

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
IN-OFFICE REVIEW/BENEFICIAL USE FIELD REPORT

A. GENERAL INFORMATIONPermit No: 29-14222

Exam Date: 9/20/2018

1. Does this qualify for an in-office field exam (IDAPA 035.02.r)? x Y N
- Irrigation of 5 acres or less
 - Storage of up to 14.6 AF for stockwater purposes only
 - Any use other than irrigation or storage, if the combined diversion rate is 0.24 cfs or less
 - Other < >

2. Current Owner: Name: Wild Mountain LLC
 Owner of Record Correct? x Y N
 Address of Record Correct? x Y N
 If No:

3. Fees have been paid: x Y N Receipt No: C105583

4. **SOURCE****TRIBUTARY**

GROUND WATER

Method of Determination: Permit, Proof and ArcMap

Change in Source: Y X N**B. OVERLAP REVIEW**

1. Other water rights with the same place of use:

Water Right No.	Source	Purpose of Use	Basis

Comments: < >

2. Other water rights with the same point of diversion:

Water Right No.	Source	Purpose of Use	Basis
29-13690	GROUND WATER	DOMESTIC/COMMERCIAL	
29-13691	GROUND WATER	DOMESTIC	

Comments: < > *see narrative - gmk***C. DIVERSION AND DELIVERY SYSTEM**

1. **LOCATION OF POINT(S) OF DIVERSION:**

Source	Govt. Lot	¼	¼	¼	Sec	Twp.	Rge.		County
GROUND WATER			NE	SE	30	07S	35E	B.M.	BANNOCK
								B.M.	
								B.M.	

Method of Determination: PERMIT FILE AND COUNTY RECORDS

Change in POD? Y X N Amendment Required? Y X N

2. **PLACE OF USE:** Use: DOMESTIC

TWP	RGE	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
07S	35E	30													X				
Total Acres =																			0

Method of Determination: PERMIT FILE & ARCMAP

Change in POU? Y N Amendment Required? Y N3. Delivery System Diagram Attached (required). Indicate all major components and distances between components. Indicate weir size/pipe as applicable. Aerial Photo Attached (required for irrigation of 10+ acres). Photo of Diversion and System Attached

4. Well or Diversion Identification No.*	Motor Make	Hp	Motor Serial No.	Pump Make	Pump Serial No. or Discharge Size
		5			

*Code to correspond with No. on map and aerial photo

D. FLOW MEASUREMENTS

1. Measurement Equipment	Type	Make	Model No.	Serial No.	Size	Calib. Date

2. Measurements: < >**E. FLOW CALCULATIONS** X Additional Computation Sheets Attached

Measured Method:

License recommend for 0.06 CFS**F. VOLUME CALCULATIONS**

1. Volume Calculations for Irrigation:

$$V_{I.R.} = (\text{Acres Irrigated}) \times (\text{Irrigation Requirement}) =$$

$$V_{D.R.} = [\text{Diversion Rate (cfs)}] \times (\text{Days in Irrigation season}) \times 1.9835 =$$

$$V = \text{Smaller of } V_{I.R.} \text{ and } V_{D.R.} =$$

2. Volume Calculations for Other Uses: DOMESTIC-Does not include lawn or garden, for 2 homes limited to 13,000 gallons per day under the conditions of the permit.

G. PURPOSE OF USEIrrigation Y X N # Stock Domestic # of Homes 2

Other: < >

Change in Purpose of Use? ____Y__X__N

Method of Determination: PERMIT FILE

If Yes: From Use _____ To Use _____ Amount _____ CFS _____ AFA _____

H. NARRATIVE/REMARKS/COMMENTS

DOMESTIC USE: Assessor information per: ArcMap photo (2017), Bannock County Parcel map confirms dwellings on property. Use does not include lawn, garden, landscape or other types of irrigation. The well associated with the permit is the same POD for water right 29-13690 & 29-13691. Water right 29-13690 is a decreed right in Wild Mountain LLC name. The domestic portion of right 29-13690 is for a home to the north of this license POU, known as the "Fraisier Home" current owner listed as Carl Williams and a home directly south of this POU. Water right 29-13691 is in the name of Linda Cantrell. The POD on water right 29-13691 is the same well as this right and one POD on right 29-13690. Well agreements are in place and attached to this report. *See map attached to report.*

29-13690- 2 POD's. 07S, 35E, sec 30, NESE & SESE- total diversion rate 0.29 cfs

29-13961- 1 POD 07S, 35E, sec 30 NESE- total diversion rate 0.04

29-14222 1 POD 07S, 35E, sec 30 NESE-total diversion rate 0.06

Based on a theoretical calculation, the POD for this right can pump up to 0.15 cfs. The second POD (SESE) for 29-13690 can pump 0.29 cfs (see field exam notes for 29-11335, one page attached to this report) for a total of 0.44 cfs. The additive rate for all three rights is 0.39 cfs. No combined limit condition is needed since the additive rate is lower than the calculated rate.

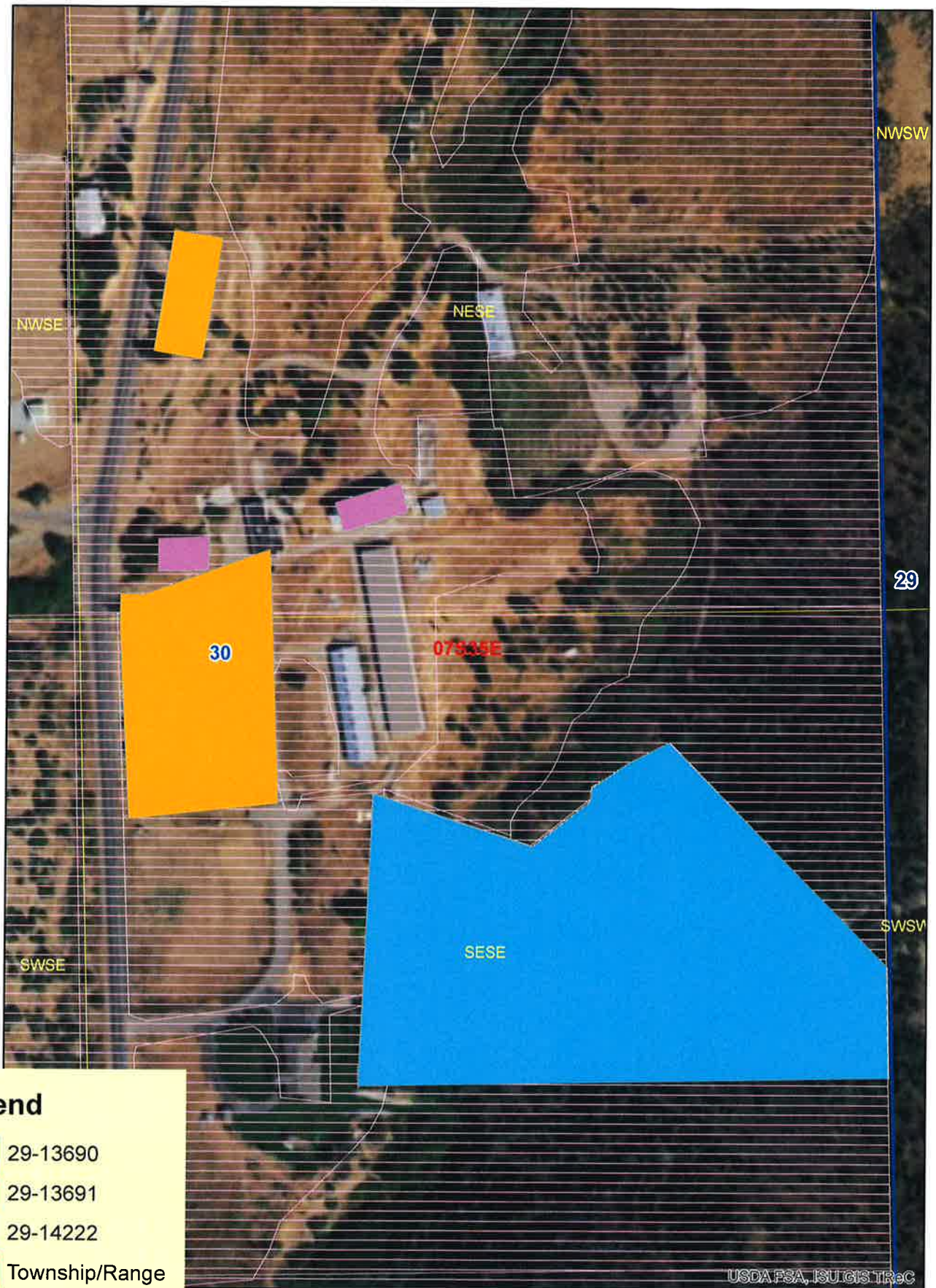
Have conditions of permit approval been met? ☒ Yes ☐ No**I. RECOMMENDATIONS****1. Recommended Amounts**

<u>BENEFICIAL USE</u>	<u>PERIOD OF USE</u>	<u>DIVERSION RATE</u>	<u>ANNUAL VOLUME</u>
DOMESTIC	01/01 TO 12/31	0.06 CFS	NA
<u>Totals:</u>		0.06 CFS	NA

2. Recommended Amendments____Change P.D. as reflected above ____Add P.D. as reflected above ☒ None____Change P.U. as reflected above ____Add P.U. as reflected above ☒ None

Other: NONE

J. AUTHENTICATIONField Examiner's Name *Jan Husley* Date 9-21-18Reviewer *Donna D. Webb* Date 9-25-18



Legend

- 29-13690
- 29-13691
- 29-14222
- Township/Range
- Sections
- QQ



Parcel: R4013052916

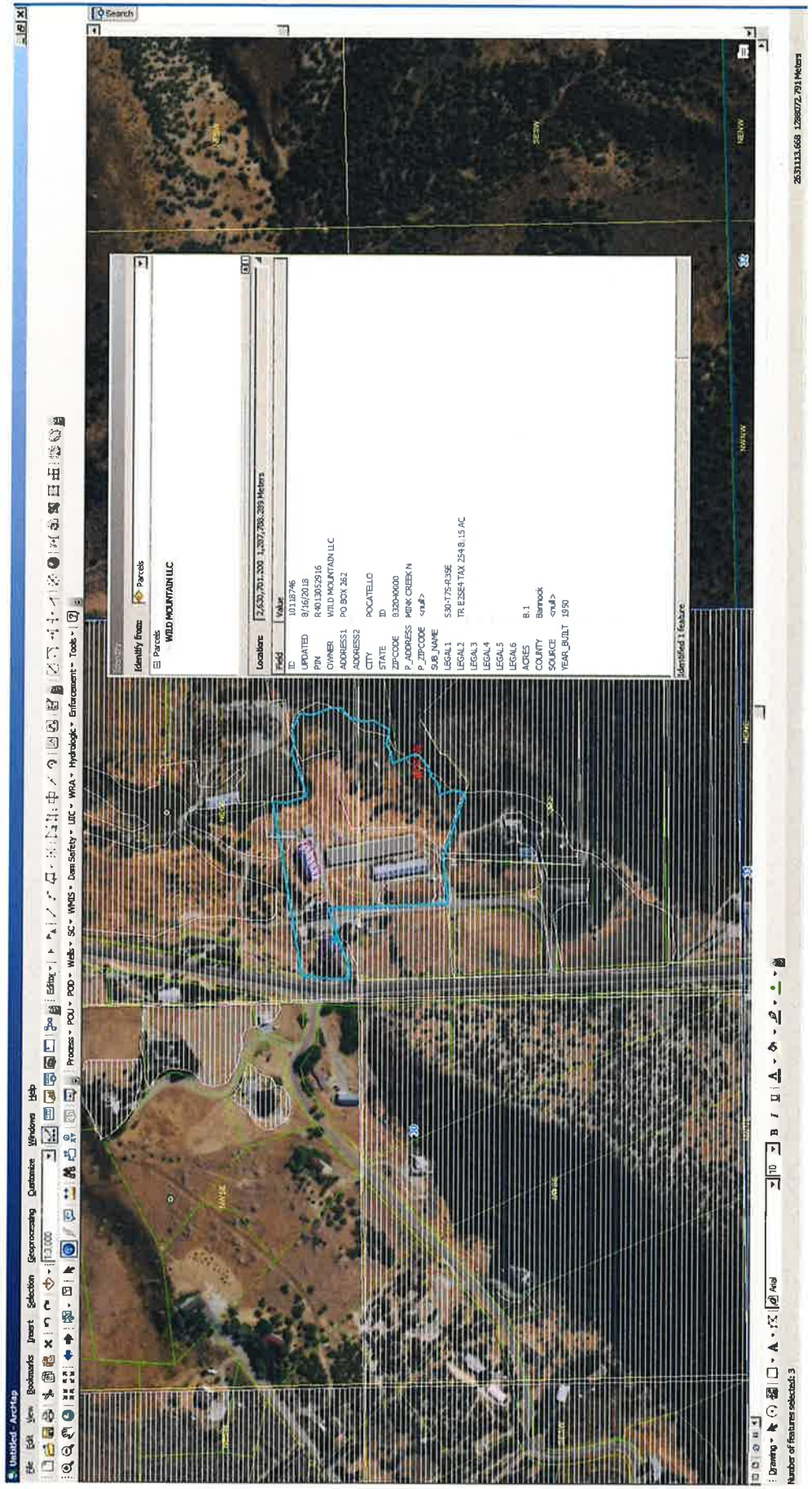
Owner & Land Information:

Parcel Owner: WILD MOUNTAIN LLC
Legal Description: S30-T7S-R35E TR E2SE4
TAX 254 8.15 AC
Deed: 20615988 - Previous Deed:
Approximate Acreage: 8.14

Property/Building Information:

Site Address: 0 N MINK CREEK
Year Built: 1950
Rooms & Square Footage:
First Floor:
Bedrooms: 2.00, Bathrooms: 1.00
Square footage: 1,468.00
Second Floor:
Bedrooms: 0.00, Bathrooms: 0.00
Square footage: 0.00
Third Floor:
Bedrooms: 0.00, Bathrooms: 0.00
Square footage: 0.00

[Zoom to](#)



THEORETICAL HORSEPOWER EQUATION WORKSHEET (cjh 1/92)

Water Right No.: 29-14222
 Reviewer: Jean Hersley
 Date of Review: 9/18/2018

P/D No.:

PUMP HORSEPOWER
 BOOSTER HORSEPOWER

PUMPING LEVEL

DISCHARGE PRESSURE

RATE OF FLOW (cfs)

Well #1
5
0
120
50
0.13
59

Well #2
5
0
70
50
0.17
75

	0.15
	66.61

The above calculates the formula =

$$Q = \frac{8.8 * (\text{Efficiency}) * \text{hp}}{\text{depth to water} + 2.31 * (\text{psi}) + \text{friction}}$$

Assumptions: %70 efficiency.
 No Friction

Examiners Notes:

pressure estimated at 40 to 60 based off of standard turn on turn off systems. We calculated the lift based off of the Theoretical Dynamic pumping level diagram for wells sheet (8/95) at 120 ft using part D and 70 ft using part C. No well log for this well so used a near by report to make these assumptions. The 66 GPM average matches what the permit holder estimated in his Sept. 20, 2018 email.

Volume Calculations:

Diversion Rate: NW Well: 0.29 cfs (Per Intrepid)

South Well: 0.08 cfs (Per 29-02406 licensing FE)

Domestic use: 3 homes 0.08 cfs (Per SRBA standards)
3.6 APA

Commercial use - Egg Farm

1) Farm not currently in use and claimant doesn't know what Vol was historically used.

2) Claim Remarks state 100,000 chickens.

Assuming the operation when running used a similar amount of water and processes as an active running Egg Processing Plant such as "Merrill's Egg Farm" in Emmet Idaho we know from license 65-13653 not including chicken drinking water.

Shipping area cleanup	180 GPD
Egg Washing + Rinsing	800 GPD
15 Full Time Workers	<u>375 GPD</u>
	1355 GPD

$$\underline{\underline{1355 \text{ GPD} \times 365 \text{ days} / 325250 = 1.5 \text{ APA}}}$$

A ratio Assuming an operation with 100,000 chickens:

$$\frac{x \text{ APA}}{100,000 \text{ chickens}} = \frac{1.5 \text{ APA}}{350,000} \quad x = 0.43 \text{ APA For Processing only}$$

Now for the chickens drinking:

Per SRBA Chart: Each 100 chickens per day = 6 gal

$$100,000 \text{ chickens use: } 6000 \frac{\text{gal}}{\text{day}} \left| \frac{1 \text{ day}}{24 \text{ hr}} \right| \left| \frac{1 \text{ hr}}{60 \text{ min}} \right| \left| \frac{1 \text{ min}}{60 \text{ sec}} \right| \left| \frac{1 \text{ ft}^3}{7.4805 \text{ gal}} \right| = 0.009 \text{ cfs}$$

$$(0.009 \text{ cfs}) \times 365 \times (1.483) = 6.72 \text{ APA}$$

$$\underline{\underline{\leq: 0.43 + 6.72 = 7.15 \text{ APA}}}$$

02512

1-652247A

WELL USER'S AGREEMENT

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THIS AGREEMENT made and entered into this 28th day of June, 1996, by and between Frazier, Inc. and , his wife, hereinafter referred to as "Frazier" and the undersigned users and mortgagees: Thomas Iverson and any recorded Mortgagees.

WITNESSETH:

WHEREAS, the users each purchased from Frazier a portion of that certain parcel of real estate described as "Exhibit A"

WHEREAS, Frazier has agreed in consideration of the users purchase to locate a domestic water source and transmit the said water along users property line, and

WHEREAS, the undersigned mortgagees each have a security interest in a portion of the described property,

NOW, THEREFORE, in consideration of the mutual covenants herein contained, it is agreed as follows:

1. Frazier does hereby grant and convey an easement to each of the undersigned users and mortgagees over, across, under and through the above described property for purposes of ingress, egress and access to that certain drilled water well located upon the described easement so that the said well and the water pipeline, running along said easement way, may be maintained by the users.

2. The Fraziers do each to the other covenant and agree to bear the costs of maintenance, repair and operation. The user will pay \$20.00 Per month for the use of said water.

3. All parties hereto agree that all rights and duties hereunder shall cease at such time a public water system becomes available for hook-up to each of the users. It is further agreed that ownership rights to all pipes, pumps and miscellaneous equipment shall irrevocably vest in the owner of the property on which it is located.

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4. Duty to share in the costs of maintenance, operation and repair of the system shall arise at such time as a user either is supplied any water from the system or occupies a home located on the described property whether he uses water or not.

5. No user may affix more than one hook-up to the main transmission line installed by doe and the said hook-up and any transmission pipes carrying water into users property shall be at the sole expense of user.

6. Use of water is limited to reasonable domestic purposes provided that livestock may be watered only if the user provides a watering tank with a float and shutoff valve.

7. That the rights and obligations herein set forth shall run with the lands herein described and shall pass without expressly mentioning them to the grantees of purchasers, or to the original purchasers hereafter sold to and all persons, firms or corporations accepting title to or rights in said property described in this instrument.

8. That no person, firm or corporation owning lands outside of the tracts herein described shall be entitled to use water from said water system located on the property described in Paragraph the first hereof.

9. That this agreement, when recorded, shall be notice to all the world of the rights and obligations of the persons, firms or corporations acquiring title or interest in the land described in the above paragraphs hereof and all such persons, firms or corporations shall be bound by the terms of this agreement.

10. In the event that any landowner or tenant of any landowner, shall fail to pay his prorata share of the cost of upkeep and maintenance of said water system heretofore referred to and located in the land described in paragraph 1 of this agreement, any other user or users as above provided for, may file an affidavit of cost thereof, after ten (10) days written notice to the nonpaying user, setting forth the cost thereof, and the prorata share of said nonpaying user, and the prorata cost thereof shall be a lien on the land of the nonpaying user, foreclosable in the manner provided for in Labor Lien in State of Idaho, in the office of the County Auditor of Bannock County, Idaho, but no liability or lien shall attach until the filing of such Affidavit of Cost, as herein provided. In addition to the usual cost of foreclosure, the defaulting party shall pay the cost of a title search for suit purposes and a reasonable attorney's fee.

11. This agreement shall inure to the benefit of and be binding upon the heirs, devisees, successors, and assigns of the parties to this agreement.

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12. Each of the parties hereto does hereby agree to execute all and any instruments necessary to carry out the intent of this Agreement.

IN WITNESS WHEREOF we have placed our hands and seals on this 28th day of June, 1976.

Thomas C. Iverson Gerald Franke Sec. Treas.

STATE OF IDAHO, COUNTY OF Bannock

On this 28th day of June, 1976, before me, a notary public in and for said State, personally appeared

Thomas C. Iverson

NOTARY SEAL

known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

Helissa J. Hollings
Notary Public
Residing at Idaho

Commission Expires 12-10-79

STATE OF IDAHO, COUNTY OF Bannock

On this 28th day of June, 1976, before me, a notary public in and for said State, personally appeared Gerald Franke and

known to me to be the President and Secretary of the corporation that executed this instrument or the persons who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.

NOTARY SEAL

Helissa J. Hollings
Notary Public
Residing at Idaho

Commission Expires 12-10-79

Page 3

NO 96010774
RECORDED AT REQUEST OF
ALLIANCE TITLE & ESCROW
JUN 28 PM 4 18

DEPUTY CLERK
BANNOCK COUNTY IDAHO
LARRY W. SMITH RECORDER
FEE \$5.00 DEPUTY SW

5-1

WELL AGREEMENT

THIS AGREEMENT made and entered June 26, 1998, by and between Jeffery L. Matkin and Jill A. Matkin, husband and wife, whose address is 702 S. First Avenue, Pocatello, Idaho 83201 (hereinafter "Owner") and Gerald A. Frazier and Noreen Frazier, husband wife, whose address is 1364 N. Mink Creek Road, Pocatello, Idaho 83204 (hereinafter "User");

RECITALS:

WHEREAS, Owner owns certain real property described more specifically in Bannock County Recorder's Instrument No. 98012680, including two wells located in the NE1/4 SE1/4, Section 30, T. 7 S., R. 35 E., B.M., Bannock County, Idaho. Idaho Department of Water Resources Water Right No. A29-11335 used for domestic and commercial purposes; and

WHEREAS, User owns a residential home located at 1270 N. Mink Creek Road, Pocatello, Idaho, located in the NE1/4 SE1/4, Section 30, T. 7 S., R. 35 E., B.M., Bannock County, Idaho, more particularly described in Exhibit "A" attached hereto and incorporated by reference; and

WHEREAS, User's culinary water needs have been historically supplied by Owner's described wells and water right; and

WHEREAS, the parties desire to enter into this Agreement to set forth their respective rights and obligations pertaining to the water supplied from Owner's well to User's residence.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED HEREIN, IT IS AGREED AS FOLLOWS:

1. Ownership. Owner is the sole owner of Water Right No. A29-11335, together with the well, pump, motor, holding tank and related equipment, and pipelines located within the described property of Owner which provide water for domestic and commercial purposes to Owner and for domestic purposes to User.

2. Water Supply. Owner agrees to supply User with culinary water from said wells and water right in such amounts as are reasonable and necessary to supply User's domestic uses.



3. Operation and Maintenance. Owner shall be solely responsible for the operation, repair and maintenance of the well, pump, motor and related equipment, together with the water pipeline used to deliver water to User's property.

4. Service Charge. Water shall be supplied hereunder by Owner to User without charge, so long as User is the owner of the property described in Exhibit "A". Upon sale of the property by User, Owner may establish, charge and collect from User's successor in interest a regular monthly service charge in an amount which is reasonable and necessary to pay for User's proportionate share of the expenses of operating and maintaining the well, pump, motor and related equipment, together with the delivery pipelines.

4.1 Owner may change the service charge from time to time as necessary upon first providing User with not less than thirty (30) days written notice of the change and the reason therefor.

4.2 The service charge shall be due and payable in full on or before the 10th day of each month. All service charges which have not been paid in full by the last day of the month shall bear interest at the rate of 1-1/2% percent per month from the due date.

4.3 Owner shall have the right to terminate the services provided if User becomes two or more months delinquent in the payment of the monthly service charge and may take legal action to recover any delinquencies; provided, that Owner must first provide User with not less than thirty (30) days written notice. User may reinstate any terminated service upon payment of all delinquencies, accrued interest and any applicable reconnection charges.

5. Limitations. Owner is responsible to comply with all quality testing requirements applicable by governmental agencies and will notify User in the event the water supplied does not meet any minimum quality standards. However, Owner does not warrant or guarantee the quality or availability of the water being supplied.

5.1 In the event of shortage, Owner shall have the right to curtail and limit delivery and usage in a proportionate fashion.

5.2 In the event of contamination, water quality deficiency, or other emergencies, Owner shall have the right to declare an emergency and to restrict, eliminate or procure replacement services.

5-3

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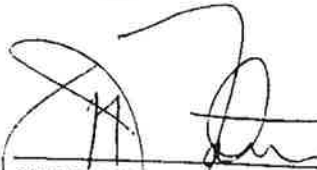
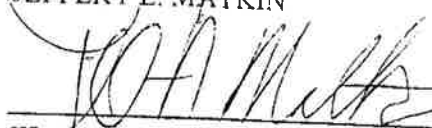
6. Assignment. This Agreement shall be appurtenant to and run with the land and may be freely transferred or assigned in conjunction with the land by User.

7. Binding Effect. This Agreement shall be binding upon the parties hereto, their heirs, successors in interest and assigns.

8. Recordation. This Agreement will be recorded in the Bannock County Recorder's Office to give notice hereof.

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

OWNER:


JEFFERY L. MATKIN
JILL A. MATKIN

USER:


GERALD A. FRAZIER
NOREEN FRAZIER

STATE OF IDAHO)

: ss

5-4

98016354

County of Bannock)

On this 26th day of June, 1998, before me, the undersigned, a Notary Public in and for said State, personally appeared Jeffery L. Matkin and Jill A. Matkin, husband and wife, known to me to be the persons whose names are subscribed to the foregoing and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.



Randall C. Budge
NOTARY PUBLIC FOR IDAHO,
Residing at: Pocatello, ID.
My Commission Expires: 10/11/2000

STATE OF IDAHO)

: ss

County of Bannock)

On this 26th day of June, 1998, before me, the undersigned, a Notary Public in and for said State, personally appeared Gerald A. Frazier and Noreen Frazier, husband and wife, known to me to be the persons whose names are subscribed to the foregoing and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.



Randall C. Budge
NOTARY PUBLIC FOR IDAHO,
Residing at: Pocatello, ID.
My Commission Expires: 10/11/2000

WELL AGREEMENT.4

98016354

RECORDED AT REQUEST OF
Racine Law Offices
98 JUN 23 AM 11 13

OFFICIAL BOOK 10 718
LAW OFFICES
FEE 1500
H2

EXHIBIT "A"

A parcel of land situated in the Northeast Quarter of the Southeast Quarter of Section 30, Township 7 South, Range 35 East, Boise Meridian, Bannock County, Idaho, more particularly described as follows:

Commencing at the Southeast Corner of said Section 30; thence South $89^{\circ}24'$ West along the South line of said Section 30, 1232.2 feet to a point on the centerline of Bannock Highway, said point being at Station 369+43 of Bannock Highway as shown and surveyed on the official plat of Bannock Highway survey on file in the office of the State Highway Department; thence North $2^{\circ}31'$ West along the centerline of Bannock Highway 1230.6 feet to a point of curvature, said point being at Station 357+12.4 of Bannock Highway; thence continuing along said centerline along a curve concave to the Northeast, said curve having a central angle of $12^{\circ}42'$ and a radius of 1432.39 feet for an arc length of 317.5 feet to a point of tangency, said point being at Station 353+94.9 feet of Bannock Highway; thence North $10^{\circ}11'$ East along said centerline 190 feet, more or less, thence South $79^{\circ}49'$ East at right angles to said centerline 40.0 feet to a point on the Easterly right of way of Bannock Highway, said point being the True Point of Beginning; thence continuing South $79^{\circ}49'$ East 80 feet, more or less, thence North $10^{\circ}11'$ East at right angles to last described course 197 feet, more or less, thence North $79^{\circ}49'$ West at right angles to last described course 80 feet, more or less, to the Easterly right of way of Bannock Highway; thence South $10^{\circ}11'$ West at right angles to last described course and along the Easterly right of way of Bannock Highway 197 feet, more or less, to the True Point of Beginning.

Hersley, Jean

From: denny@reagan.com
Sent: Thursday, September 20, 2018 10:54 AM
To: Hersley, Jean
Subject: RE: Water right permit 29-14222 in the name of Wild Mountain LLC

The pump is a Grundfos, three-phase, variable speed controlled, 5-horsepower pump that puts out 60-70 gallons per minute. Let me know if you need anything else.

Joe Dobbins

The Law Offices of J. D. Dobbins, PLLC
1110 Yellowstone Avenue, Suite 209
Pocatello, Idaho 83201
208.252.9999

-----Original Message-----

From: "Hersley, Jean" <Jean.Hersley@idwr.idaho.gov>
Sent: Thursday, September 20, 2018 10:33am
To: "denny@reagan.com" <denny@reagan.com>
Subject: RE: Water right permit 29-14222 in the name of Wild Mountain LLC

Thank you for the well agreements and the explanation of which homes are covered under which rights. One more question before I can complete my review of this permit, what size of pump do you have in the well? Do you know how many gallons per minute the well produces? Please let me know within 7 days of the date of this email. Thank you.

*Jean Hersley
Idaho Dept Water Resources
Technical Records Specialist II
208-287-4942*

From: denny@reagan.com [mailto:denny@reagan.com]
Sent: Friday, September 14, 2018 1:59 PM
To: Hersley, Jean <Jean.Hersley@idwr.idaho.gov>
Subject: RE: Water right permit 29-14222 in the name of Wild Mountain LLC

Here are the well agreements.

Joe Dobbins
252-9999

-----Original Message-----

From: "Hersley, Jean" <Jean.Hersley@idwr.idaho.gov>
Sent: Friday, September 14, 2018 11:14am
To: "denny@reagan.com" <denny@reagan.com>
Subject: Water right permit 29-14222 in the name of Wild Mountain LLC

The Department of Water Resources (Department) is in the process of reviewing water right permit 29-14222 for licensing. During the review, it appears that the point of diversion for this permit, 29-14222, is the same

well for water right 29-13690. Water right 29-13690 is a commercial/domestic right in the name of Wild Mountain, LLC. You cannot have two water rights for the same use coming from the same point of diversion.

Please let me know what is going on with these two water rights/permit within 30 days. If the Department does not hear from you in 30 days, we will take steps to void water permit 29-14222. I have enclosed a Relinquishment form and water right reports for your benefit.

*Jean Hersley
Idaho Dept Water Resources
Technical Records Specialist II
208-287-4942*

Denny Dobbins
The Law Offices of J. D. Dobbins, PLLC
1110 Yellowstone Avenue, Suite 209
Pocatello, Idaho 83201
208.252.9999