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Attorneys for Idaho Ground Water Appropriators (IGWA)

BEFORE DEPARTMENT OF WATER RESOURCES

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

Docket No.: CM-DC-2010-001

**SUPPLEMENT TO IGWA'S
NOTICE OF SECURED WATER**

Idaho Ground Water Appropriators, Inc. ("IGWA"), acting for and on behalf of its members, hereby supplements its *Notice of Water Secured and Renewed Request for Stay* filed May 13, 2010, by 1) providing copies of its water agreements for the Director's review, and 2) specifying the amount of water pledged to the SWC delivery call, as requested by the Director's *Order Regarding Filing Deficiency of IGWA's Notice of Secured Water* filed May 14, 2010.

As stated in the *Notice of Water Secured*, IGWA has presently secured in writing 68,000 acre-feet of water. Attached hereto as Exhibit A are nine written commitments¹ that collectively provide the 68,000 acre-feet. A minimum of 53,000 acre-feet of this water is pledged to the SWC delivery call. IGWA continues to labor diligently to secure additional water, and IGWA

¹ Confidential information is redacted from the documents.

expects to be able to provide additional water to the SWC delivery call, as explained in IGWA's *Notice of Water Secured and Renewed Request for Stay*.

Since curtailment will unquestionably cause severe and irreparable harm, and since it is highly likely that IGWA will be able to secure additional water for the SWC delivery call, which will thereby make curtailment futile, IGWA again urges the Director to stay enforcement of the As-Applied Order.

RESPECTFULLY SUBMITTED this 14th day of May, 2010.


THOMAS J. BUDGE

CERTIFICATE OF SERVICE

I hereby certify that on this 13th day of May, 2010, I served a true and correct copy of the foregoing by delivering it to the following individuals by the method indicated below, addressed as stated:

<p>Gary Spackman, Interim Director Idaho Department of Water Resources P.O. Box 83720 Boise, Idaho 83720-0098 Fax: 208-287-6700 gary.spackman@idwr.idaho.gov garrick.baxter@idwr.idaho.gov chris.bromley@idwr.idaho.gov</p>	<p><input checked="" type="checkbox"/> U.S. Mail <input type="checkbox"/> Facsimile <input type="checkbox"/> Overnight Mail <input type="checkbox"/> Hand Delivery <input checked="" type="checkbox"/> Email</p>
<p>C. Tom Arkoosh Arkoosh Law Offices, Chtd. 301 Main Street; P.O. Box 32 Gooding, ID 83330 tarkoosh@capitolawgroup.net</p>	<p><input checked="" type="checkbox"/> U.S. Mail <input type="checkbox"/> Facsimile <input type="checkbox"/> Overnight Mail <input type="checkbox"/> Hand Delivery <input checked="" type="checkbox"/> Email</p>
<p>W. Kent Fletcher Fletcher Law Office P.O. Box 248 Burley, Idaho 83318-0248 wkf@pmt.org</p>	<p><input checked="" type="checkbox"/> U.S. Mail <input type="checkbox"/> Facsimile <input type="checkbox"/> Overnight Mail <input type="checkbox"/> Hand Delivery <input checked="" type="checkbox"/> Email</p>
<p>John A. Rosholt John K. Simpson Travis L. Thompson Barker, Rosholt & Simpson 113 Main Avenue W., Ste 303 Twin Falls, ID 83301-6167 jar@idahowaters.com jks@idahowaters.com tlt@idahowaters.com</p>	<p><input checked="" type="checkbox"/> U.S. Mail <input type="checkbox"/> Facsimile <input type="checkbox"/> Overnight Mail <input type="checkbox"/> Hand Delivery <input checked="" type="checkbox"/> Email</p>
<p>Kathleen Marion Carr U.S. Department of the Interior 960 Broadway, Ste 400 Boise, Idaho 83706 kathleenmarion.carr@sol.joi.gov</p>	<p><input checked="" type="checkbox"/> U.S. Mail <input type="checkbox"/> Facsimile <input type="checkbox"/> Overnight Mail <input type="checkbox"/> Hand Delivery <input checked="" type="checkbox"/> Email</p>

<p>David W. Gehlert Natural Resources Section Environment and Natural Resources Division U.S. Dept of Justice 1961 Stout St., 8th Floor Denver, CO 80294 david.gehlert@usdoj.gov</p>	<p><input checked="" type="checkbox"/> U.S. Mail <input type="checkbox"/> Facsimile <input type="checkbox"/> Overnight Mail <input type="checkbox"/> Hand Delivery <input checked="" type="checkbox"/> Email</p>
<p>Matt J. Howard U.S. Bureau of Reclamation Pacific Northwest Region 1150 N. Curtis Road Boise, ID 83706-1234 mhoward@pn.usbr.gov</p>	<p><input checked="" type="checkbox"/> U.S. Mail <input type="checkbox"/> Facsimile <input type="checkbox"/> Overnight Mail <input type="checkbox"/> Hand Delivery <input checked="" type="checkbox"/> Email</p>
<p>Sarah H. Klahn Mitra Pemberton White & Jankowski 511 16th Street, Ste 500 Denver, CO 80202 sarahk@white-jankowski.com</p>	<p><input checked="" type="checkbox"/> U.S. Mail <input type="checkbox"/> Facsimile <input type="checkbox"/> Overnight Mail <input type="checkbox"/> Hand Delivery <input checked="" type="checkbox"/> Email</p>
<p>Michael C. Creamer Jeffrey C. Fereday Givens Pursley P.O. Box 2720 Boise, Idaho 83701-2720 mcc@givenspursley.com jcf@givenspursley.com</p>	<p><input checked="" type="checkbox"/> U.S. Mail <input type="checkbox"/> Facsimile <input type="checkbox"/> Overnight Mail <input type="checkbox"/> Hand Delivery <input checked="" type="checkbox"/> Email</p>
<p>Dean Tranmer City of Pocatello P.O. Box 4169 Pocatello, Idaho 83205 dtranmer@pocatello.us</p>	<p><input checked="" type="checkbox"/> U.S. Mail <input type="checkbox"/> Facsimile <input type="checkbox"/> Overnight Mail <input type="checkbox"/> Hand Delivery <input checked="" type="checkbox"/> Email</p>

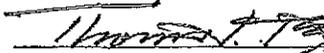

Thomas J. Budge

EXHIBIT A
Written Commitments

LEASE SUMMARY:
Lease No. 2006-1

Lessor: [REDACTED]
Contract Nos. [REDACTED]

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 Contract No. (Bureau of Reclamation)	Quantity CFS/AF
[REDACTED]	20,000 AF

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

1.1 Either party may reduce the quantity of leased water to as low as 10,000 AF by providing the other party written notice of the amount of the reduction down to the minimum no later than May 1.

2. **Term.** The term of this Lease shall be for a term of one (1) year, commencing February 1, 2006, and terminating on January 31, 2007. Thereafter, this Lease will be automatically renewed and extended for successive additional one (1) year terms, unless and until terminated by either party upon written notice provided on or before February 1.

3. **Rent.** For the use of the leased water rights Lessee shall pay to Lessor rent annually in an amount equal to [REDACTED]. The rent shall be paid one-half on May 1 and one-half on November 1.

3.1 Lessee 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 owner 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 11.1 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 17 day of May, 2006.

LESSEE:

IDAHO GROUND WATER
APPROPRIATORS, INC.

By: _____
Tim Deeg, President

Attest: _____

LESSOR:

By: _____

Attest: _____

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 11.1 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 19th day of MAY, 2006.

LESSEE:

IDAHO GROUND WATER
APPROPRIATORS, INC.

By: 
Tim Deeg, President

Attest: _____

LESSOR:



By: _____


Attest: _____

STORAGE WATER OPTION

The undersigned Lessor-Reservoir Spaceholder hereby grants to IGWA an Option to Lease the following quantities of storage water for the 2010 irrigation season:

1,000 AF minimum per Lease Agreement at [REDACTED]

_____ AF additional at [REDACTED]

_____ AF additional at [REDACTED]

_____ AF additional at [REDACTED]

9,000 AF additional at [REDACTED]

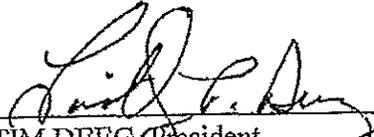
10,000 TOTAL

DATED: 5-4-2010

[REDACTED]

By: [REDACTED] Chairman
[REDACTED]
[REDACTED]

IGWA'S ACCEPTANCE OF OFFER:



TIM DEEG, President,
Idaho Ground Water Appropriators, Inc.

INSTRUCTIONS:

1. *Fill in blank(s) for all quantities offered at each price.*
2. *Offers will be accepted from all Offerors starting at the lowest price and working upward.*
3. *Sign and return original.*
4. *IGWA will sign and return accepted offers.*

STORAGE WATER OPTION

The undersigned Lessor-Reservoir Spaceholder hereby grants to IGWA an Option to Lease the following quantities of storage water for the 2010 irrigation season:

5,000 AF minimum per Lease Agreement at [REDACTED]

5,000 AF additional at [REDACTED]

_____ TOTAL

DATED: 5/4/2010

[REDACTED]

By [REDACTED] President

IGWA'S ACCEPTANCE OF OFFER:

[Signature]
TIM DEEG, President,
Idaho Ground Water Appropriators, Inc.

INSTRUCTIONS:

1. Fill in blank(s) for all quantities offered at each price.
2. Offers will be accepted from all Offerors starting at the lowest price and working upward.
3. Sign and return original.
4. IGWA will sign and return accepted offers.

STORAGE WATER OPTION

The undersigned Lessor-Reservoir Spaceholder hereby grants to IGWA an Option to Lease the following quantities of storage water for the 2010 irrigation season:

500 AF minimum per Lease Agreement at [REDACTED]

_____ AF additional at [REDACTED]

_____ AF additional at [REDACTED]

500 AF additional at [REDACTED]

_____ AF additional at [REDACTED]

_____ TOTAL

DATED: 5/5/10

[REDACTED]

By _____

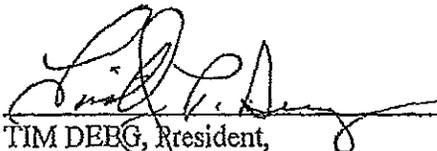
[REDACTED SIGNATURE]

[REDACTED]

[REDACTED]

[REDACTED]

IGWA'S ACCEPTANCE OF OFFER:



TIM DEEG, Resident,
Idaho Ground Water Appropriators, Inc.

INSTRUCTIONS:

1. *Fill in blank(s) for all quantities offered at each price.*
2. *Offers will be accepted from all Offerors starting at the lowest price and working upward.*
3. *Sign and return original.*
4. *IGWA will sign and return accepted offers.*

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

May 12, 2010

To whom it may concern:

At the monthly board meeting of the [REDACTED], held May 4, 2010, it was approved to make available for the lease of 7,000 A/F of water to IGWA, for the 2010 Irrigation season.

Thank You,

[REDACTED]

[REDACTED]-Sec.

[REDACTED]

[REDACTED]

[REDACTED]

OFFICE OF THE SECRETARY-TREASURER



May 11, 2010

Lynn Tominoga
IGWA Representative

Lynn,

At today's Board meeting, the Directors of [REDACTED], unanimously agreed to make 5000 acre feet of water available for lease to Idaho Ground Water Appropriators at [REDACTED] acre foot for 2010.

[REDACTED]
[REDACTED] Manager
[REDACTED]

STORAGE WATER OPTION

The undersigned Lessor-Reservoir Spacasholder hereby grants to IGWA an Option to Lease the following quantities of storage water for the 2010 irrigation season:

- _____ AF minimum per Lease Agreement at _____
- _____ AF additional at _____
- _____ TOTAL

DATED: 5-17-2010

5,000 A.F. at _____
paying all fees. Contract for 2010 only

By _____

IGWA'S ACCEPTANCE OF OFFER:

Tim Derg
TIM DERG, President,
Idaho Ground Water Appropriators, Inc.

INSTRUCTIONS:

1. Fill in blank(s) for all quantities offered at each price.
2. Offers will be accepted from all Offerors starting at the lowest price and working upward.
3. Sign and return original.
4. IGWA will sign and return accepted offers.

STORAGE WATER OPTION

The undersigned Lessor-Reservoir Spaceholder hereby grants to IGWA an Option to Lease the following quantities of storage water for the 2010 irrigation season:

_____ AF minimum per Lease Agreement at _____

_____ AF additional at _____

_____ AF additional at _____

_____ AF additional at _____

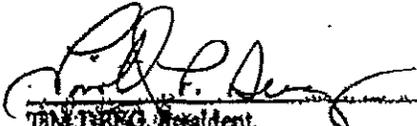
~~10,000~~ AF additional at _____

~~10,000~~ TOTAL

DATE: 5-19-10

By _____

IGWA'S ACCEPTANCE OF OFFER:



Paul F. Deery, President,
Idaho Ground Water Appropriators, Inc.

TERMS AND CONDITIONS:

1. ~~Pay to blank(s)~~ for all quantities offered at each price.
2. Offers will be accepted from all Offerors starting at the lowest price and working _____
3. _____ will return original.
4. _____ will sign and return accepted offers.

STORAGE WATER OPTION

The undersigned Lessor-Reservoir Spaceholder hereby grants to IGWA an Option to Lease the following quantities of storage water for the 2010 irrigation season:

7000 AF at [REDACTED]

3,000 AF minimum per Lease Agreement at [REDACTED]

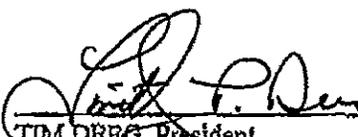
_____ AF additional at [REDACTED]

_____ TOTAL

DATED: 5/13/10

[REDACTED]
By: [REDACTED]

IGWA'S ACCEPTANCE OF OFFER:


TIM DEEG, President,
Idaho Ground Water Appropriators, Inc.

INSTRUCTIONS:

1. Fill in blank(s) for all quantities offered at each price.
2. Offers will be accepted from all Offerors starting at the lowest price and working upward.
3. Sign and return original.
4. IGWA will sign and return accepted offers.

[REDACTED]