RECEIVED
MAY 2 3 2005
Department of Water Resources

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	)	**IGWA INFORMATION SUBMITTAL RESPONDING TO MAY 6, 2005 ORDER REGARDING IGWA REPLACEMENT WATER PLAN**

Idaho Ground Water Appropriators, Inc., ("IGWA"), through its counsel Givens Pursley LLP and on behalf of its ground water district members, Aberdeen-American Falls Ground Water District, Magic Valley Ground Water District, Bingham Ground Water District, North Snake Ground Water District, Bonneville-Jefferson Ground Water District, Southwest Irrigation District, and Madison Ground Water District (the "Ground Water Districts"), responds as follows to the Department's May 6, 2005 Order Regarding IGWA Replacement Water Plan ("May 6, 2005 Order").

The May 6, 2005 Order approved IGWA's one-year proposal to provide replacement water provided IGWA submits information, showing 27,700 acre-feet of water has been secured to provide replacement water to the [Surface Water] Coalition." May 6, Order at 12.

Information Request No. 1 – Private Leases of Storage Water: Documentation that the 20,000 acre-feet of storage water proposed for lease from Peoples Irrigation Company, the

Idaho Irrigation District, and the New Sweden Irrigation District, and any other storage water available or dedicated to IGWA for replacement water is leased to the Water District 01 Rental Pool for delivery to and use as replacement water by the Coalition.

Response to Information Request No. 1: Attached hereto as Attachment A, are copies of executed private leases between IGWA and New Sweden Irrigation District (15,000 AF), Snake River Irrigation District (2,000 AF) and Peoples Irrigation Company (3,000 AF). These private leases and required water bank payments have been forwarded to the Watermaster for Water District 01.

Information Request No. 2 – FMC Private Lease: Documentation that 6,820 acre-feet of water has been leased from FMC to the Idaho State Water Bank and rented by IGWA as replacement water for delivery to one or more members of the Coalition.

Response to Information Request No. 2: Attached hereto as Attachment B are copies of an Application to Sell or Lease a Water Right to the Water Supply Bank and Application to Rent Water from the Water Supply Bank filed with the Idaho Water Resource Board, including a copy of the executed private lease between FMC Idaho, L.L.C. and American Falls-Aberdeen Ground Water District, Bingham Ground Water District and Bonneville-Jefferson Ground Water District ("FMC Lease").

The term of the FMC Lease is for one year, commencing April 15, 2002, *subject to automatic renewal and extension for successive one-year terms, unless terminated by either party.* The FMC Lease has been renewed and extended annually since April 15, 2002, including the current year (2005), it is in full force and effect, and all lease fees for 2005 have been paid to FMC.

Information Request No. 3 - Documentation about dry-year leases:

i. Copies of contracts with the current owners of the water rights leased;

ii. Original change of ownership documents for any new owners of the leased water rights accompanied by the appropriate change of ownership filing fees;

iii. Information reconciling the discrepancies and inconsistencies between flow rate, acreage irrigated, and total volume of consumptive use foregone;

iv. Identification of the lands described as a place of use that will be dried up within each 40-acre parcel; and

v. Aerial imagery and sworn statement that the lands described by the dry-year lease water rights were irrigated in 2004 or have been continuously and uninterruptedly not been irrigated for multiple years because of a mitigation plan already approved by the Department.

Response to Information Request No. 3: Copies of executed contracts with current owners of the water rights leased under the dry year leases were attached to IGWA's Initial Plan for Providing Replacement Water filed with the Department on April 29, 2005. Discrepancies between IDWR records and the specific leases with respect to water right ownership are the result of recent changes of ownership of the subject water rights. IGWA is requesting the necessary documentation of these changes of ownership and will arrange for the new owners to file the appropriate notices and fees with the Department as soon as possible. Discrepancies between IDWR records and specific leases with respect to the number of irrigated acres and diversion rates result from the individual landowners designating only portions of the authorized

irrigated acres for dry-year leasing and also are based, in part, on adjustments made to the leases resulting from pre-lease consultation with the Water District 120 Watermaster. Identification of individual acres by forty-acre tract and 2004 aerial imagery are being requested from the Water District 120 Watermaster. Verified acknowledgements of historical irrigation are being obtained from the Lessors. This documentation will be provided to the Department as soon as it has been received by IGWA.

Information Request No. 4 - Documentation about high lift water rights and exchanges:

i. Copies of executed contracts to lease water rights authorizing diversion from Snake River natural flow; and

ii. An approved exchange of water rights authorizing the exchange of water rights authorizing diversion of Snake River natural flow, and leased by IGWA, with storage water held by the USBR physically deliverable between Near Blackfoot and Minidoka.

The exchange must be approved under Idaho Code §42-240 or as a temporary exchange under Idaho Code § 42-222A. Any temporary exchange must be preceded by a drought declaration for all the counties in which water will be diverted or left in the Snake River pursuant to the exchange.

Response to Information Request No. 4: Copies of executed contracts to lease water rights authorizing diversion from Snake River natural flow with the following entities or individuals are attached as Attachment C:

Alacano Family L.L.C.	1,218.9 AF
Blaine Hulet	1,800 AF
Falcon Butte Farms	15,599.4 AF
G. Patrick Morris	2,641.5 AF
Grindstone Butte Mutual Canal Co.	21,684.6 AF
Sailor Creek Water Company	336 AF
Clover Hollow L.L.C.	7,340.1 AF
Don Hartley	1,740 AF
South Elmore County Irrig. Co.	10,695 AF
United Water Idaho	11,882.5 AF

The Ground Water Districts have applied for and obtained approval from the Idaho Water Resource Board to borrow up to $2,450,118 to lease the above water rights for 2005 and, as appropriate, to make option payments on certain of the above water rights. A copy of the IWRB resolution concerning this loan is attached as Attachment D.

IGWA is completing negotiations with the U.S. Bureau of Reclamation ("Bureau") concerning the terms of an exchange of the above-referenced high-lift water for powerhead water in Palisades Reservoir to be held by the Bureau under a to-be-approved water right permit. IGWA will apply to the Department for approval of the exchange once the above contingencies have been addressed.

Information Request No. 5 – Technical Information regarding reach gains from 2005 and prior-year mitigation efforts. Technical information regarding the reach gains to the Snake River between Near Blackfoot and Minidoka resulting from mitigation efforts that overlap the proposals by IGWA, or resulting in reach gains in 2005 from past mitigation efforts.

Response to Information Request No. 4: Attached hereto as Attachment E is a written summary of supporting analysis performed by Hydrosphere Resource Consultants regarding credits asserted by the Ground Water Districts for 2005 reach gain accrual to the Snake River between Near Blackfoot and Minidoka resulting from mitigation efforts that overlap the proposals by IGWA, or resulting in reach gains in 2005 from past mitigation efforts. Also enclosed is a compact disc containing the supporting data files.

DATED this 23rd day of May, 2005.

GIVENS PURSLEY LLP

Jeffrey C. Fereday
Michael C. Creamer

Attorneys for IGWA

ATTACHMENT A

LEASE SUMMARY:
Lease No. _____
Lessor: Snake River Valley Irrigation District
Water Right Nos _____
Quantity: _____CFS_____AF, Acres _____

WATER RIGHTS LEASE AGREEMENT

Lease Agreement made and entered into between the undersigned Lessor, and IDAHO GROUND WATER APPROPRIATORS, INC. ("IGWA"), acting for and on behalf of American Falls-Aberdeen, Bingham, Bonneville, Jefferson, Magic Valley, and North Snake Ground Water Districts, whose address is P.O. Box 1391, Pocatello, Idaho 83204 (hereinafter "Lessee"):

1. **Leased Property**. Lessor hereby leases to Lessee and Lessee hereby leases from Lessor certain storage water rights identified by the records of the Idaho Department of Water Resource ("IDWR") as follows:

Storage Water Right No.	POD	Priority	Quantity CFS/AF	Acres
			2,000 AF	

Total:

The foregoing water rights will hereafter be referred to as the "leased water rights".

2. **Term**. The term of this Lease shall be for a term of one (1) year, commencing April 1, 2005, and terminating on November 1, 2005.

3. **Rent**. For the use of the leased water rights Lessee shall pay to Lessor rent annually in the amount of $_____ per acre foot. The rent shall be paid one-half upon execution of this agreement and one-half on November 1, 2005. Lessor shall pay all Water Bank transfer and administration fees

4. **Non-Use by Lessor**. Lessor covenants that it will not divert or utilize the leased water right during the term of this Lease.

5. **Use by Lessee**. During the term of this Lease, Lessee will not divert or

utilize the leased water rights except for mitigation purposes. Lessee will have no responsibility for the operation, maintenance, use or any damages related to or caused by lands idled pursuant to this Lease Agreement.

6. **Representations by Lessor**. Lessor covenants and represents that it is the true and lawful owners of the water rights and the land to which they are appurtenant, that these water rights have not lapsed, been abandoned, or forfeited, either in whole or in part and that nothing restricts or precludes Lessor from entering into this Lease and Lessee utilizing the described water rights.

7. **Indemnification of Lessee**. Lessor agrees to indemnify and hold harmless Lessee, its officers, agent and employees, from and against any and all claims, demands, losses, damages, causes of action, suits, and liabilities of every kind for injury to or death of a person, or for loss of or damage to any property resulting from any act or omission of Lessor, its employees, agents or contractors, relating to or arising out of this Lease Agreement.

8. **Breach**. In the event either party breaches this Lease and such defaults are not cured within thirty (30) days after receipt of written notice thereof, the non-breaching party, at their option, may elect any or all of the following cumulative remedies:

(a) To terminate this Lease Agreement;
(b) To seek specific performance of this Lease Agreement;
(c) To recover any damages arising out of the breach;
(d) To pursue any and all other remedies under Idaho law by reason of such breach.

9. **Assignment**. This Agreement may not be assigned by Lessee without the express written consent of Lessor.

10. **Choice of Law**. The terms and provisions of this Agreement shall be construed in accordance with the laws of the State of Idaho. Any required mediation and arbitration shall occur in Bannock County Idaho. Jurisdiction and venue for any litigation shall be in the District Court of the State of Idaho in Bannock County.

11. **Dispute Resolution**. Any substantial dispute between the parties shall be resolved in accordance with the following provisions.

11.1 Mediation. The parties shall designate a single mediator and appear before the mediator and attempt to mediate a settlement of the dispute. In the event the parties cannot agree to a mediator, then each party shall designate a representative and they will

appoint a single mediator who shall serve as the mediator for the parties.

11.2 Arbitration. In the event the dispute between the parties cannot be settled as a result of mediation as described in paragraph 13.1 above, the dispute shall be arbitrated in accordance with the Uniform Arbitration Act, Title 7, Chapter 9, Idaho Code. The parties shall select a mutually agreeable arbitrator and the dispute shall be submitted to that arbitrator for decision. The arbitrator shall be authorized to enter a decision to resolve the dispute that is binding on the parties. The arbitrator's decision shall be non-appealable.

11.3 Litigation. Litigation is allowed between the parties only for the purpose of enforcing a settlement agreement entered into between the parties as a result of mediation, or an arbitrator's tor

12. Attorney Fees. In the event of any arbitration or litigation over this Lease the prevailing party shall be entitled to recover reasonable attorney fees and costs.

13. Binding Effect. This Agreement shall be binding upon the respective heirs, successors and assigns of the parties.

DATED this 20 day of May, 2005.

LESSOR:

Snake River Valley Irrigation District
221 South Emerson
Shelley, ID 83274

By: Carlos S Nielson

LESSEE:

IDAHO GROUND WATER

APPROPRIATORS, INC.

By: Lynn Tominaga

Title: Executive Director

LEASE SUMMARY:
Lease No. _____
Lessor: New Sweden Irrigation District
Water Right Nos. _____
Quantity: _____CFS_____AF, Acres _____

WATER RIGHTS LEASE AGREEMENT

Lease Agreement made and entered into between the undersigned Lessor, and IDAHO GROUND WATER APPROPRIATORS, INC. ("IGWA"), acting for and on behalf of American Falls-Aberdeen, Bingham, Bonneville, Jefferson, Magic Valley, and North Snake Ground Water Districts, whose address is P.O. Box 1391, Pocatello, Idaho 83204 (hereinafter "Lessee"):

1. **Leased Property.** Lessor hereby leases to Lessee and Lessee hereby leases from Lessor certain storage water rights identified by the records of the Idaho Department of Water Resource ("IDWR") as follows:

Storage Water Right No.	POD	Priority	Quantity CFS/AF	Acres
1-2064L		03/30/1921	15,000 A.F.	

Total:

The foregoing water rights will hereafter be referred to as the "leased water rights".

2. **Term.** The term of this Lease shall be for a term of one (1) year, commencing April 1, 2005, and terminating on November 1, 2005.

3. **Rent.** For the use of the leased water rights Lessee shall pay to Lessor rent annually in the amount of $_____ per acre foot. The rent shall be paid one-half upon execution of this agreement and one-half on November 1, 2005. Lessor shall pay all Water Bank transfer and administration fees

4. **Non-Use by Lessor.** Lessor covenants that it will not divert or utilize the leased water right during the term of this Lease.

5. **Use by Lessee.** During the term of this Lease, Lessee will not divert or utilize the leased water rights except for mitigation purposes. Lessee will have no responsibility for the operation, maintenance, use or any damages related to or caused

by lands idled pursuant to this Lease Agreement.

6. **Representations by Lessor.** Lessor covenants and represents that it is the true and lawful owners of the water rights and the land to which they are appurtenant, that these water rights have not lapsed, been abandoned, or forfeited, either in whole or in part and that nothing restricts or precludes Lessor from entering into this Lease and Lessee utilizing the described water rights.

7. **Indemnification of Lessee.** Lessor agrees to indemnify and hold harmless Lessee, its officers, agent and employees, from and against any and all claims, demands, losses, damages, causes of action, suits, and liabilities of every kind for injury to or death of a person, or for loss of or damage to any property resulting from any act or omission of Lessor, its employees, agents or contractors, relating to or arising out of this Lease Agreement.

8. **Breach.** In the event either party breaches this Lease and such defaults are not cured within thirty (30) days after receipt of written notice thereof, the non-breaching party, at their option, may elect any or all of the following cumulative remedies:

(a) To terminate this Lease Agreement;
(b) To seek specific performance of this Lease Agreement;
(c) To recover any damages arising out of the breach;
(d) To pursue any and all other remedies under Idaho law by reason of such breach.

9. **Assignment.** This Agreement may not be assigned by Lessee without the express written consent of Lessor.

10. **Choice of Law.** The terms and provisions of this Agreement shall be construed in accordance with the laws of the State of Idaho. Any required mediation and arbitration shall occur in Bannock County Idaho. Jurisdiction and venue for any litigation shall be in the District Court of the State of Idaho in Bannock County.

11. **Dispute Resolution.** Any substantial dispute between the parties shall be resolved in accordance with the following provisions.

11.1 Mediation. The parties shall designate a single mediator and appear before the mediator and attempt to mediate a settlement of the dispute. In the event the parties cannot agree to a mediator, then each party shall designate a representative and they will appoint a single mediator who shall serve as the mediator for the parties.

11.2 Arbitration. In the event the dispute between the parties cannot be

settled as a result of mediation as described in paragraph 13.1 above, the dispute shall be arbitrated in accordance with the Uniform Arbitration Act, Title 7, Chapter 9, Idaho Code. The parties shall select a mutually agreeable arbitrator and the dispute shall be submitted to that arbitrator for decision. The arbitrator shall be authorized to enter a decision to resolve the dispute that is binding on the parties. The arbitrator's decision shall be non-appealable.

11.3 Litigation. Litigation is allowed between the parties only for the purpose of enforcing a settlement agreement entered into between the parties as a result of mediation, or an arbitrator's tor.

12. **Attorney Fees**. In the event of any arbitration or litigation over this Lease the prevailing party shall be entitled to recover reasonable attorney fees and costs.

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

DATED this 20th day of May, 2005

LESSOR:

New Sweden Irrigation District
2350 W 1700 S
Idaho Falls, ID 83402

By: Louis Thiel

LESSEE:

IDAHO GROUND WATER APPROPRIATORS, INC.

By: Lynn Tominaga

Title: Executive Director

LEASE SUMMARY:
Lease No. _____
Lessor: Peoples Canal & Irrigation Company
Water Right Nos. _____
Quantity: _____CFS_____AF, Acres _____

WATER RIGHTS LEASE AGREEMENT

Lease Agreement made and entered into between the undersigned Lessor, and IDAHO GROUND WATER APPROPRIATORS, INC. ("IGWA"), acting for and on behalf of American Falls-Aberdeen, Bingham, Bonneville, Jefferson, Magic Valley, and North Snake Ground Water Districts, whose address is P.O. Box 1391, Pocatello, Idaho 83204 (hereinafter "Lessee"):

1. **Leased Property**. Lessor hereby leases to Lessee and Lessee hereby leases from Lessor certain storage water rights identified by the records of the Idaho Department of Water Resource ("IDWR") as follows:

Storage Water Right No.	POD	Priority	Quantity CFS/AF	Acres
Am/Falls		1921 Mar. 31	3000 A/F	

Total:

The foregoing water rights will hereafter be referred to as the "leased water rights".

2. **Term**. The term of this Lease shall be for a term of one (1) year, commencing April 1, 2005, and terminating on November 1, 2005.

3. **Rent**. For the use of the leased water rights Lessee shall pay to Lessor rent annually in the amount of $_____ per acre foot. The rent shall be paid one-half upon execution of this agreement and one-half on November 1, 2005. Lessor shall pay all Water Bank transfer and administration fees

4. **Non-Use by Lessor**. Lessor covenants that it will not divert or utilize the leased water right during the term of this Lease.

5. **Use by Lessee**. During the term of this Lease, Lessee will not divert or utilize the leased water rights except for mitigation purposes. Lessee will have no responsibility for the operation, maintenance, use or any damages related to or caused

by lands idled pursuant to this Lease Agreement.

6. **Representations by Lessor**. Lessor covenants and represents that it is the true and lawful owners of the water rights and the land to which they are appurtenant, that these water rights have not lapsed, been abandoned, or forfeited, either in whole or in part and that nothing restricts or precludes Lessor from entering into this Lease and Lessee utilizing the described water rights.

7. **Indemnification of Lessee**. Lessor agrees to indemnify and hold harmless Lessee, its officers, agent and employees, from and against any and all claims, demands, losses, damages, causes of action, suits, and liabilities of every kind for injury to or death of a person, or for loss of or damage to any property resulting from any act or omission of Lessor, its employees, agents or contractors, relating to or arising out of this Lease Agreement.

8. **Breach**. In the event either party breaches this Lease and such defaults are not cured within thirty (30) days after receipt of written notice thereof, the non-breaching party, at their option, may elect any or all of the following cumulative remedies:

(a) To terminate this Lease Agreement;
(b) To seek specific performance of this Lease Agreement;
(c) To recover any damages arising out of the breach;
(d) To pursue any and all other remedies under Idaho law by reason of such breach.

9. **Assignment**. This Agreement may not be assigned by Lessee without the express written consent of Lessor.

10. **Choice of Law**. The terms and provisions of this Agreement shall be construed in accordance with the laws of the State of Idaho. Any required mediation and arbitration shall occur in Bannock County Idaho. Jurisdiction and venue for any litigation shall be in the District Court of the State of Idaho in Bannock County.

11. **Dispute Resolution**. Any substantial dispute between the parties shall be resolved in accordance with the following provisions.

11.1 Mediation. The parties shall designate a single mediator and appear before the mediator and attempt to mediate a settlement of the dispute. In the event the parties cannot agree to a mediator, then each party shall designate a representative and they will appoint a single mediator who shall serve as the mediator for the parties.

11.2 Arbitration. In the event the dispute between the parties cannot be

settled as a result of mediation as described in paragraph 13.1 above, the dispute shall be arbitrated in accordance with the Uniform Arbitration Act, Title 7, Chapter 9, Idaho Code. The parties shall select a mutually agreeable arbitrator and the dispute shall be submitted to that arbitrator for decision. The arbitrator shall be authorized to enter a decision to resolve the dispute that is binding on the parties. The arbitrator's decision shall be non-appealable.

11.3 Litigation. Litigation is allowed between the parties only for the purpose of enforcing a settlement agreement entered into between the parties as a result of mediation, or an arbitrator's tor.

12. Attorney Fees. In the event of any arbitration or litigation over this Lease the prevailing party shall be entitled to recover reasonable attorney fees and costs.

13. Binding Effect. This Agreement shall be binding upon the respective heirs, successors and assigns of the parties.

DATED this 23 day of May, 2005.

LESSOR:

Peoples Canal & Irrigation Company
1050 W. Highway 39
Blackfoot, ID 83221

By: [signature] Murdock - Sec.

LESSEE:

IDAHO GROUND WATER APPROPRIATORS, INC.

By: Lynn Tominaga

Title: Executive Director

ATTACHMENT B

01/03

Before the Idaho Water Resource Board

RECEIVED
MAY 23 2005
Department of Water Resources

APPLICATION TO RENT WATER FROM THE WATER SUPPLY BANK

Applicant American Falls-Aberdeen GWD, Bingham GWD, Bonneville-Jefferson GWD Phone 208-890-4014

Address c/o Lynn Tominaga, Idaho Ground Water Appropriators, Inc.

City P.O. Box 2624 State ID Zip Code 83701-2624

A. DESCRIPTION OF WATER SOUGHT TO RENT

1. Source of water Groundwater – See attached Private Lease

   tributary to _____.

2. Maximum volume of water 6820 AF.

3. Maximum rate of diversion _____ cfs.

B. DESCRIPTION OF USE PROPOSED

1. Nature of intended use 2005 Mitigation

2. Location of point of diversion _____ ¼ _____ ¼, Section _____,

   Township _____, Range _____, B.M. _____ County.

3. Season of use: From _____ to _____.

4. Description of diverting works:

   Pump HP _____ Lift _____ Pump type _____.

   Canal name, if appropriate _____.

5. Place of use:

   a. If water is for irrigation, describe the number of acres to be irrigated by 40-acre tract, section, township and range.

   See attached partial decrees and claim

b. If water is not for irrigation, describe the nature of the intended use and the place of use.

2005 Mitigation

6. Describe any other water rights used for the same purposes as rental water sought under this application.

See attached partial decrees and claim

7. Who owns the property at the point of diversion?

N/A

8. Who own the property at the point of use?

N/A

9. Are you seeking a rental for more than one (1) year? No (yes or no)

If yes, for how many years? _____

10. Remarks:

Ground Water Districts renting through IWRB Water Bank per May 6, 2005 Order of Director IDWR for potential 2005 mitigation

May 23, 2005
Date

X Lynn Tominaga
Signature of Applicant

FOR DEPARTMENT USE ONLY

Received by _____ Date _____ Time _____

Published in _____ Pub. Dates _____

Protests filed by _____

Hearing held by _____

Action recommended _____

LEASE OF WATER RIGHTS

Lease Agreement made and entered into May 22nd, 2002, between FMC IDAHO, L.L.C., whose address is P.O. Box 4111, Pocatello, Idaho 83202 (hereinafter "Lessor") and AMERICAN FALLS-ABERDEEN AREA GROUND WATER DISTRICT, BINGHAM GROUND WATER DISTRICT, and BONNEVILLE-JEFFERSON GROUND WATER DISTRICT, whose address is in care of Timothy P. Deeg, P.O. Box 70, American Falls, Idaho 83211 (hereinafter "Lessee"):

1. **Leased Property.** Lessor hereby leases to Lessee and Lessee hereby leases from Lessor certain water rights identified by the records of the Idaho Department of Water Resource ("IDWR") as follows:

Water Right No.	Priority	Quantity	Purpose
A29-02284	3/02/49	4.5 cfs	Industrial
A29-2301	4/24/51	3.82 cfs*	Industrial
A29-11342	7/24/52	1.10 cfs	Municipal
		9.42 cfs	

(*FMC retaining 0.18 cfs for continuing plant needs.)

Together with 5000 AF of Palisades Storage pursuant to U.S. Department of Interior, Bureau of Reclamation, Contract No. 14-06-100-1836, Palisades Water Users, Inc. - A01-10214.

2. **Term.** The term of this Lease shall be for a term of one (1) year, commencing April 15, 2002, and terminating on April 14, 2003. Thereafter, this Lease will be automatically renewed and extended for successive additional one-year terms, unless and until terminated by either party as hereafter provided.

Either party may terminate this Lease at the end of any lease term upon not less than ninety (90) days advance written notice.

3. **Rent.** For the use of the lease property Lessee shall pay to Lessor on or before April 15 of each year rent in the amount of $2.95 per acre foot for ground water and $3.45 per acre foot for Palisades Storage. The rent shall be due upon approval of the lease by IDWR allowing the use of the water by Lessee for mitigation purposes.

3.1 The calculated amount of ground water pursuant to this Lease is 18.68 AF per day or 6,819.87 AF per year based upon the historic year-round use of these rights. This amount is subject to adjustment to the actual amount which IDWR will credit Lessee for mitigation purposes.

3.2 Lessor has retained all of Water Right No. A29-02255E and A29-2255C, plus 0.18 cfs of Water Right No. A29-2301 to meet continuing water needs at Lessor's Pocatello plant for culinary purposes, irrigation of

landscaping, dust control and other industrial purposes calculated by Lessor to be necessary for such purposes.

4. **Non-Use by Lessor.** Lessor covenants that it will not divert or utilize the described water right during the term of this Lease.

5. **Use by Lessee.** During the term of this Lease and during any extension, Lessee shall place to beneficial use each year, all waters approved for use under the water rights and shall comply with all applicable federal, state and local laws and all rules and regulations of any agency, including IDWR applicable to such water rights, together with all state and federal environmental and water quality laws.

6. **Representations by Lessor.** Lessor covenants and represents that it is the true and lawful owners of the water rights and the land to which they are appurtenant, that these water rights have not lapsed, been abandoned, or forfeited, either in whole or in part and that nothing restricts or precludes Lessor from entering into this Lease and Lessee utilizing the described water rights.

7. **Transfer Application.** The parties acknowledge and agree that it will be necessary to submit this Lease and obtain IDWR approval of the use of said water rights by Lessee for mitigation purposes.

7.1 Lessee and Lessor will jointly seek approval of this Lease from IDWR and will cooperate with each other in securing such approval.

7.2 Lessee shall be responsible for all costs associated with accomplishing the approval of this lease and, including but not limited to, paying all applicable Water Bank and other administrative fees owing to IDWR.

7.3 This Lease is conditioned upon IDWR's approval of the use of the water by Lessee for mitigation purposes, and acknowledgment by IDWR that Lessee's use of the water under the Lease and/or placement of the water in the state water bank constitutes beneficial use of the water and will not subject any of the rights to forfeiture. In the event the approval is not obtained, the Lease may be terminated by either party.

8. **Indemnification of Lessor.** Lessee agrees to indemnify and hold harmless Lessor from any and all claims and demands, including legal attorney fees and costs, which may arise directly or indirectly as a result of this lease or the transfer or use of the water rights by Lessee pursuant to this Lease.

9. **Breach.** In the event either party breaches this Lease and such defaults are not cured within thirty (30) days after receipt of written notice thereof, the non-breaching party, at their option, may elect to terminate this Lease and recover any damages or pursue any other remedy available under Idaho law by reason of such breach.

10. **Assignment.** This Agreement may not be assigned by Lessee without the express written consent of Lessor.

11. **Attorney Fees.** In the event of any litigation over this Lease the prevailing party shall be entitled to recover reasonable attorney fees and costs.

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

LESSOR:

FMC IDAHO, L.L.C.

By Rob J. Hartman
Rob J. Hartman
Vice President
Date: May 22, 2002

LESSEE:

AMERICAN FALLS-ABERDEEN AREA GROUND WATER DISTRICT

By_____
KEVIN MICHAELSON, President
Date:

BINGHAM GROUND WATER DISTRICT

By_____
CRAIG EVANS, President
Date:

BONNEVILLE-JEFFERSON GROUND WATER DISTRICT

By_____
WILLIAM TAYLOR, President
Date:

LESSOR:

FMC IDAHO, L.L.C.

By_____
Rob J. Hartman
Vice President
Date:

LESSEE:

AMERICAN FALLS-ABERDEEN AREA GROUND WATER DISTRICT

By Kevin Michaelson
KEVIN MICHAELSON, President
Date: 5-22-02

BINGHAM GROUND WATER DISTRICT

By
CRAIG EVANS, President
Date: May 22, 2002

BONNEVILLE-JEFFERSON GROUND WATER DISTRICT

By William H. Taylor
WILLIAM TAYLOR, President
Date: May 22, 2002

2004 MAR 22 PM 02:00
DISTRICT COURT - SRBA
TWIN FALLS CO., IDAHO
FILED _____

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS

In Re SRBA	)	PARTIAL DECREE PURSUANT TO
	)	I.R.C.P 54(b) FOR
Case No. 39576	)	
	)	Water Right 29-02284

NAME AND ADDRESS: F M C CORP
PO BOX 4111
POCATELLO, ID 83202

SOURCE: GROUND WATER

QUANTITY: 4.50 CFS
3257 90 AFY

PRIORITY DATE: 03/02/1949

POINT OF DIVERSION: T06S R33E S12 SESESW Within Power County
S13 NENWNW

PURPOSE AND PERIOD OF USE:

PURPOSE OF USE	PERIOD OF USE	QUANTITY
Industrial	01-01 TO 12-31	4.50 CFS 3257.90 AFY

PLACE OF USE: Industrial Within Power County

T06S R33E S12	SWSW	SESW
	SWSE	SESE
S13	NENE	NWNE
	SWNE	SENE
	NENW	NWNW
	SWNW	SENW
	NESE	NWSE

OTHER PROVISIONS NECESSARY FOR DEFINITION OR ADMINISTRATION OF THIS WATER RIGHT:

THIS PARTIAL DECREE IS SUBJECT TO SUCH GENERAL PROVISIONS NECESSARY FOR THE DEFINITION OF THE RIGHTS OR FOR THE EFFICIENT ADMINISTRATION OF THE WATER RIGHTS AS MAY BE ULTIMATELY DETERMINED BY THE COURT AT A POINT IN TIME NO LATER THAN THE ENTRY OF A FINAL UNIFIED DECREE. I.C. SECTION 42-1412(6).

RULE 54(b) CERTIFICATE

With respect to the issues determined by the above judgment or order, it is hereby CERTIFIED, in accordance with Rule 54(b), I.R.C.P., that the court has determined that there is no just reason for delay of the entry of a final judgment and that the court has and does hereby direct that the above judgment or order shall be a final judgment upon which execution may issue and an appeal may be taken as provided by the Idaho Appellate Rules.

John M. Melanson
Presiding Judge of the
Snake River Basin Adjudication

2004 MAR 22 PM 02:00
DISTRICT COURT - SRBA
TWIN FALLS CO., IDAHO
FILED _____

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS

In Re SRBA	)	PARTIAL DECREE PURSUANT TO
	)	I.R.C.P. 54(b) FOR
Case No 39576	)	
	)	Water Right 29-02301

NAME AND ADDRESS: F M C CORP
PO BOX 4111
POCATELLO, ID 83202

SOURCE: GROUND WATER

QUANTITY: 4.00 CFS
2895 90 AFY

PRIORITY DATE: 04/24/1951

POINT OF DIVERSION: T06S R33E S13 NWNWNE NWNWNW Within Power County

PURPOSE AND PERIOD OF USE:

PURPOSE OF USE	PERIOD OF USE	QUANTITY
Industrial	01-01 TO 12-31	4.00 CFS 2895 90 AFY

PLACE OF USE: Industrial — Within Power County

T06S R33E S12	SWSW	SESW
	SWSE	SESE
S13	NENE	NWNE
	SWNE	SENE
	NENW	NWNW
	SWNW	SENW
	NESE	NWSE

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John M. Melanson
Presiding Judge of the
Snake River Basin Adjudication

Form No. 42-1409 (2) a 1/88 (Internet)

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS

CIVIL CASE NUMBER: 39576

Ident. Number _____

Date Received _____

Receipt Number _____

IN RE THE GENERAL ADJUDICATION OF RIGHTS TO THE USE OF WATER FROM THE SNAKE RIVER BASIN WATER SYSTEM

NOTICE OF CLAIM TO A WATER RIGHT

ACQUIRED UNDER STATE LAW

Please type or print clearly

1. Name of Claimant (s) FMC Corporation Phone (208) 236-8216

   Mailing Address P.O. Box 4111, Pocatello, ID Zip 83205

2. Date of Priority (Only one (1) per claim) September 1, 1953

3. Source of water supply (a) groundwater

   which is tributary to (b) _____

4. a. Location of existing point of diversion is: Township 06S Range 33E Section 12,

   _____ 1/4 of NE 1/4 of SE 1/4, Govt. Lot, _____ B.M., County of Power

   Additional points of diversion if any: _____

   b. If instream flow, beginning point of claimed instream flow is:

   Township _____ Range _____ Section _____, _____ 1/4 of _____ 1/4 of _____ 1/4,

   Govt. Lot _____ B.M., County of _____

   ending point is: Township _____ Range _____ Section _____, _____ 1/4 of _____ 1/4 of

   _____ 1/4, Govt. Lot _____ B.M., County of _____

5. Description of existing diversion works (Dams, Reservoirs, Ditches, Wells, Pumps, Pipelines, Headgates, Etc), including the dates of any changes or enlargements in use, the dimensions of the diversion works as constructed and as enlarged and the depth of each well.

   1 well (#11), pumps, pipes

6. Water is claimed for the following purposes: (both dates are inclusive) (cfs) (acre feet)

For Commercial purposes from 1/01 to 12/31 amount 1.100 or _____

For _____ purposes from _____ to _____ amount _____ or _____

For _____ purposes from _____ to _____ amount _____ or _____

For _____ purposes from _____ to _____ amount _____ or _____

7. Total quantity claimed (a) 1.100 (cfs) and/or (b) _____ (acre feet)

8. Total consumptive use claimed is _____ acre feet per annum.

9. Non-irrigation uses; describe fully (eg. Domestic: Give number of households served; Stockwater: Type and number of livestock Etc.) _____

10. Description of place of use:
   a. If water is for irrigation, indicate acreage in each subdivision in the tabulation below.
   b. If water is used for other purposes, place a symbol of use (example: D for Domestic) in the corresponding place of use below. See instructions for standard symbols.

TWP	RNG	SEC	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE1/4	NW1/4	SW1/4	SE1/4	NE1/4	NW1/4	SW1/4	SE1/4	NE1/4	NW1/4	SW1/4	SE1/4	NE1/4	NW1/4	SW1/4	SE1/4	
6S	33E	12				C													

Total number of acres irrigated ~~0~~ Commercial use

11. In which county (ies) are lands listed above as place of use located? Power

12. Do you own the property listed above as place of use? Yes X No _____
If your answer is No, describe in Remarks below the authority you have to claim this water right.

13. Describe any other water rights used at the same place and for the same purposes as described above. _____ or None ( )

14. Remarks: _____

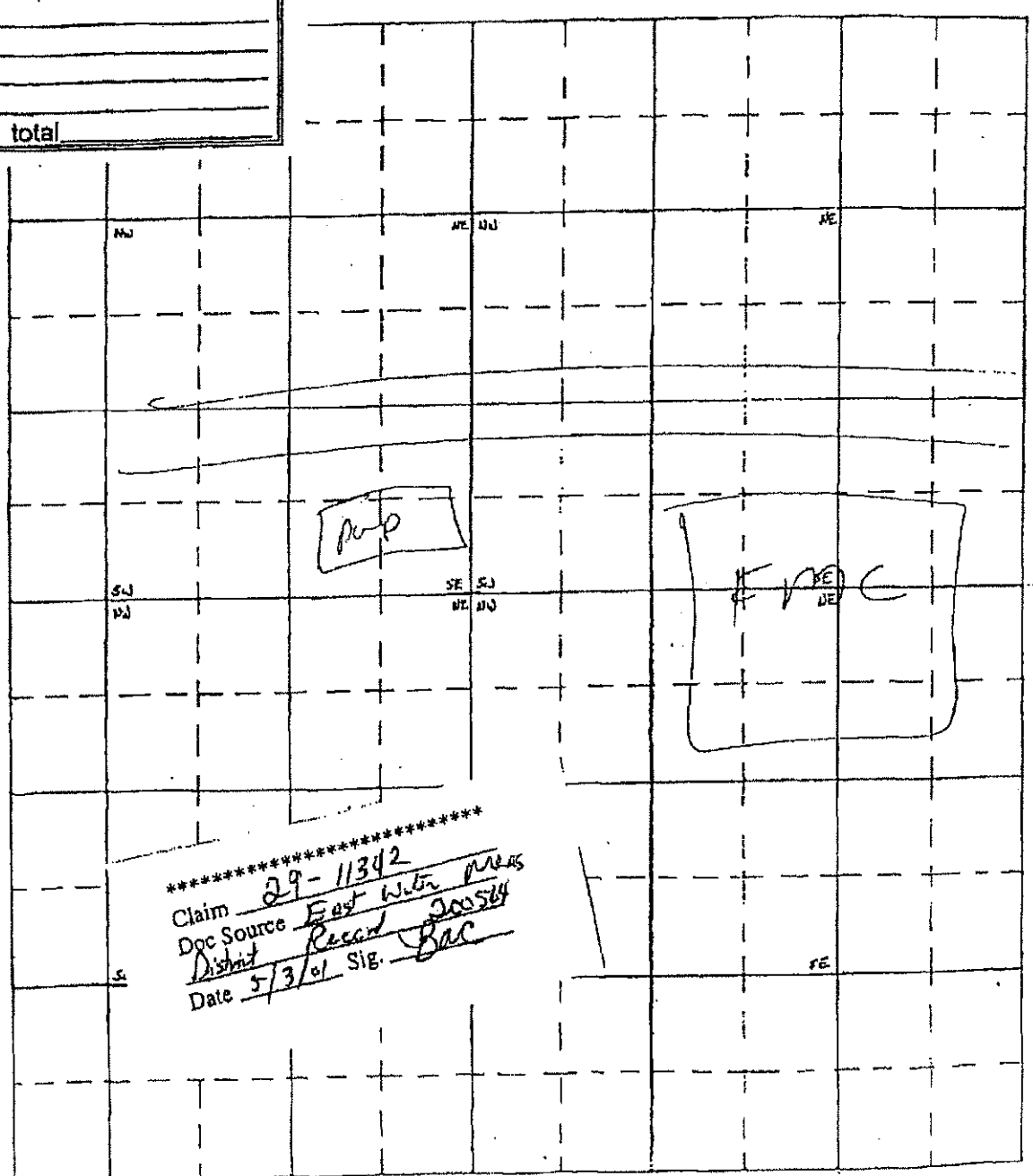
Last Name _____ Ident No. _____

EASTERN WATER MEASUREMENT DISTRICT

SUPPLEMENTAL DATA FORM A

SKETCH OF IRRIGATED LANDS AND MAJOR COMPONENTS OF DELIVERY SYSTEM/S

crop	acres
1	
2	
3	
4	
total	



SCALE 1:24,000

****
Claim 29-11342
Doc Source East Water Meas District Record 200564
Date 5/3/01 Sig. BAC

15. Basis of Claim (check one) Beneficial Use _____ Posted Notice _____ License X Permit G24451
Decree _____

If applicable provide IDWR Water Right Number _____
Court _____ Case Number _____ Decree Date _____
Plaintiff vs Defendant _____

16. Signature (s)
(a.) By signing below, I/We acknowledge that I/We have received, read, and understand the form entitled "How you will receive notice in the Snake River Basin Adjudication." (b.) I/We do _____ do not _____ wish to receive and pay a small annual fee for monthly copies of the docket sheet.
Number of attachments _____

For Individuals: I do solemnly swear or affirm that the statements contained in the foregoing document are true and correct.

Signature of Claimant (s) _____ Date _____

_____ Date _____

For Organizations: I do solemnly swear or affirm that I am Vice President (Title) of FMC Idaho LLC (Organization), that I have signed the foregoing document in the space below as Vice President (Title) of FMC Idaho LLC (Organization) and that the statements contained in the foregoing document are true and correct.

Signature of Authorized Agent [signature]

Title and Organization Vice President, FMC Idaho LLC Date May 9, 2005

State of Idaho/or _____)
) SS.
County of Bannock)

Subscribed and sworn (or affirmed) before me this 9th day of May 2005

SEAL ROBERTA NOTARY PUBLIC STATE OF IDAHO

Notary Public [signature]

Residing at Bannock County

My Commission Expires 6/16/09

Please Print Name

17. Notice of Appearance
Notice is hereby given that I, Shelley M. Davis will be acting as attorney at law on behalf of the claimant signing above, and that all notices required by law to be mailed by the director to the claimant signing above should be mailed to me at the address listed below.

Signature [signature]

Address Barker Rosholt & Simpson, LLP P.O. Box 2139, 205 N. 10th St., Ste 520 Boise, ID 83701-2139

Date 5/9/05

Last Name _____ Ident. Number _____

Form 42-1761
01/03

RECEIVED
MAY 23 2005
Department of Water Resources

Water Supply Bank No. _____

Water Right No. _____

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION TO SELL OR LEASE A WATER RIGHT TO THE WATER SUPPLY BANK

Name of Seller/Lessor American Falls-Aberdeen GWD, Bingham GWD, Bonneville-Jefferson GWD Phone 208-890-4014

Post office address c/o Lynn Tominaga, Idaho Ground Water Appropriators, Inc.
P.O. Box 2624, Boise, Idaho 83701-2624

1. DESCRIPTION OF WATER RIGHT:

Right evidenced by:

a. Decree No. _____ Decreed to _____ (Name)

in case of _____ vs _____

dated _____ in _____ county of _____ (Name of court)

b. License No. 29-2284; 29-2301; 29-11342 issued by the Idaho Department of Water Resources.

c. Permit No. _____ issued by the Idaho Department of Water Resources.

2. DESCRIPTION OF PORTION OF RIGHT FOR SALE OR LEASE: (If the entire right is for sale or lease, show "all" on line a. below and skip the remainder of part 2.)

a. Amount of water under right: all _____ cubic feet per second &/or _____ acre-fee per annum

b. Point of diversion: _____ ¼ of _____ ¼ of Section _____ Township _____ Range _____, B.M. in _____ County.

Additional points _____

c. Place of use: See Attached partial decrees and claim.

TWP	RGE	SEC	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	

If the right is for irrigation, show the number of acres for the part of the right to be put into the bank.

Total number of acres _____

3. ADDITIONAL INFORMATION ABOUT RIGHT, OR PORTION THEREOF, FOR SALE OR LEASE

a. Explain how the seller/lessor acquired the right, or portion thereof, and attach a copy of the deed to the land to which it is appurtenant or other evidence of ownership of the right. If the right is not recorded in the name of the seller/lessor, attach a copy of a change of ownership form as required by Section 42-248 or 42-1409(6), Idaho Code, together with required documentation.

See Attached.

b. Describe the frequency of water user under the right, or portion thereof, during the past five (5) years of use. Attach watermaster records, pumping power bills, or other evidence to demonstrate that the right has not been lost through abandonment or forfeiture. (This information is not required if a partial decree has been issued on the right within the last 5 years.)

These water rights have been leased to the Ground Water Districts on an annual basis pursuant to the attached lease for use under Department approved mitigation plans. Prior credit for mitigation has been 6,819.87 acre-feet annually.

c. If the right is from a surface water source, describe the period of the year that water is typically available to satisfy the right.

The attached lease includes up to 5000 AF of FMC storage in Palisades Reservoir, subject to fill. To the extent storage does fill in 2005, the Ground Water Districts may elect to lease this storage through the Water District 01 Water Bank.

d. Describe any other water rights with the same purpose and place of use as the right, or portion thereof, offered for lease. Will the present place of use continue to receive water from any source? If so, describe.

Per the attached lease, FMC has agreed not to divert water under the leased rights. No other water rights are known to be used for the same purpose as the leased water.

e. If the water right is a permit, describe the work accomplished toward developing the right.

N/A.

f. If the right to the use of the water or the use of the diversion works or irrigation system is represented by shares of stock in a company or corporation, or if such works or system is owned or managed by an irrigation district, a written consent of the sale or lease must be attached. N/A.

4. REMARKS:

The lease authorizes the Ground Water Districts to arrange for lease/rental of these water rights through the Water Supply Bank. The Ground Water Districts as Lessees under a private lease are placing the leased rights in the IWRB Water Bank for mitigation purposes to the extent that the Director determines that mitigation is required during 2005. Delivery of water for mitigation is contingent upon further instruction from the Ground Water Districts and concurrence by the Director.

5. SALE/LEASE AGREEMENT

1. The water right, or portion thereof, described above is offered to the Idaho Water Resource Board:

_____ For sale;

_____ For lease for a period from April 15, 2005 (Day, month, year) to April 14, 2006 (Day, month, year)

(The lease period may be shown as "indefinite," if the total duration of lease is unknown); or

_____ As a gift to the state of Idaho.

2. Show the minimum payment acceptable to the Seller/Lessor. Include the method of determining the minimum payment. The minimum payment may be shown as the "current rental rate."

See attached Private Lease.

I hereby assert that the information contained in this application is true to the best of my knowledge, and that I have the authorities to off this right for sale or lease to the Idaho Water Resource Board.

The owner/lessor acknowledges the following:

1. Payment to the owner/lessor is contingent upon the sale or rental of the right from the bank.
2. While a right is in the bank, the owner of the right may not use the right even if the right is not rented
3. A right accepted into the bank stays in the bank until the Board releases it or until the lease term expires.
4. While a water right is in the bank, forfeiture provisions are stayed.
5. Acceptance of a right into the bank does not, in itself, confirm the validity of the right or any elements of the water right.

May 23, 2005
Date

Signature

FOR DEPARTMENT USE ONLY

Received by _____ Date _____ Preliminary check by _____

Watermaster recommendation requested on _____ Received _____

Recommended for _____ approval _____ denial by _____

LEASE OF WATER RIGHTS

Lease Agreement made and entered into May 22nd, 2002, between FMC IDAHO, L.L.C., whose address is P.O. Box 4111, Pocatello, Idaho 83202 (hereinafter "Lessor") and AMERICAN FALLS-ABERDEEN AREA GROUND WATER DISTRICT, BINGHAM GROUND WATER DISTRICT, and BONNEVILLE-JEFFERSON GROUND WATER DISTRICT, whose address is in care of Timothy P. Deeg, P.O. Box 70, American Falls, Idaho 83211 (hereinafter "Lessee"):

1. **Leased Property.** Lessor hereby leases to Lessee and Lessee hereby leases from Lessor certain water rights identified by the records of the Idaho Department of Water Resource ("IDWR") as follows:

Water Right No.	Priority	Quantity	Purpose
A29-02284	3/02/49	4.5 cfs	Industrial
A29-2301	4/24/51	3.82 cfs*	Industrial
A29-11342	7/24/52	1.10 cfs	Municipal
		9.42 cfs	

(*FMC retaining 0.18 cfs for continuing plant needs.)

Together with 5000 AF of Palisades Storage pursuant to U.S. Department of Interior, Bureau of Reclamation, Contract No. 14-06-100-1836, Palisades Water Users, Inc. - A01-10214.

2. **Term.** The term of this Lease shall be for a term of one (1) year, commencing April 15, 2002, and terminating on April 14, 2003. Thereafter, this Lease will be automatically renewed and extended for successive additional one-year terms, unless and until terminated by either party as hereafter provided.

Either party may terminate this Lease at the end of any lease term upon not less than ninety (90) days advance written notice.

3. **Rent.** For the use of the lease property Lessee shall pay to Lessor on or before April 15 of each year rent in the amount of $2.95 per acre foot for ground water and $3.45 per acre foot for Palisades Storage. The rent shall be due upon approval of the lease by IDWR allowing the use of the water by Lessee for mitigation purposes.

3.1 The calculated amount of ground water pursuant to this Lease is 18.68 AF per day or 6,819.87 AF per year based upon the historic year-round use of these rights. This amount is subject to adjustment to the actual amount which IDWR will credit Lessee for mitigation purposes.

3.2 Lessor has retained all of Water Right No. A29-02255E and A29-2255C, plus 0.18 cfs of Water Right No. A29-2301 to meet continuing water needs at Lessor's Pocatello plant for culinary purposes, irrigation of

landscaping, dust control and other industrial purposes calculated by Lessor to be necessary for such purposes.

4. **Non-Use by Lessor.** Lessor covenants that it will not divert or utilize the described water right during the term of this Lease.

5. **Use by Lessee.** During the term of this Lease and during any extension, Lessee shall place to beneficial use each year, all waters approved for use under the water rights and shall comply with all applicable federal, state and local laws and all rules and regulations of any agency, including IDWR applicable to such water rights, together with all state and federal environmental and water quality laws.

6. **Representations by Lessor.** Lessor covenants and represents that it is the true and lawful owners of the water rights and the land to which they are appurtenant, that these water rights have not lapsed, been abandoned, or forfeited, either in whole or in part and that nothing restricts or precludes Lessor from entering into this Lease and Lessee utilizing the described water rights.

7. **Transfer Application.** The parties acknowledge and agree that it will be necessary to submit this Lease and obtain IDWR approval of the use of said water rights by Lessee for mitigation purposes.

7.1 Lessee and Lessor will jointly seek approval of this Lease from IDWR and will cooperate with each other in securing such approval.

7.2 Lessee shall be responsible for all costs associated with accomplishing the approval of this lease and, including but not limited to, paying all applicable Water Bank and other administrative fees owing to IDWR.

7.3 This Lease is conditioned upon IDWR's approval of the use of the water by Lessee for mitigation purposes, and acknowledgment by IDWR that Lessee's use of the water under the Lease and/or placement of the water in the state water bank constitutes beneficial use of the water and will not subject any of the rights to forfeiture. In the event the approval is not obtained, the Lease may be terminated by either party.

8. **Indemnification of Lessor.** Lessee agrees to indemnify and hold harmless Lessor from any and all claims and demands, including legal attorney fees and costs, which may arise directly or indirectly as a result of this lease or the transfer or use of the water rights by Lessee pursuant to this Lease.

9. **Breach.** In the event either party breaches this Lease and such defaults are not cured within thirty (30) days after receipt of written notice thereof, the non-breaching party, at their option, may elect to terminate this Lease and recover any damages or pursue any other remedy available under Idaho law by reason of such breach.

10. **Assignment.** This Agreement may not be assigned by Lessee without the express written consent of Lessor.

11. **Attorney Fees.** In the event of any litigation over this Lease the prevailing party shall be entitled to recover reasonable attorney fees and costs.

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

LESSOR:

FMC IDAHO, L.L.C.

By Rob J. Hartman
Rob J. Hartman
Vice President
Date: May 22, 2002

LESSEE:

AMERICAN FALLS-ABERDEEN AREA GROUND WATER DISTRICT

By_____
KEVIN MICHAELSON, President
Date:

BINGHAM GROUND WATER DISTRICT

By_____
CRAIG EVANS, President
Date:

BONNEVILLE-JEFFERSON GROUND WATER DISTRICT

By_____
WILLIAM TAYLOR, President
Date:

LESSOR:

FMC IDAHO, L.L.C.

By_____
Rob J. Hartman
Vice President
Date:

LESSEE:

AMERICAN FALLS-ABERDEEN AREA GROUND WATER DISTRICT

By Kevin Michaelson
KEVIN MICHAELSON, President
Date: 5-22-02

BINGHAM GROUND WATER DISTRICT

By Craig B Evans
CRAIG EVANS, President
Date: May 22, 2002

BONNEVILLE-JEFFERSON GROUND WATER DISTRICT

By William L Taylor
WILLIAM TAYLOR, President
Date: May 22, 2002

2004 MAR 22 PM 02:00
DISTRICT COURT - SRBA
TWIN FALLS CO., IDAHO
FILED _____

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS

In Re SRBA	)	PARTIAL DECREE PURSUANT TO I.R.C.P. 54(b) FOR
	)	
Case No. 39576	)	Water Right 29-02284
	)	

NAME AND ADDRESS: F M C CORP
PO BOX 4111
POCATELLO, ID 83202

SOURCE: GROUND WATER

QUANTITY: 4.50 CFS
3257.90 AFY

PRIORITY DATE: 03/02/1949

POINT OF DIVERSION: T06S R33E S12 SESESW Within Power County
S13 NENWNW

PURPOSE AND PERIOD OF USE:

PURPOSE OF USE	PERIOD OF USE	QUANTITY
Industrial	01-01 TO 12-31	4.50 CFS 3257.90 AFY

PLACE OF USE: Industrial

		Within Power County
T06S R33E S12	SWSW	SESW
	SWSE	SESE
S13	NENE	NWNE
	SWNE	SENE
	NENW	NWNW
	SWNW	SENW
	NESE	NWSE

OTHER PROVISIONS NECESSARY FOR DEFINITION OR ADMINISTRATION OF THIS WATER RIGHT:

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John M. Melanson
Presiding Judge of the
Snake River Basin Adjudication

2004 MAR 22 PM 02:00
DISTRICT COURT - SRBA
TWIN FALLS CO., IDAHO
FILED _____

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS

In Re SRBA	)	PARTIAL DECREE PURSUANT TO
	)	I.R.C.P. 54(b) FOR
Case No 39576	)	
	)	Water Right 29-02301

NAME AND ADDRESS: F M C CORP
PO BOX 4111
POCATELLO, ID 83202

SOURCE: GROUND WATER

QUANTITY: 4.00 CFS
2895.90 AFY

PRIORITY DATE: 04/24/1951

POINT OF DIVERSION: T06S R33E S13 NWNWNE NWNWNW Within Power County

PURPOSE AND PERIOD OF USE:

PURPOSE OF USE	PERIOD OF USE	QUANTITY
Industrial	01-01 TO 12-31	4.00 CFS 2895.90 AFY

PLACE OF USE: Industrial — Within Power County

T06S R33E S12	SWSW	SESW
	SWSE	SESE
S13	NENE	NWNE
	SWNE	SENE
	NENW	NWNW
	SWNW	SENW
	NESE	NWSE

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John M. Melanson
Presiding Judge of the
Snake River Basin Adjudication

Form No. 42-1409 (2) a 1/88 (Internet)

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS

CIVIL CASE NUMBER: 39576

Ident. Number _____

Date Received _____

Receipt Number _____

IN RE THE GENERAL ADJUDICATION OF RIGHTS TO THE USE OF WATER FROM THE SNAKE RIVER BASIN WATER SYSTEM

NOTICE OF CLAIM TO A WATER RIGHT

ACQUIRED UNDER STATE LAW

Please type or print clearly

1. Name of Claimant (s) FMC Corporation Phone (208) 236-8216

   Mailing Address P.O. Box 4111, Pocatello, ID Zip 83205

2. Date of Priority (Only one (1) per claim) September 1, 1953

3. Source of water supply (a) groundwater

   which is tributary to (b) _____

4. a. Location of existing point of diversion is: Township 06S Range 33E Section 12,

   _____ 1/4 of NE 1/4 of SE 1/4, Govt. Lot, _____ B.M., County of Power

   Additional points of diversion if any: _____

   b. If instream flow, beginning point of claimed instream flow is:

   Township _____ Range _____ Section _____, _____ 1/4 of _____ 1/4 of _____ 1/4,

   Govt. Lot _____ B.M., County of _____

   ending point is: Township _____ Range _____ Section _____, _____ 1/4 of _____ 1/4 of

   _____ 1/4, Govt. Lot _____ B.M., County of _____

5. Description of existing diversion works (Dams, Reservoirs, Ditches, Wells, Pumps, Pipelines, Headgates, Etc), including the dates of any changes or enlargements in use, the dimensions of the diversion works as constructed and as enlarged and the depth of each well.

   1 well (#11), pumps, pipes

6. Water is claimed for the following purposes:

		(both dates are inclusive)			(cfs)		(acre feet)
For Commercial	purposes from	1/01	to	12/31	amount 1.100	or	
For	purposes from		to		amount	or	
For	purposes from		to		amount	or	
For	purposes from		to		amount	or	

7. Total quantity claimed (a) 1.100 (cfs) and/or (b) _____ (acre feet)

8. Total consumptive use claimed is _____ acre feet per annum.

9. Non-irrigation uses; describe fully (eg. Domestic: Give number of households served; Stockwater: Type and number of livestock Etc.) _____

10. Description of place of use:
    a. If water is for irrigation, indicate acreage in each subdivision in the tabulation below.
    b. If water is used for other purposes, place a symbol of use (example: D for Domestic) in the corresponding place of use below. See instructions for standard symbols.

TWP	RNG	SEC	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE1/4	NW1/4	SW1/4	SE1/4	NE1/4	NW1/4	SW1/4	SE1/4	NE1/4	NW1/4	SW1/4	SE1/4	NE1/4	NW1/4	SW1/4	SE1/4	
6S	33E	12	-			C													

Total number of acres irrigated ~~0~~ Commercial use

11. In which county (ies) are lands listed above as place of use located? Power

12. Do you own the property listed above as place of use? Yes X No _____
    If your answer is No, describe in Remarks below the authority you have to claim this water right.

13. Describe any other water rights used at the same place and for the same purposes as described above. or None ( )
    _____

14. Remarks:
    _____

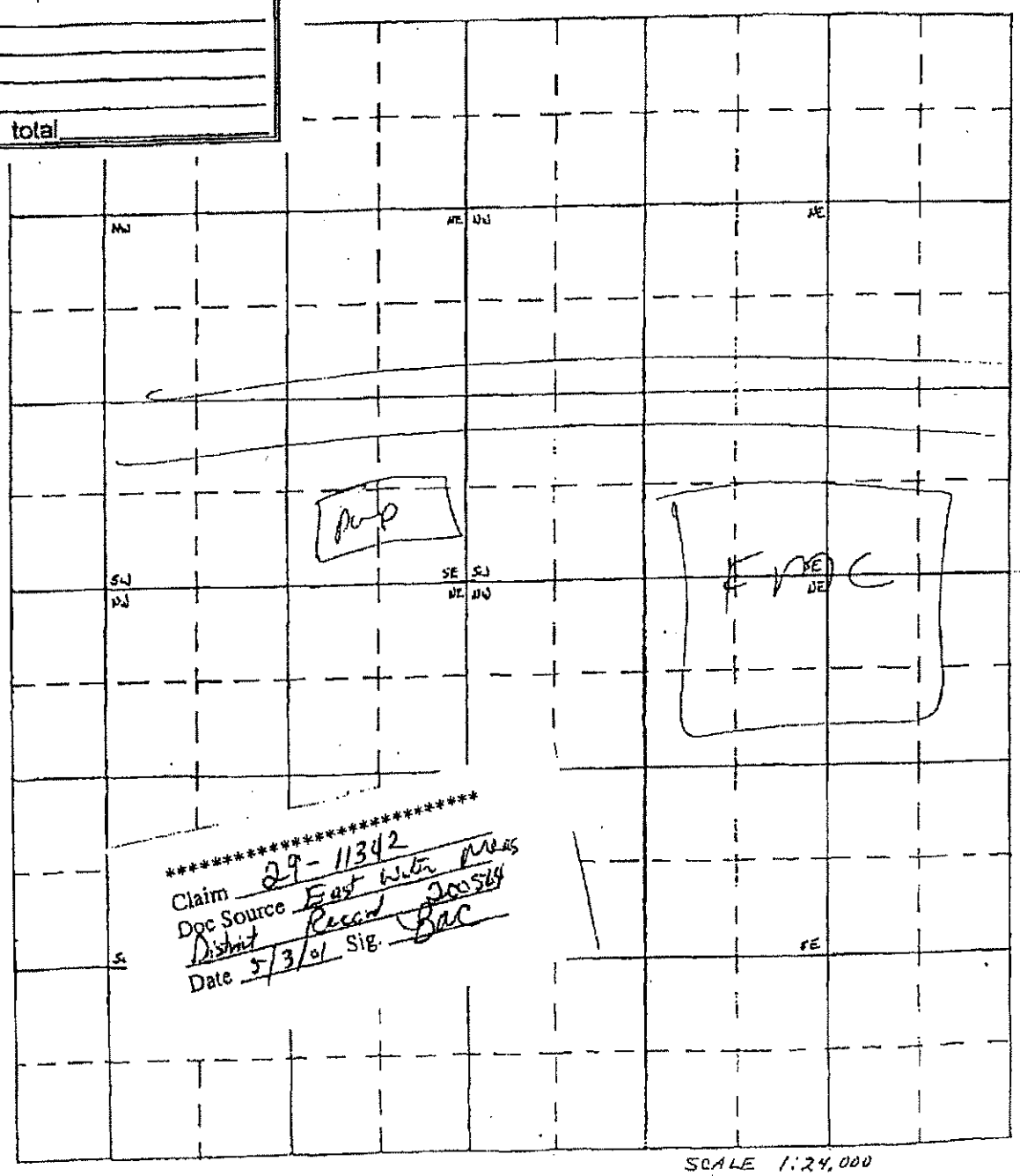
Last Name _____ Ident No. _____

EASTERN WATER MEASUREMENT DISTRICT

SUPPLEMENTAL DATA FORM A

SKETCH OF IRRIGATED LANDS AND MAJOR COMPONENTS OF DELIVERY SYSTEM/S

crop	acres
1	
2	
3	
4	
total	



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Claim 29-11342
Doc Source East Water Meas District Record 200564
Date 5/3/01 Sig. BAC

SCALE 1:24,000

15. Basis of Claim (check one) Beneficial Use _____ Posted Notice _____ License X Permit G24451
Decree _____
If applicable provide IDWR Water Right Number _____
Court _____ Case Number _____ Decree Date _____
Plaintiff vs Defendant _____

16. Signature (s)
(a.) By signing below, I/We acknowledge that I/We have received, read, and understand the form entitled "How you will receive notice in the Snake River Basin Adjudication." (b.) I/We do _____ do not _____ wish to receive and pay a small annual fee for monthly copies of the docket sheet.
Number of attachments _____

For Individuals: I do solemnly swear or affirm that the statements contained in the foregoing document are true and correct.
Signature of Claimant (s) _____ Date _____
_____ Date _____

For Organizations: I do solemnly swear or affirm that I am Vice President (Title) of FMC Idaho LLC (Organization), that I have signed the foregoing document in the space below as Vice President (Title) of FMC Idaho LLC (Organization) and that the statements contained in the foregoing document are true and correct.

Signature of Authorized Agent [signature]
Title and Organization Vice President, FMC Idaho LLC Date May 9, 2005

State of Idaho/or _____)
) SS.
County of Bannock)

Subscribed and sworn (or affirmed) before me this 9th day of May 2005

SEAL — ROBERTH NOTARY PUBLIC STATE OF IDAHO

Notary Public [signature]
Residing at Bannock County
My Commission Expires 6/16/09
Please Print Name

17. Notice of Appearance
Notice is hereby given that I, Shelley M. Davis will be acting as attorney at law on behalf of the claimant signing above, and that all notices required by law to be mailed by the director to the claimant signing above should be mailed to me at the address listed below.

Signature [signature]
Address Barker Rosholt & Simpson, LLP P.O. Box 2139, 205 N. 10th St., Ste 520 Boise, ID 83701-2139
Date 5/9/05

Last Name _____ Ident. Number _____