

## NON-PUMPING AGREEMENT

This Non-Pumping Agreement ("Agreement") is made and entered into on this 1 day of April, 2026, by and between David and Katie Ball ("Members"), and JEFFERSON CLARK GROUND WATER DISTRICT ("JCGWD"), collectively referred to as "Parties".

WHEREAS, Members are allocated 3,876.365 acre feet of diverted usage under JCGWD's current annual allocation plan.

WHEREAS, Members intend to maintain 100 acre feet of diverted usage allocation to be used on Members one pivot located to the west and on their own well.

WHEREAS, the remaining 3,776.365 acre feet of Members annual authorized diverted usage will be sold to the District at \$55 per acre foot.

WHEREAS, JCGWD is required to mitigate the impacts to the ground water aquifer caused by its members pumping and one manner of mitigation is to curtail any pumping from certain valid ground water rights within JCGWD's boundary.

WHEREAS, Members own the certain ground water rights and have historically diverted the same on lands within the border of JCGWD as designated as authorized places of use: See Attached Exhibit "A" (hereafter "Water Source").

WHEREAS, Members and JCGWD wish to enter into an agreement pursuant to which Members agree not to exercise their right to pump water from the Water Source in exchange for payment by JCGWD.

NOW, THEREFORE, the Parties agree as follows:

1. **Non-Pumping Obligation:** Members agree not to pump water from the Water Source during the term of this Agreement.
2. **Term:** This Agreement shall commence on the date first written above and shall continue for a period of one year, unless terminated earlier pursuant to the terms of this Agreement.
3. **Payment:** In exchange for Member's non-pumping obligation, JCGWD agrees to pay Members the sum of \$207,700.08. Half of the total payment will be due upon execution of this Agreement, the other half will be due on September 15, 2025.
4. **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the state of Idaho.
5. **Entire Agreement:** This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements and understandings, whether written or oral, relating to the subject matter of this Agreement.

6. Amendments: This Agreement may be amended or modified only in writing signed by both Parties.
7. Counterparts: This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

**David Ball**

Signature: David L. Ball

Print Name: David L. Ball

**Katie Ball**

Signature: Katie Ball

Print Name: Katie Ball

**JCGWD**

BY: Kirk Jacobs: Chairman

Signature: Kirk M. Jacobs

Print Name: Kirk M. Jacobs

Exhibit "A"

Wells that Members will not operate:

WMIS Nos.:

300367

300407

300408

300411

300412

*WMIS No. 1000045 will operate and be allowed 100 acre feet of diverted usage during the 2025 season*

*20 acre feet of water usage may be used out of the WMIS Nos. listed above to water trees near the Members home and will count towards the 100 acre feet of diverted usage.*

Water Right Nos. that Members will set aside for mitigation purposes resulting in no diverted usage:

31-2352C

31-2352D

31-10444

31-2396

31-12331

31-12332

*Water Right 31-2282B will not be set aside and will be diverted and used to irrigate the one pivot that will be in operation.*