

APR 11 2019

WATER RESOURCES
WESTERN REGION

Michael P. Lawrence [ISB No. 7288]
GIVENS PURSLEY LLP
601 West Bannock Street
P.O. Box 2720
Boise, Idaho 83701-2720
Office: (208) 388-1200
Fax: (208) 388-1300
Attorneys for Protestant M3 Eagle LLC

Candice M. McHugh [ISB No. 5908]
MCHUGH BROMLEY, PLLC
380 S. 4th St., Ste. 103
Boise, Idaho 83702
Telephone: (208) 287-0991
Facsimile: (208) 287-0864
Attorneys for Applicant Dahl Sheep, LLC

**BEFORE THE DEPARTMENT OF WATER RESOURCES
OF THE STATE OF IDAHO**

IN THE MATTER OF APPLICATION
FOR PERMIT NOS. 63-34386, 63-34387, 63-
34388, 63-34389, 63-34390, 63-34391, 63-
34392, 63-34393, 63-34394, 63-34395, 63-
34396, 63-34397, 63-34398, 63-34399, AND
63-34423 IN THE NAME OF DAHL
SHEEP, LLC

JOINT MOTION TO ACCEPT
STIPULATION AND ISSUE WATER
RIGHT PERMITS

Applicant Dahl Sheep, LLC ("Dahl"), and Protestant M3 Eagle LLC ("M3 Eagle") and Chapparral Water Association ("Chapparral") (collectively, the "Parties"), hereby file this Joint Motion to Accept Stipulation and Issue Water Right Permits pursuant to Dahl's Application for Permit Nos. 63-34386, 63-34387, 63-34388, 63-34389, 63-34390, 63-34391, 63-34392, 63-34393, 63-34394, 63-34395, 63-34396, 63-34397, 63-34398, 63-34399, and 63-34423 (collectively, the "Applications"), and to the Stipulation attached hereto and incorporated herein as Exhibit A.

As set forth in Paragraph 3 of the Stipulation, the Parties request that the Applications be granted and permits issued which contain conditions substantially conforming to those specified in Paragraphs 1 and 2 of the Stipulation.

SUPPORT DATA
IN FILE # 63-34386

ORIGINAL

Dated this 28th day of March, 2019

DAHL SHEEP, LLC

By: Candice Meyers

M3 EAGLE LLC

By: AMPC

CHAPPARAL WATER ASSOCIATION

w/permission for CWT,

By: Candice Meyers

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 9th day of April, 2019, I served a true and correct copy of the foregoing document on the person(s) whose names and addresses appear below by the method indicated:

IDAHO DEPARTMENT OF WATER RESOURCES
Western Regional Office
2735 Airport Way
Boise, ID 83705-5082

☒ X Via US Mail, Postage Paid
☐ Via Facsimile
☐ Hand-Delivered
☒ X Via Email Rachel.neely@idwr.idaho.gov
☐ Other _____

Michael P Lawrence
Givens Pursley LLP
601 W Bannock St
Po Box 2720
Boise Id 83701-2720

☒ X Via US Mail, Postage Paid
☐ Via Facsimile
☐ Hand-Delivered
☒ X Via Email
☐ Other _____

▲ Chapparral Water Association
Melvin Rawlinson
9030 W Greenwillow Ln
Eagle Id 83616

☒ X Via US Mail, Postage Paid
☐ Via Facsimile
☐ Hand-Delivered
☒ X Via Email
☐ Other _____

Carolee Peterson

Michael P. Lawrence [ISB No. 7288]
GIVENS PURSLEY LLP
601 West Bannock Street
P.O. Box 2720
Boise, Idaho 83701-2720
Office: (208) 388-1200
Fax: (208) 388-1300
Attorneys for Protestant M3 Eagle LLC

Candice M. McHugh [ISB No. 5908]
MCHUGH BROMLEY, PLLC
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Boise, Idaho 83702
Telephone: (208) 287-0991
Facsimile: (208) 287-0864
Attorneys for Applicant Dahl Sheep, LLC

**BEFORE THE DEPARTMENT OF WATER RESOURCES
OF THE STATE OF IDAHO**

IN THE MATTER OF APPLICATION
FOR PERMIT NOS. 63-34386, 63-34387, 63-
34388, 63-34389, 63-34390, 63-34391, 63-
34392, 63-34393, 63-34394, 63-34395, 63-
34396, 63-34397, 63-34398, 63-34399, AND
63-34423 IN THE NAME OF DAHL
SHEEP, LLC

STIPULATION

Applicant Dahl Sheep, LLC ("Dahl"), and Protestants M3 Eagle LLC ("M3 Eagle") and Chapparral Water Association ("Chapparral") (collectively, the "Parties"), hereby enter into this Stipulation to establish terms of an agreement between them, to resolve M3 Eagle and Chapparral's protests to Dahl's Application for Permit Nos. 63-34386, 63-34387, 63-34388, 63-34389, 63-34390, 63-34391, 63-34392, 63-34393, 63-34394, 63-34395, 63-34396, 63-34397, 63-34398, 63-34399, and 63-34423 (collectively, the "Applications"), and to establish the basis for a joint motion to the Idaho Department of Water Resources ("IDWR") whereby the Parties will request that IDWR grant Dahl water right permits as requested in the Applications, but subject to certain conditions as described herein (the "Permits").

In consideration of the mutual covenants herein, the Parties hereby agree as follows:

1. Well drilling, borehole geophysical logging, and test pumping.

- a. Dahl shall ensure that each well constructed as a point of diversion under the Permits ("Well" or "Wells," as the case may be), is drilled with direct mud-rotary methods that provide an open borehole for geophysical surveys.
- b. Dahl shall provide M3 Eagle and Chapparral's hydrogeologists with ten (10) days written notice of the commencement of any Well drilling, and provide M3 Eagle's and Chapparral's hydrogeologists with an opportunity to view the drill cuttings from the boreholes to examine the drilled geologic section during Well drilling.
- c. Borehole geophysical surveys of the mud-filled boreholes on any Wells located on Lot 7 ("Lot 7 Well") and Lot 2 ("Lot 2 Well") of Moose On The Loose Subdivision, identified as parcel nos. R5818000700 and R5818000200 respectively on that certain plat recorded in the real property records of Ada County, Idaho as Instrument No. 2016-112686, a copy of which is attached hereto as Exhibit A ("Subdivision"), shall be conducted at Dahl's expense prior to casing installation over the maximum depth obtainable based upon borehole conditions at the time of well construction (and below any shallow surface casing) from land surface to the total drilled depth. The geophysical logs will include (1) natural gamma-ray, (2) single-point resistance, (3) 16'/64' normal resistivity, (4) bottom hole and fluid temperature, and (5) caliper, all of which shall be provided to M3 Eagle and Chapparral within thirty (30) days of Well drilling in hard copy and digital form with headers. Dahl shall undertake and pay for these tests for the Lot 2 Well and Lot 7 Well. If the cost of such testing for any single well reaches \$2,000, Dahl shall have no further obligation to conduct or pay for further geophysical testing on that well, but M3 Eagle and Chapparral may, at their option, conduct and pay for any of the remaining tests, in which case Dahl shall cooperate to allow them to be conducted. If M3 Eagle or Chapparral choose to conduct or pay for any remaining tests, it shall provide Dahl a copy of all test results.
- d. Upon completion of the Lot 7 Well, Dahl shall conduct a constant-rate pumping test during which the minimum pumping rate shall be the lesser of the permitted diversion rate or the maximum capacity of the well. The Lot 7 Well being tested shall be pumped at a constant discharge rate for a minimum of 8 hours and pumping water levels shall be measured every 15 minutes during the testing. M3 Eagle's hydrogeologist, currently Ed Squires of Hydro Logic, Inc. (208-631-6781; ed@hydrologicinc.net) ("HydroLogic") and Chapparral, will be notified at least 48 hours in advance of the start of any pumping test and shall be permitted to attend any and all such tests.

2. Ongoing measurement, monitoring, and reporting.

- a. Dahl shall: (1) allow M3 Eagle and Chapparral's hydrogeologists (at M3 Eagle's or Chapparral's respective expense and under a separate access agreement, which the parties shall enter into on reasonable terms in good faith) to measure groundwater levels and obtain data from the Data Logger (defined below) in the existing well ("Lot 8 Well") located on Lot 8 of the Subdivision, identified as parcel no. R5818000800 in Exhibit A, each year in February (last week) and in March (first week), with the measurements

being at least seven (7) days apart; or (2) make these two measurements itself, and at its own expense, on the same schedule should M3 Eagle or Chapparral decline to measure the water levels and collect the Data Logger data. The water level measurements and Data Logger data collection will occur for a period not greater than the later of five years after the last of the Wells authorized under the Permits is drilled or three years after Dahl submits the last proof of beneficial use for the Wells ("Measurement Period"), and in no event will more than two readings annually be required unless M3 Eagle or Chapparral desire, at their own respective cost, to more frequently obtain water level measurements and Data Logger data.

- b. Within six (6) months of filing this Stipulation with IDWR, or prior to the testing under paragraph 1.d above, whichever is sooner, Dahl shall contract with HydroLogic to: (1) at Dahl's own expense install and maintain in the Lot 8 Well a designated monitoring tube of at least one (1) inch inside diameter, Schedule 80, PVC flush-jointed pipe extending from the top of the well casing to the top of the pump bowl assembly sufficient to allow unhindered measurement of the well's water levels; and (2) install an electronic pressure-transducer / digital data-logger ("Data Logger") in the Lot 8 Well. The Parties agree to share equally the reasonable cost of such Data Logger and its installation, provided, however that in no case shall M3 Eagle's share be more than \$1,000.00. Following the Data Logger's initial installation, Dahl shall be solely responsible for its maintenance, and for paying the cost of such maintenance, to ensure its continued operation during the Measurement Period, after which time no Party shall have any continued obligation to maintain or operate the Data Logger. The Data Logger shall be calibrated to, and verified with, periodic manual water level measurements as authorized under paragraph 2.a above.
 - c. The Parties agree that any water level measurements and Data Logger data collected by either party shall be provided to the other party and to IDWR within thirty (30) days from the date of measurement or collection, and Dahl shall pay any fees required to IDWR as required under Section 42-701(6), Idaho Code.
 - d. Dahl acknowledges that ground water production under senior-priority water right permit no. 63-32573, which has not yet commenced production, may have draw down interference effects on Dahl's Wells in the future and that Dahl should take this into account in its Wells design and pump settings. By acknowledging this effect, however, Dahl does not waive any legal rights it may have to address the interference effects, including but not limited to filing water right transfer, new applications for permit or amendments thereto.
3. Permit conditions: effect of Stipulation. The Parties shall submit this Stipulation to IDWR as an exhibit to a joint motion whereby the Parties request that the Application be granted and a permit issued which contains conditions substantially conforming to those specified in paragraphs 1 and 2 above. The Parties acknowledge that IDWR may impose additional conditions. This Stipulation shall survive permit issuance and its terms shall be binding on the Parties, their successors and assigns.

DAHL SHEEP, LLC

Date: 11/14/18

By 

M3 EAGLE LLC

Date: 10-25-2018

By 

CHAPPARAL WATER
ASSOCIATION

Date: 11-13-2018

By 

EXHIBIT A

EXHIBIT A

ADA COUNTY RECORDER Christopher D Rich
BOISE IDAHO Pgs=1 LISA BATT
DAHL SHEEP LLC

2016-112688
11/21/2016 10:31 AM
AMOUNT: \$26.00



PLAT RECORDING SHEET

Digital Plat Image Available In Separate System

BOOK

PAGE

Thru

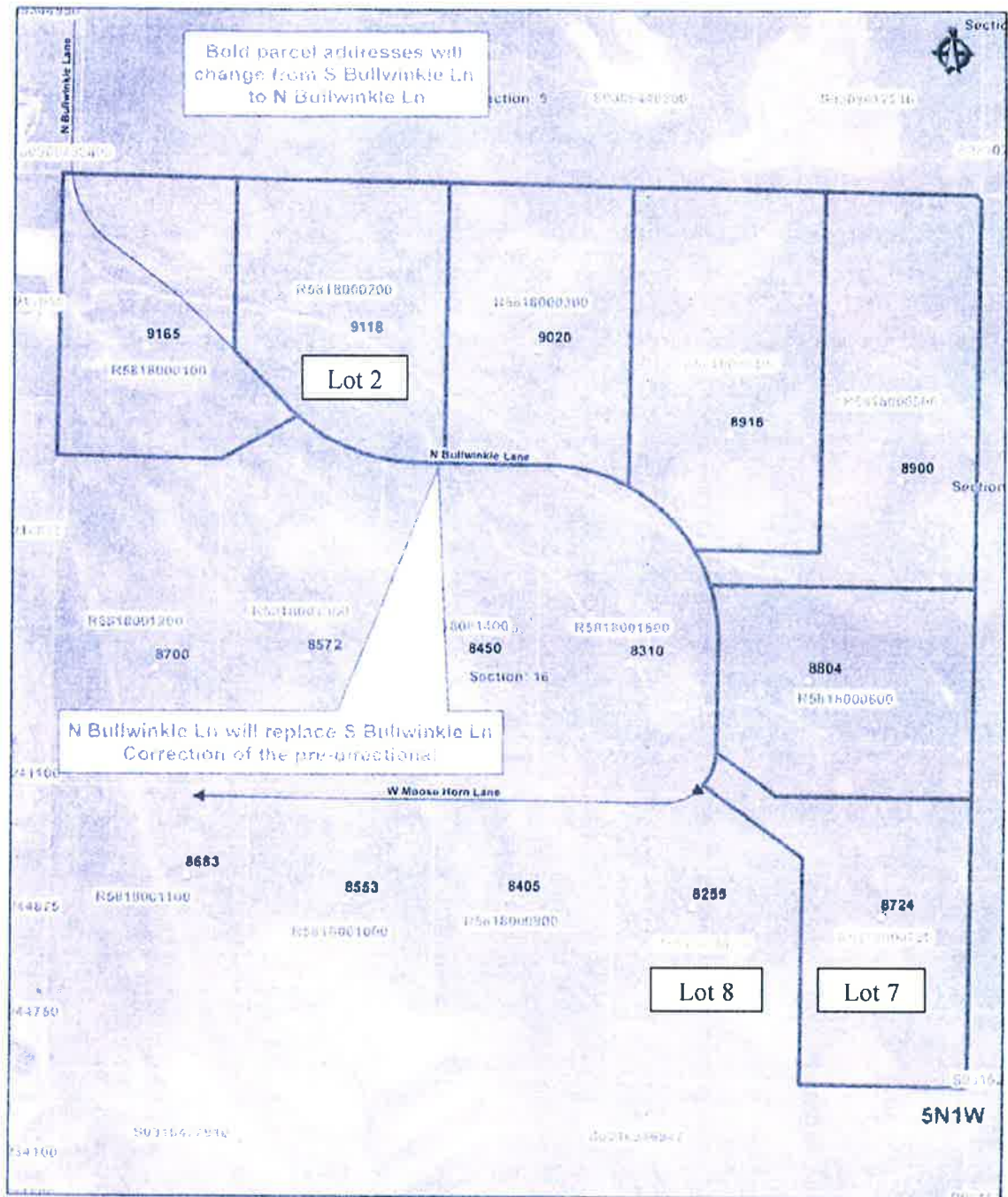
SURVEYOR

SUBDIVISION NAME

OWNERS

AT THE REQUEST OF

COMMENTS



The City of Eagle is a community of people who share a common vision of a vibrant, thriving, and beautiful community. We are committed to providing a high quality of life for all our residents and visitors. We are committed to providing a high quality of life for all our residents and visitors.

New Address Effective: 6/9/2017

1 inch = 350 feet

Prepared by: [Name]
Date: [Date]
Scale: 1 inch = 350 feet