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*Also Licensed in Missouri & Kansas
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June 25, 2007

RECEIVED
JUN 27 2007
DEPARTMENT OF
WATER RESOURCES

Garrick Baxter
Idaho Department of Water Resources
PO Box 83720
Boise, ID 83720-0098

RE: Permission to File Late Notice of Claim for Claim No. 75-14465

Dear Garrick:

We are enclosing copies of some materials which appear to relate to the construction of the reservoir used by the Idaho Arrowhead Water District for which we have filed the recent Motion. As you are aware, we filed the Motion to File Late Notice of Claim with the Notice of Claim asserting a priority for the reservoir in 1985. This date was based on the USGS quad map you sent to us showing the photography for the map had been done in 1985.

Our clients have found some old records which appear to corroborate this time, or even suggest the date of construction was earlier than 1985. They include the following:

1. Letter from James C. Herndon on behalf of Dale Smedley, dated July 18, 1978, referencing an application No. 75-7100 which he refers to as "storage application". We have checked IDWR records available on the Internet, but there are no portions of the file for 75-7100 available there. We do not know whether there might be some helpful information in that file, but we suggest someone ought to review it to see what is there.
2. "Agreement", dated July 11, 1984, which references "storage capacity in the form of reservoirs have been created".
3. Warranty Deed dated August 1, 1984, which refers to an "open reservoir", as if it were already in existence.

We will keep looking, but perhaps these documents will be useful in the Department's examination of this late claim. Thank you for your continued assistance.

Garrick Baxter
Idaho Department of Water Resources
June 25, 2007
Page 2 of 2

Yours very truly,

A handwritten signature in cursive script, appearing to read "Kent", written in dark ink.

Kent W. Foster

Enclosures

G:\WPDATA\KWF\7557 Arrowhead Water District\Garrick Baxter ltr 062507.wpd\cdv

JAMES C. HERNDON

HERNDON HOTEL BLOCK

P. O. BOX 729

SALMON, IDAHO 83467

J. CHARLES HERNDON [1911-1988]

Department of Water Resources

Eastern District Office

TELEPHONE 756-2412

AREA CODE 208

July 18, 1978

State of Idaho
Department of Water Resources
1515 Lincoln Road
Idaho Falls, Idaho 83401

Attention: Ernest M. Carlsen
Water Resource Agent

Re: Application #75-7100 Dale T. Smedley
(Storage application)

Application #75-0021 Dale T. Smedley
(Ground water application)

Gentlemen:

This letter is to request formal hearings on Mr. Smedley's applications for storage and for well water. Informal hearings were held in Salmon sometime ago, but apparently no formal action has been taken.

Mr. Smedley asks that he be granted a permit to store irrigation waters from Pollard Creek, a tributary of Jessee Creek, at two locations, one in the SWSE of Section 2, and one in the SE~~1~~SE~~1~~4, Section 2, Township 21 North, Range 21 East, Boise Meridian. The waters to be stored are already decreed to Mr. Smedley. His storage facility is less than twenty (20) feet high and would store waters not exceeding fifty (50) acre feet.

The application for the well is an application for domestic water for culinary purposes. The well is situated between residents owned by the applicant and the protestors' points of diversion.

It appears to us that neither the storage facility nor the well will interfere with any substantive rights of either protestor. However, there is a need that the matter be resolved as soon as possible.

Very truly yours,

James C. Herndon
JAMES C. HERNDON

JCH/lsm

cc: Sherman F. Furey, Jr.
Fred Snook

RECEIVED

AGREEMENT

THIS AGREEMENT is entered into this 11 day of July 1984, by and between IDAHO ARROWHEAD WATER DISTRICT, a court ordered, adjudged and decreed entity, acting by and through the undersigned, constituting all of the members of the Administrative Control Board of Idaho Arrowhead Water District (hereinafter "The District"), SMEDLEY DEVELOPMENT COMPANY, of 747 East Hiway 193, Layton, Utah 84041 (hereinafter "Smedley").

Recitals:

1. Idaho Arrowhead Water District is a court ordered, adjudged and decreed entity organized in Salmon, Idaho. The Administrative Control Board of the District consist of James Jones, Talona Jones , Van Woodward, Margareta Woodward, and Beverly Jones as Secretary/Treasurer. The Administrative Control Board is the body authorized to contract on behalf of the District. Storage capacity in the form of reservoirs have been created, three (3) wells have been drilled on a lot 300 x 300 which the District owns, a pipeline distribution system has been partially installed to serve development phases and parcels of Smedley property, and there will be available to the District by reason of this agreement, other sources of water beyond wells, to-wit: 100 inches of Jesse Creek decreed water, 15 inches of purchased Jesse Creek Buck Reddington water, five inches of other decreed (Pollard) Jesse Creek water, which said water will become the property of the District by deed or contract with Smedley.

2. The District may be petitioned to provide water to others in addition to Smedley Sub-Division phases. These petitions for water will be reviewed and approved by the District on an individual basis when water and delivery systems are available and in place to provide necessary hook-ups.

3. The Water district will charge a hook-up fee for homes served with said fee to be utilized to pay for labor and material for hook-up including excavation, installation and water meter costs. Hook-up fees will also provide a cash reserve for emergencies, and use as required in administration of district responsibilities. Smedley

4. Smedley will provide a source of water and a distribution system for delivery of water to each lot and parcel of property to be served by the water district.

NOW THEREFORE, for ten dollars (\$10.00) and other good and valuable consideration, it is hereby agreed between the parties as follows:

- a. 100 inches of decreed Jesse Creek water
- b. 15 inches of decreed Jesse Creek water
purchased from Buck Reddington
- c. 5 inches of (Pollard) Jesse Creek decreed water
- d. Four (4) 100,000 gallon cement reservoirs
- e. One (1) open reservoir at the head of Phase II

Estates Sub-Division

3. The District agrees to maintain reservoirs, pumps and pipeline distribution system installed by Smedley. In order to provide funds for maintenance and up-keep, the District will levy monthly or annual assessments for use of the water within the District.

4. Notwithstanding the foregoing provisions of this agreement, it is agreed that no new source of water will be added to the existing water facilities of the Idaho Arrowhead Water District until that source has been proven by the Idaho State Engineer's Office to be sufficient quantity and quality to be allowed into a community distribution system. If following hook-up, the water source developed by Smedley drops below state requirements, Smedley will be responsible to effect a continuance of that source, and to provide additional water capacity to maintain the level of service which at that time would be required.

5. Smedley agrees to warrant and guarantee any well, pump, pipeline and reservoir installation thereof, for a period of one (1) year from date of completion of installation of such facilities or the date on which they are placed in use as part of the District's water system.

6. If either party defaults in any of the covenants or agreements herein contained, the defaulting party shall pay all costs and expenses including a reasonable attorney's fee incurred by the other party in enforcing its rights arising under this agreement, whether such enforcement is a means in a court of law or otherwise.

7. This Agreement constitutes the entire agreement between the parties, and all prior agreements, negotiations, oral understandings and other undertakings between parties with respect to the subject matter of this Agreement are expressly incorporated herein. This Agreement shall be construed under the laws of the State of Idaho and shall be binding upon heirs, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

STATE OF IDAHO) ss NO. 127226
COUNTY OF LEMHI)

This instrument was filed for record at the request of
Eugene Jones

9:26 A M. Sept. 16 19 85

and duly filed and indexed in the
AGREEMENTS Records of Lemhi County.

Idaho.

Alberta Wiederrick

Ex-Officio Recorder

By Eugene Jones Deputy

\$6.00 pd.

Eugene Jones;
180 E., 2230 N., apt. 4
Provo, Ut. 84604

IDAHO ARROWHEAD WATER DISTRICT
Administrative Control Board

Eugene Jones

Margaret J. Woodward

Van J. Woodward

Beverly K. Jones

SMEDLEY DEVELOPMENT COMPANY INDEXED

By Dale Smedley
Dale T. Smedley, General Partner

Microfilm ☐ Indexed ☐ Compared ☐ Abstracted ☐ 100 NOT WRITE ABOVE THIS LINE

WARRANTY DEED

Dale T. Smedley and Helen B. Smedley
of Mountain Green County of Morgan
hereby CONVEYS, GRANTS and WARRANTS TO THE IDAHO ARROWHEAD WATER DISTRICT

GRANTOR(S)
State of ~~Idaho~~ Utah

whose current address is 105 Arrowhead Drive, Salmon, Idaho 83467
for the sum of Dollars (\$)

GRANTEE(S)

the following ~~water rights~~ water rights.
County, State of Idaho:
1. 15 inches of water Smedley purchased from John (Buck) Reddington (part of 30 inches Ostrander right) as contained in Jesse Creek, Water decree No. 1 dated Sept. 30, 1893 with priority date of 1888.
2. 5 inches of water Sophronia Pollard right as contained in Jesse Creek. Water decree No. 1 dated Sept. 30, 1893, with a priority date of 1883.
3. 100 inches of water Sophronia Pollard right contained in Jesse Creek. Water decree No. 1 dated Sept. 30, 1893, with a priority date of 5-1, 1889.
4. The right to store and use irrigation water in the Smedley open reservoir in S W 1/4 of S E 1/4 of Section 2 adjoining the upper South West part of Smedley Estates Sub-division, Phase II. This water is to be used for a secondary (irrigation) water system to be administered by The Idaho Arrowhead Water District.
5. The right to store and use Culinary water in (4) 100,000 gallon cement water storage tanks, (2) of which are located in Phase II, Smedley Estates Sub-Division, NW 1/4 of SW 1/4 Section 1 and (2) which are located on the high bench area NW 1/4 of NE 1/4 Section II of Smedley Ranch. This water is to be used for culinary water system administered by The Idaho Arrowhead Water District.
6. Idaho Arrowhead Water District agrees to the continued use of water in excess of it's needs by the Ranch as in the past until water is required by The Idaho Arrowhead Water District.

~~Execution of above described instrument~~

House No. Street
WITNESS the hand of said Grantors this 12 day of Aug. A.D. 1984
Dale T. Smedley
Helen B. Smedley

(NOTARY SEAL)
State of ~~Idaho~~ Utah
County of ~~Davis~~ } ss. On the 1st day of Aug. A.D. 1984
personally appeared before me Dale T. Smedley and Helen B. Smedley
the signer(s) of the within instrument, who duly acknowledged to me that they executed the same.
Margaret R. [Signature]
Residing at: Syracuse, Utah My Commission expires: Jan. 9, 1988

MAIL DEED TO:
MAIL TAX NOTICE TO:
Name
Address
City & State Zip

No. 177513

WARRANTY DEED

---70---

Dated 19

STATE OF IDAHO

County of Lehi

I hereby certify that this instrument was
filed for record at request of
Eugene Jones

at 15 minutes past 4
o'clock Oct. M. the 4 day
of Oct. A.D. 19 85

in my office, and duly recorded in Book
of DEEDS at page

Alberta Hiderick
Ex-Officio Recorder.

By Eugene Jones
Deputy.

Fees \$ 4.00

Eugene Jones
180 E. 2230 N. Apt. 4.
Provo, Ut. 84604