan, Cities that are members of an IGWA ground water district or that participate in mitigation activities of an IGWA ground water district by contract under Idaho Code § 42-5259 shall have the right to be relieved from future monetary assessments associated with the SWC delivery call while this Agreement is in effect. Each City that desires to be relieved from such assessments shall, if the City is a member of the district, file a petition under Idaho Code § 42-5251, or shall, if the City has contracted with the district, file a written request with the district, to be excluded from the district for all purposes except for existing mitigation plans and activities in the Thousand Springs area, and the board of directors of such district will grant the petition or request. Any City may file such petition in advance of IDWR approval of this Agreement as a CM Rule 43 Plan, with such City's exclusion conditional upon IDWR approval of this Agreement as a CM Rule 43 Plan.

C. This section VII does not otherwise affect any rights available to Cities under Chapter 52, Title 42, Idaho Code, including but not limited to the right to petition a ground water district to be excluded from existing mitigation plans and activities in the Thousand Springs area, which will be considered by the board of directors of such district on a case by case basis.

VIII. LEGISLATION AND SUPPORT FOR STATE-SPONSORED RECHARGE:

A. Upon execution, the Parties shall provide this Agreement to Idaho's Senate Resources and Environment Committee. The Parties agree to use their best efforts to seek passage of a Senate Concurrent Resolution to approve this Agreement, similar to *Senate Concurrent Resolution 135* (2016).

B. The Signatory Cities agree to support continued funding of state-sponsored managed aquifer recharge of the ESPA.

IX. TERM:

A. The term of this Agreement shall be until the average annual ESPA pumping of the Cities reaches 120,000 AF/y as determined by a five-year rolling average, or December 31, 2053, whichever is earlier.

B. This Agreement does not constitute a multi-year unconditional payment obligation. In the event it is determined that this Agreement does constitute a multi-year unconditional payment obligation, then the Parties agree to add additional language to this Agreement in accordance with State law.

X. DISPUTE RESOLUTION:

A. Written notice of a dispute arising from or relating to this Agreement, or any alleged breach thereof, shall be provided to all Parties. The Parties shall thereafter attempt to resolve the matter within thirty (30) days of receiving written notice of the dispute through negotiations between the Parties. If the dispute is not resolved through negotiations, the Parties will attempt to resolve the dispute through non-binding mediation with the use of a mediator mutually agreed to by the Parties before resorting to litigation. If the Parties cannot agree to a mediator, the Director of IDWR shall appoint the mediator.

In the event the Parties cannot resolve their dispute via mediation, any one of them may seek judicial relief in district court to seek resolution of the dispute. The provision of this remedy shall not excuse the Parties from participating in good faith negotiations and mediation as set forth above.

XI. GENERAL PROVISIONS:

A. Entire Agreement. This Agreement sets forth all understandings between the Parties with respect to the subject matter hereof. There are no understandings, covenants, promises, agreements, or conditions, either oral or written between the Parties other than those contained herein.

B. Binding Date; Effective Date. This Agreement shall be binding upon and inure to the benefit of the Parties and their successors and assigns, and shall be effective when it is signed by all of the Parties.

C. Reservation of Rights. The Parties expressly reserve all rights not modified by this Agreement. In the event this Agreement is terminated, all rights modified by the Agreement will revert to their original condition.

D. Headings. Headings appearing in this Agreement are inserted for convenience and reference and shall not be construed as interpretations of the text.

E. Amendment. This Agreement may be amended at any time in writing signed by all Parties.

F. Waiver. No term of this Agreement shall be deemed waived and no performance shall be excused hereunder unless prior waiver or consent shall be given in writing signed by the Party against whom it is sought to be enforced. Any waiver of any default by any Party shall not constitute a waiver of the same or different default on a separate occasion.

G. Counterparts. This Agreement may be executed in counterparts which, when taken together, shall constitute one and the same agreement.

H. Electronic signatures. Signatures to this Agreement transmitted by facsimile or email shall be valid and effective to bind the Party so signing.

[End of Agreement; Signatures Below]

PARTICIPATING MEMBERS OF IDAHO GROUND WATER APPROPRIATORS, INC.

ABERDEEN-AMERICAN FALLS GROUND WATER DISTRICT

Nick Behrend, Chairman — Date: 9-13-18

BINGHAM GROUND WATER DISTRICT

Craig Evans, Chairman — Date: 11-20-18

BONNEVILLE-JEFFERSON GROUND WATER DISTRICT

Carl Taylor, Chairman — Date: 11/21/18

CAREY VALLEY GROUND WATER DISTRICT

Leta Hansen, Chairman — Date: 12/5/18

JEFFERSON CLARK GROUND WATER DISTRICT

Kirk Jacobs, Chairman — Date: 11/21/18

HENRY'S FORK GROUND WATER DISTRICT

Jeff Raybould, Chairman — Date: 11-21-18

MADISON GROUND WATER DISTRICT

Jason Webster, Chairman — Date: 11-20-18

MAGIC VALLEY GROUND WATER DISTRICT

Dean Stevenson, Chairman — Date: 9/12/18

NORTH SNAKE GROUND WATER DISTRICT

Lynn Carlquist, Chairman — Date: 11/20/18

SOUTHWEST IRRIGATION DISTRICT

Randy Brown, Chairman / by Craig E. Searle Sec. — Date: 11/20/18

AMERICAN FALLS RESERVOIR DISTRICT NO. 2

Ellis Gooch 9-11-18

Ellis Gooch Date
Chairman

A&B IRRIGATION DISTRICT

9-10-18

Harold Mohlman Date
Chairman

BURLEY IRRIGATION DISTRICT

Dean Edgar Oct 9, 2018

Dean Edgar Date
Chairman

MILNER IRRIGATION DISTRICT

Scott Breeding 9/11/18

Scott Breeding Date
Chairman

MINIDOKA IRRIGATION DISTRICT

Ron Kowitz 9-11-18

Ron Kowitz Date
Chairman

NORTH SIDE CANAL COMPANY

John Beukers 9-20-18

John Beukers Date
Chairman

TWIN FALLS CANAL COMPANY

Roger Blass 10/9/18

Roger Blass Date
Chairman

SIGNATORY CITIES

Chris Pruett 11-14-18

CITY OF BLISS Date

CITY OF IDAHO FALLS Date

CITY OF BURLEY Date

CITY OF JEROME Date

CITY OF CAREY Date

CITY OF PAUL Date

CITY OF DECLO Date

CITY OF POCATELLO Date

CITY OF DIETRICH Date

CITY OF RICHFIELD Date

CITY OF BLISS Date

CITY OF RUPERT Date

CITY OF GOODING Date

CITY OF SHOSHONE Date

CITY OF HAZELTON Date

CITY OF WENDELL Date

CITY OF HEYBURN Date

SIGNATORY CITIES

CITY OF BLISS	Date	CITY OF IDAHO FALLS	Date
CITY OF BURLEY	12/18/18 Date	CITY OF JEROME	Date
CITY OF CAREY	Date	CITY OF PAUL	Date
CITY OF DECLO	Date	CITY OF POCATELLO	Date
CITY OF DIETRICH	Date	CITY OF RICHFIELD	Date
CITY OF BLISS	Date	CITY OF RUPERT	Date
CITY OF GOODING	Date	CITY OF SHOSHONE	Date
CITY OF HAZELTON	Date	CITY OF WENDELL	Date
CITY OF HEYBURN	Date		

SIGNATORY CITIES

CITY OF BLISS	Date	CITY OF IDAHO FALLS	Date
CITY OF BURLEY	Date	CITY OF JEROME	Date
CITY OF CAREY	11/20/18 Date	CITY OF PAUL	Date
CITY OF DECLO	Date	CITY OF POCATELLO	Date
CITY OF DIETRICH	Date	CITY OF RICHFIELD	Date
CITY OF BLISS	Date	CITY OF RUPERT	Date
CITY OF GOODING	Date	CITY OF SHOSHONE	Date
CITY OF HAZELTON	Date	CITY OF WENDELL	Date
CITY OF HEYBURN	Date		

SIGNATORY CITIES

CITY OF BLISS	Date	CITY OF IDAHO FALLS	Date
CITY OF BURLEY	Date	CITY OF JEROME	Date
CITY OF CAREY	Date	CITY OF PAUL	Date
CITY OF DECLO	Date	CITY OF POCATELLO	Date
CITY OF DIETRICH	Date	CITY OF RICHFIELD	Date
CITY OF BLISS	Date	CITY OF RUPERT	Date
CITY OF GOODING	Date	CITY OF SHOSHONE	Date
CITY OF HAZELTON	Date	CITY OF WENDELL	Date
CITY OF HEYBURN	Date		

Dan Hopkins 11-12-2018

SIGNATORY CITIES

CITY OF BLISS	Date	CITY OF IDAHO FALLS	Date
CITY OF BURLEY	Date	CITY OF JEROME	Date
CITY OF CAREY	Date	CITY OF PAUL	Date
CITY OF DECLO	Date	CITY OF POCATELLO	Date
CITY OF DIETRICH	Date	CITY OF RICHFIELD	Date
CITY OF BLISS	Date	CITY OF RUPERT	Date
CITY OF GOODING	Date	CITY OF SHOSHONE	Date
CITY OF HAZELTON	Date	CITY OF WENDELL	Date
CITY OF HEYBURN	Date		

Mayor 12-20-2018

SIGNATORY CITIES

CITY OF BLISS	Date	CITY OF IDAHO FALLS	Date
CITY OF BURLEY	Date	CITY OF JEROME	Date
CITY OF CAREY	Date	CITY OF PAUL	Date
CITY OF DECLO	Date	CITY OF POCATELLO	Date
CITY OF DIETRICH	Date	CITY OF RICHFIELD	Date
CITY OF BLISS	Date	CITY OF RUPERT	Date
CITY OF GOODING	Date	CITY OF SHOSHONE	Date
CITY OF HAZELTON	Date	CITY OF WENDELL	Date
CITY OF HEYBURN	Date		

SIGNATORY CITIES

CITY OF BLISS	Date	CITY OF IDAHO FALLS	Date
CITY OF BURLEY	Date	CITY OF JEROME	Date
CITY OF CAREY	Date	CITY OF PAUL	Date
CITY OF DECLO	Date	CITY OF POCATELLO	Date
CITY OF DIETRICH	Date	CITY OF RICHFIELD	Date
CITY OF BLISS	Date	CITY OF RUPERT	Date
CITY OF GOODING	Date	CITY OF SHOSHONE	Date
Jason Wethern CITY OF HAZELTON	1/8/19 Date	CITY OF WENDELL	Date
CITY OF HEYBURN	Date		

SIGNATORY CITIES

CITY OF BLISS	Date	CITY OF IDAHO FALLS	Date
CITY OF BURLEY	Date	CITY OF JEROME	Date
CITY OF CAREY	Date	CITY OF PAUL	Date
CITY OF DECLO	Date	CITY OF POCATELLO	Date
CITY OF DIETRICH	Date	CITY OF RICHFIELD	Date
CITY OF BLISS	Date	CITY OF RUPERT	Date
CITY OF GOODING	Date	CITY OF SHOSHONE	Date
CITY OF HAZELTON	Date	CITY OF WENDELL	Date

Clare Gallegos 11/28/18

CITY OF HEYBURN Date

SIGNATORY CITIES

CITY OF BLISS	Date	CITY OF IDAHO FALLS	Date
CITY OF BURLEY	Date	CITY OF JEROME	Date
CITY OF CAREY	Date	CITY OF PAUL	Date
CITY OF DECLO	Date	CITY OF POCATELLO	Date
CITY OF DIETRICH	Date	CITY OF RICHFIELD	Date
CITY OF BLISS	Date	CITY OF RUPERT	Date
CITY OF GOODING	Date	CITY OF SHOSHONE	Date
CITY OF HAZELTON	Date	CITY OF WENDELL	Date
CITY OF HEYBURN	Date		

SIGNATORY CITIES

CITY OF BLISS	Date	CITY OF IDAHO FALLS	Date
CITY OF BURLEY	Date	David M. Davis 12/12/18 CITY OF JEROME	Date
CITY OF CAREY	Date	CITY OF PAUL	Date
CITY OF DECLO	Date	CITY OF POCATELLO	Date
CITY OF DIETRICH	Date	CITY OF RICHFIELD	Date
CITY OF BLISS	Date	CITY OF RUPERT	Date
CITY OF GOODING	Date	CITY OF SHOSHONE	Date
CITY OF HAZELTON	Date	CITY OF WENDELL	Date
CITY OF HEYBURN	Date		

SIGNATORY CITIES

CITY OF BLISS	Date	CITY OF IDAHO FALLS	Date
CITY OF BURLEY	Date	CITY OF JEROME	Date
CITY OF CAREY	Date	CITY OF PAUL	10/16/18 Date
CITY OF DECLO	Date	CITY OF POCATELLO	Date
CITY OF DIETRICH	Date	CITY OF RICHFIELD	Date
CITY OF BLISS	Date	CITY OF RUPERT	Date
CITY OF GOODING	Date	CITY OF SHOSHONE	Date
CITY OF HAZELTON	Date	CITY OF WENDELL	Date
CITY OF HEYBURN	Date		

SIGNATORY CITIES

CITY OF BLISS	Date	CITY OF IDAHO FALLS	Date
CITY OF BURLEY	Date	CITY OF JEROME	Date
CITY OF CAREY	Date	CITY OF PAUL	Date
CITY OF DECLO	Date	CITY OF POCATELLO Brian C. Blad, Mayor	10/4/18 Date
CITY OF DIETRICH	Date	CITY OF RICHFIELD	Date
CITY OF BLISS	Date	CITY OF RUPERT	Date
CITY OF GOODING	Date	CITY OF SHOSHONE	Date
CITY OF HAZELTON	Date	CITY OF WENDELL	Date
CITY OF HEYBURN	Date		

SIGNATORY CITIES

CITY OF BLISS	Date	CITY OF IDAHO FALLS	Date
CITY OF BURLEY	Date	CITY OF JEROME	Date
CITY OF CAREY	Date	CITY OF PAUL	Date
CITY OF DECLO	Date	CITY OF POCATELLO	Date
CITY OF DIETRICH	Date	Charles E Butcher 11-12-2018 CITY OF RICHFIELD	Date
CITY OF BLISS	Date	CITY OF RUPERT	Date
CITY OF GOODING	Date	CITY OF SHOSHONE	Date
CITY OF HAZELTON	Date	CITY OF WENDELL	Date
CITY OF HEYBURN	Date		

SIGNATORY CITIES

CITY OF BLISS	Date	CITY OF IDAHO FALLS	Date
CITY OF BURLEY	Date	CITY OF JEROME	Date
CITY OF CAREY	Date	CITY OF PAUL	Date
CITY OF DECLO	Date	CITY OF POCATELLO	Date
CITY OF DIETRICH	Date	CITY OF RICHFIELD	Date
CITY OF BLISS	Date	CITY OF RUPERT	11/24/10 Date
CITY OF GOODING	Date	CITY OF SHOSHONE	Date
CITY OF HAZELTON	Date	CITY OF WENDELL	Date
CITY OF HEYBURN	Date		

SIGNATORY CITIES

CITY OF BLISS	Date	CITY OF IDAHO FALLS	Date
CITY OF BURLEY	Date	CITY OF JEROME	Date
CITY OF CAREY	Date	CITY OF PAUL	Date
CITY OF DECLO	Date	CITY OF POCATELLO	Date
CITY OF DIETRICH	Date	CITY OF RICHFIELD	Date
CITY OF BLISS	Date	CITY OF RUPERT	Date
CITY OF GOODING	Date	CITY OF SHOSHONE	11-6-18 Date
CITY OF HAZELTON	Date	CITY OF WENDELL	Date
CITY OF HEYBURN	Date		

SIGNATORY CITIES

CITY OF BLISS	Date	CITY OF IDAHO FALLS	Date
CITY OF BURLEY	Date	CITY OF JEROME	Date
CITY OF CAREY	Date	CITY OF PAUL	Date
CITY OF DECLO	Date	CITY OF POCATELLO	Date
CITY OF DIETRICH	Date	CITY OF RICHFIELD	Date
CITY OF BLISS	Date	CITY OF RUPERT	Date
CITY OF GOODING	Date	CITY OF SHOSHONE	Date
CITY OF HAZELTON	Date	CITY OF WENDELL	12/6/18 Date
CITY OF HEYBURN	Date		