

RECEIVED
SEP 20 2018

FORM 202 Rev. 09/16

Department of Water Resources
STATE OF IDAHO

Ident. No. 21-13259

DEPARTMENT OF WATER RESOURCES
APPLICATION FOR PERMIT
To appropriate the public waters of the State of Idaho

AMENDED

1. Name of applicant(s) Barry Smith Phone 480-625-6954
Name connector (check one): and or and/or
Mailing address 6508 N Desert Fairway DR City Paradise Valley
State AZ ZIP 85253-3314 Email bms85253@gmail.com

2. Name of representative, if any Brett Whitaker Phone 208-351-7117
Mailing address P.O. Box 425 City Island Park
State ID ZIP 83429 Email whit@rainbw.com

- a. Send all correspondence for this application to the representative and not to the applicant OR
 Send original correspondence to the applicant and copies to the representative.
b. The representative may submit information for the applicant but is not authorized to sign for the applicant OR
 The representative is authorized to sign for the applicant. Attach a Power of Attorney or other documentation.

3. Source of water supply Ground Water which is a tributary of _____

4. Location of point(s) of diversion:

Twp	Rge	Sec	Govt Lot	1/4	1/4	1/4	County	Source	Local name or tag #
13N	42E	1	1		NE	NE	Fremont	Ground Water	D0065626

5. Water will be used for the following purposes:

Amount .08 for Domestic purposes from 01/01 to 12/31 (both dates inclusive)
(cfs or acre-feet per year)
Amount _____ for _____ purposes from _____ to _____ (both dates inclusive)
(cfs or acre-feet per year)
Amount _____ for _____ purposes from _____ to _____ (both dates inclusive)
(cfs or acre-feet per year)
Amount _____ for _____ purposes from _____ to _____ (both dates inclusive)
(cfs or acre-feet per year)

6. Total quantity to be appropriated is (a) .08 cubic feet per second (cfs) and/or (b) _____ acre-feet per year (af).

7. Proposed diverting works:

- a. Describe type and size of devices used to divert water from the source. _____
b. Height of storage dam _____ feet; active reservoir capacity _____ acre-feet; total reservoir capacity _____ acre-feet. If the reservoir will be filled more than once each year, describe the refill plan in item 12. For dams 10 feet or more in height AND having a storage capacity of 50 acre-feet or more, submit a separate [Application for Construction or Enlargement of a New or Existing Dam](#). Application required? Yes No
c. Proposed well diameter is 6" inches; proposed depth of well is 642 feet.
d. Is ground water with a temperature of greater than 85°F being sought? Yes No
e. If well is already drilled, when? 8/12/2014; drilling firm Independent;
well was drilled for (well owner) Barry Smith; Drilling Permit No. D0065626

For Department Use

Received by _____ Date _____ Time _____ Preliminary check by _____
Fee \$ _____ Received by _____ Receipt No. _____ Date _____

21-13259

8. Description of proposed uses (if irrigation only, go to item 9):
- a. Hydropower; show total feet of head and proposed capacity in kW. _____
 - b. Stockwatering; list number and kind of livestock. _____
 - c. Municipal; must complete and attach the [Municipal Water Right Application Checklist](#).
 - d. Domestic; show number of households 3
 - e. Other; describe fully. _____

9. Description of place of use:
- a. If water is for irrigation, indicate acreage in each subdivision in the tabulation below.
 - b. If water is used for other purposes, place a symbol of the use (example: D for Domestic) in the corresponding place of use below. See instructions for standard symbols.

TWP	RGE	SEC	NE				NW				SW				SE				TOTALS
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
13N	42E	1	D	D	D	D													

Total number of acres to be irrigated: 0

10. Describe any other water rights used for the same purposes as described above. Include water delivered by a municipality, canal company, or irrigation district. If this application is for domestic purposes, do you intend to use this water, water from another source, or both, to irrigate your lawn, garden, and/or landscaping? No outside use; for in-house use only.

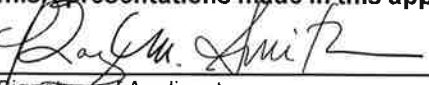
11. a. Who owns the property at the point of diversion? Barry and Julia Smith Family Trust
 b. Who owns the land to be irrigated or place of use? Barry and Julia Smith Family Trust
 c. If the property is owned by a person other than the applicant, describe the arrangement enabling the applicant to make this filing: _____

12. Describe your proposal in narrative form, and provide additional explanation for any of the items above. Attach additional pages if necessary. To provide water to 3 lots owned by Barry and Julia Smith Family Trust in the Yale Creek Subdivision.

13. Time required for completion of works and application of water to proposed beneficial use is 5 years (minimum 1 year).

14. **MAP OF PROPOSED PROJECT REQUIRED** - Attach an 8½" x 11" map or maps clearly identifying the proposed point of diversion, place of use, section #, township & range. The map scale shall not be less than two (2) inches equal to one (1) mile.

The information contained in this application is true to the best of my knowledge. I understand that any willful misrepresentations made in this application may result in rejection of the application or cancellation of an approval.


 Signature of Applicant
Barry Morgan Smith
 Print Name (and title, if applicable)

 Signature of Applicant

 Print Name (and title, if applicable)

SUPERCEDED

RECEIVED

SEP 17 2018

Department of Water Resources
Eastern Region

FORM 202 Rev. 09/16

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
APPLICATION FOR PERMIT
To appropriate the public waters of the State of Idaho

Ident. No. _____

1. Name of applicant(s) Barry Smith Phone 480 625 6954
Name connector (check one): and or and/or
 Mailing address 6508 N DESERT FAIRWAY DR City Paradise Valley
 State AZ ZIP 85253-3314 Email bms85253@gmail.com
2. Name of representative, if any Brett Whitaker Phone 208 351-7117
 Mailing address P.O. Box 425 City Island Park
 State Idaho ZIP 83429 Email Whit@rainbow.com

- a. Send all correspondence for this application to the representative and not to the applicant OR
 Send original correspondence to the applicant and copies to the representative.
- b. The representative may submit information for the applicant but is not authorized to sign for the applicant OR
 The representative is authorized to sign for the applicant. Attach a Power of Attorney or other documentation.

3. Source of water supply _____ which is a tributary of _____

4. Location of point(s) of diversion:

Twp	Rge	Sec	Govt Lot	1/4	1/4	1/4	County	Source	Local name or tag #
13	42	1			NE	NE	Fremont	Well	0065626

5. Water will be used for the following purposes:

- Amount .08 CFS for Residential purposes from Jan 1 to Dec 31 (both dates inclusive)
(cfs or acre-feet per year)
- Amount _____ for _____ purposes from _____ to _____ (both dates inclusive)
(cfs or acre-feet per year)
- Amount _____ for _____ purposes from _____ to _____ (both dates inclusive)
(cfs or acre-feet per year)
- Amount _____ for _____ purposes from _____ to _____ (both dates inclusive)
(cfs or acre-feet per year)

6. Total quantity to be appropriated is (a) .08 cubic feet per second (cfs) and/or (b) _____ acre-feet per year (af).

7. Proposed diverting works:

- a. Describe type and size of devices used to divert water from the source. Pump
- b. Height of storage dam _____ feet; active reservoir capacity _____ acre-feet; total reservoir capacity _____ acre-feet. If the reservoir will be filled more than once each year, describe the refill plan in item 12. For dams 10 feet or more in height AND having a storage capacity of 50 acre-feet or more, submit a separate [Application for Construction or Enlargement of a New or Existing Dam](#). Application required? Yes No
- c. Proposed well diameter is 6" inches; proposed depth of well is 642 feet.
- d. Is ground water with a temperature of greater than 85°F being sought? Yes No
- e. If well is already drilled, when? 8-13-2014; drilling firm Independent; well was drilled for (well owner) Barry Smith; Drilling Permit No. 0065626

For Department Use

Received by _____ Date _____ Time _____ Preliminary check by _____
 Fee \$ 100.00 Received by [Signature] Receipt No. E044378 Date 9-17-2018

21-13259

SUPERCEDED

8. Description of proposed uses (if irrigation only, go to item 9):
- a. Hydropower; show total feet of head and proposed capacity in kW. _____
 - b. Stockwatering; list number and kind of livestock. _____
 - c. Municipal; must complete and attach the [Municipal Water Right Application Checklist](#).
 - d. Domestic; show number of households 3
 - e. Other; describe fully. _____

9. Description of place of use:
- a. If water is for irrigation, indicate acreage in each subdivision in the tabulation below.
 - b. If water is used for other purposes, place a symbol of the use (example: D for Domestic) in the corresponding place of use below. See instructions for standard symbols.

TWP	RGE	SEC	NE				NW				SW				SE				TOTALS		
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE			
13	42	1	D																		

Total number of acres to be irrigated: _____

10. Describe any other water rights used for the same purposes as described above. Include water delivered by a municipality, canal company, or irrigation district. If this application is for domestic purposes, do you intend to use this water, water from another source, or both, to irrigate your lawn, garden, and/or landscaping? _____
do not intend to use, water for lawn or gardening or landscaping
11. a. Who owns the property at the point of diversion? Barry Smith
b. Who owns the land to be irrigated or place of use? Barry Smith
c. If the property is owned by a person other than the applicant, describe the arrangement enabling the applicant to make this filing: _____
12. Describe your proposal in narrative form, and provide additional explanation for any of the items above. Attach additional pages if necessary. TO Provide Water TO 3 Lots in The Yale Creek Subdivision.
13. Time required for completion of works and application of water to proposed beneficial use is _____ years (minimum 1 year).
14. **MAP OF PROPOSED PROJECT REQUIRED** - Attach an 8½" x 11" map or maps clearly identifying the proposed point of diversion, place of use, section #, township & range. The map scale shall not be less than two (2) inches equal to one (1) mile.

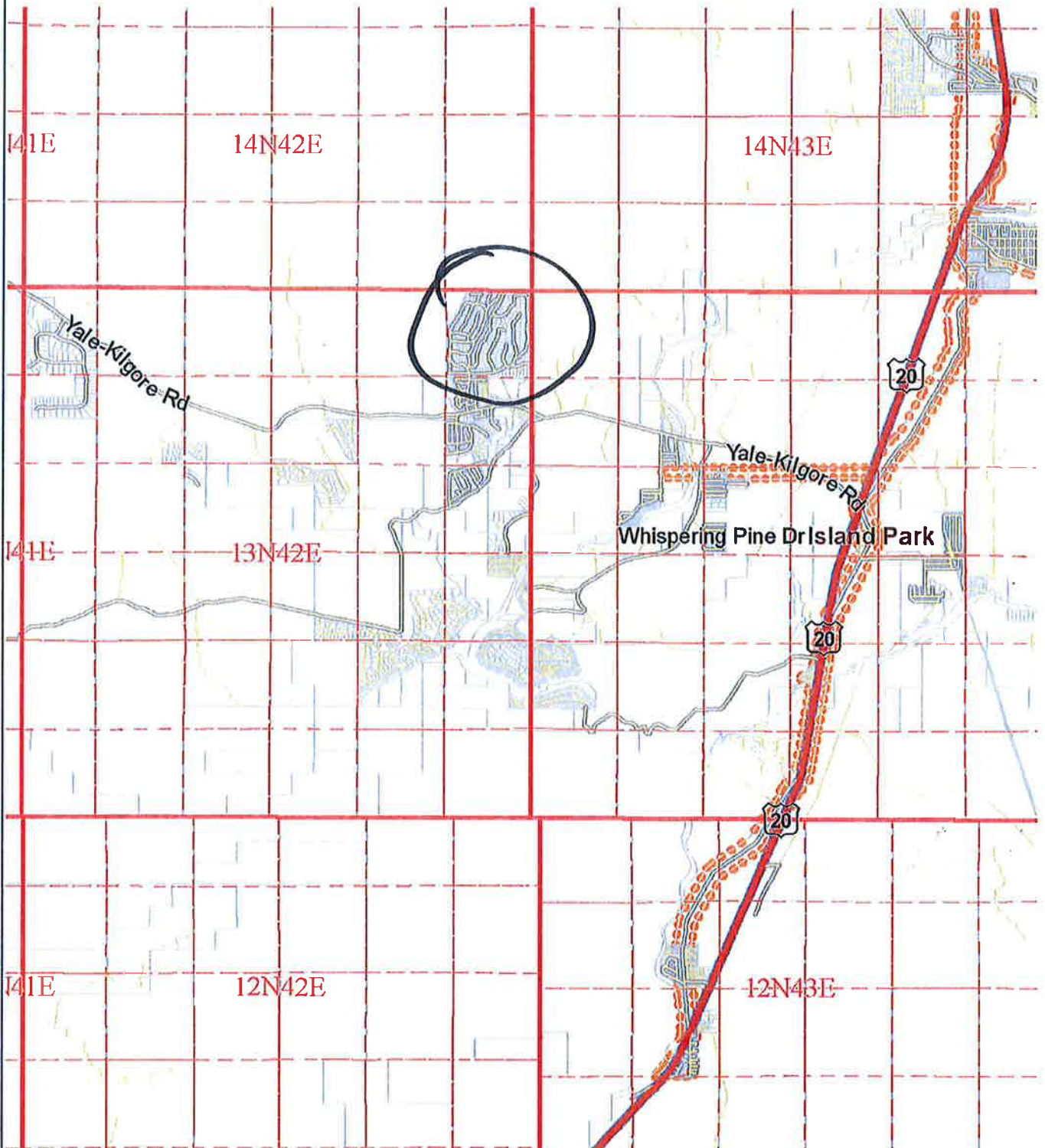
The information contained in this application is true to the best of my knowledge. I understand that any willful misrepresentations made in this application may result in rejection of the application or cancellation of an approval.

Barry Morgan Smith
Signature of Applicant
Barry Morgan Smith
Print Name (and title, if applicable)

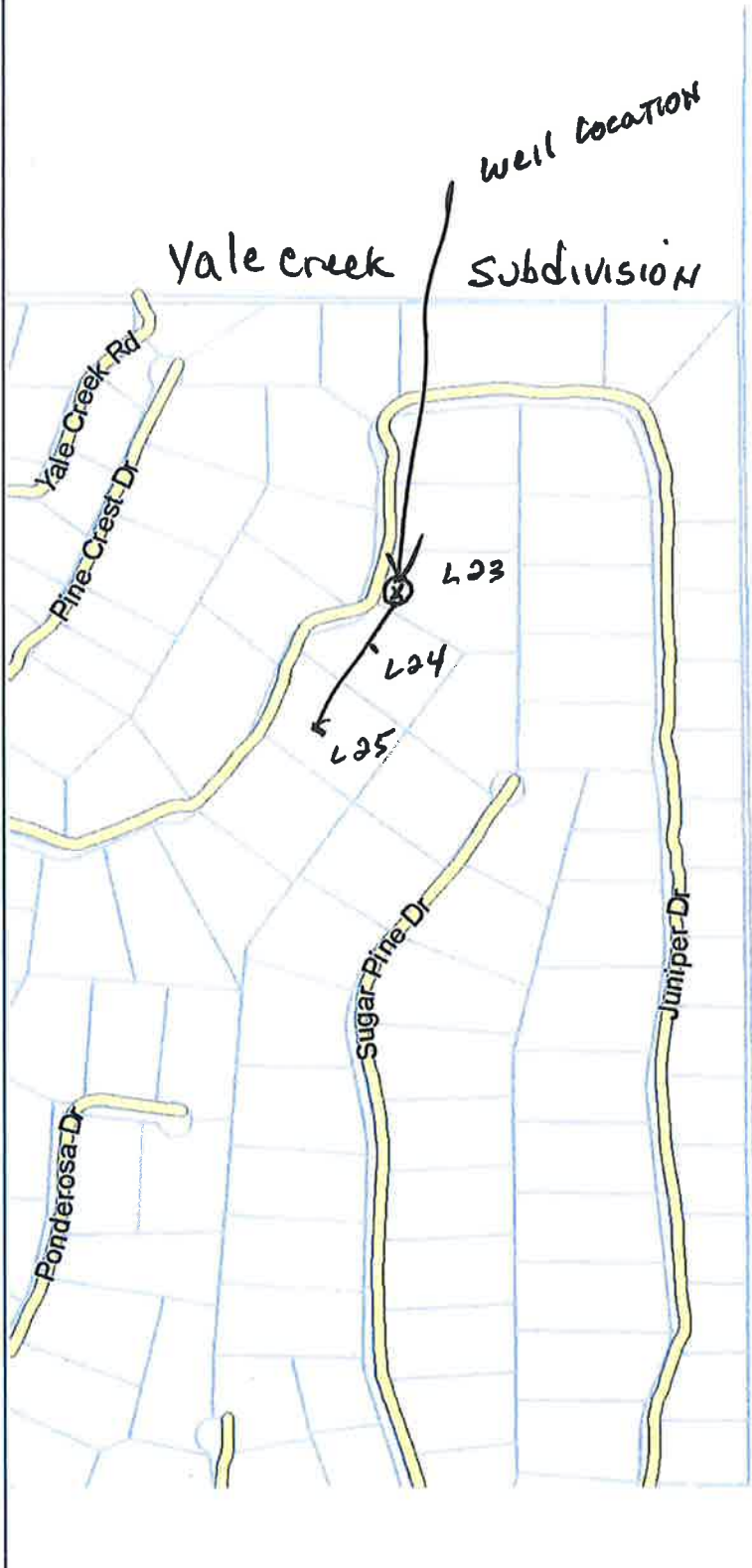
Signature of Applicant

Print Name (and title, if applicable)

Fremont County Idaho MapServer



Fremont County Idaho MapServer



TWP 13, RBE 42E, SEC 1

⊗ Diversion
 Supplying water to
 LOTS 23, 24, 25
 Yale Creek, Unit B

IDAHO DEPARTMENT OF WATER RESOURCES WELL DRILLER'S REPORT

1. WELL TAG NO. D 0065626

Drilling Permit No. _____
Water right or injection well # _____

2. OWNER:
Name Barry Morgan Smith
Address 9625 North 55th Street
City Paradise Valley State AZ Zip 85253

3. WELL LOCATION:
Twp. 13 North or South Rge. 42 East or West
Sec 1 1/4 NE 1/4 NE 1/4

Gov't Lot _____ County Fremont
Lat 44 29 8.43 (Deg and Decimal minutes)
Long 111 26 30.98 (Deg and Decimal minutes)
Address of Well Site 3580 North Juniper

City Island Park
Lot 23 Blk. 3 Sub. Name Unit 8 Yale Creek

4. USE:
 Domestic Municipal Monitor Irrigation Thermal Injection
 Other _____

5. TYPE OF WORK:
 New well Replacement well Modify existing well
 Abandonment Other _____

6. DRILL METHOD:
 Air Rotary Mud Rotary Cable Other _____

7. SEALING PROCEDURES:

Seal material	From (ft)	To (ft)	Quantity (lbs or ft ³)	Placement method/procedure
Bentonite	0	-236'	4750 lbs	Annular

8. CASING/LINER:

Diameter (nominal)	From (ft)	To (ft)	Gauge/Schedule	Material	Casing	Linear	Threaded	Welded
6"	+1'	-235'	.250	Steel	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Was drive shoe used? Y N Shoe Depth(s) _____

9. PERFORATIONS/SCREENS:
Perforations Y N Method _____
Manufactured screen Y N Type _____
Method of installation _____

From (ft)	To (ft)	Slot size	Number/ft	Diameter (nominal)	Material	Gauge or Schedule

Length of Headpipe _____ Length of Tailpipe _____
Packer Y N Type _____

10. FILTER PACK:

Filter Material	From (ft)	To (ft)	Quantity (lbs or ft ³)	Placement method

11. FLOWING ARTESIAN:
Flowing Artesian? Y N Artesian Pressure (PSIG) _____
Describe control device _____

12. STATIC WATER LEVEL and WELL TESTS:
Depth first water encountered (ft) 185 Static water level (ft) 187
Water temp. (°F) _____ Bottom hole temp. (°F) _____
Describe access port Well Cap

Well test:

Drawdown (feet)	Discharge or yield (gpm)	Test duration (minutes)	Pump	Bailer	Air	Flowing artesian
10	60	60	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Water quality test or comments: _____

13. LITHOLOGIC LOG and/or repairs or abandonment:

Bore Dia. (in)	From (ft)	To (ft)	Remarks, lithology or description of repairs or abandonment, water temp.	Water	
				Y	N
10	0	236			
6	236	642			
	0	3	Dirt & rock		X
	3	20	Broken pink rhyolite		X
	20	61	Red rhyolite w/soft spots		X
	61	82	Brown rhyolite		X
	82	87	Soft brown rhyolite		X
	87	91	Dark Brown Hard Rhyolite		X
	91	107	Rhyolite ash soft		X
	107	150	Medium to Hard Red Rhyolite		X
	150	157	Brown Hard Rhyolite		X
	157	227	Medium Brown Rhyolite .5 GPM	X	
	227	292	Medium Hard Rhyolite	X	
	292	311	Medium to Hard grey brown Rhyolite	X	
	311	340	Brown rhyolite w/Soft spots 2 GPM	X	
	340	494	Hard grey brown Rhyolite w/soft spo	X	
	494	510	Hard grey Rhyolite	X	
	510	545	Hard brown Rhyolite	X	
	545	580	Hard grey Rhyolite 1 GPM	X	
	580	636	Hard grey Rhyolite 1 GPM	X	
	636	638	brown clay streaks in grey rholite	X	
	638	642	5 GPM Softer Grey Rhyolite	X	

Completed Depth (Measurable) 642
Date Started: Jul 29, 2014 Date Completed: Aug 12, 2014

14. DRILLER'S CERTIFICATION:
I/We certify that all minimum well construction standards were complied with at the time the rig was removed.

Company Name Independent Drilling/RJH Co. No. 343
*Principal Driller [Signature] Date Aug 12, 2014
*Driller _____ Date Aug 12, 2014
*Operator II _____ Date _____
Operator I _____ Date _____

*Signature of Principal Driller and rig operator are required.

Sistrin

Microfilm No. 570496
At 12:30 Day Sept 2018 P M
ABBIE MACE
FREMONT CO RECORDER
Fee \$25- Deputy
Recorded at Request of
Joan Whitaker

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

Charles A. Homer
HOLDEN, KIDWELL, HAHN & CRAPO, P.L.L.C.
P.O. Box 50130
Idaho Falls, ID 83405

(Space Above for Recorder's Use)

WELL USE AGREEMENT

This Well Use Agreement (this "Agreement") is made by and between **Barry M. Smith and Julia P. Smith, trustees of the Barry and Julia Smith Family Trust**, of 6508 North Desert Fairways Drive, Paradise Valley, Arizona 85253 (the "Smiths"), as owners of three lots defined below as Lot 23, Lot 24, and Lot 25 (collectively the "Lots" and each a "Lot").

RECITALS:

- A. The Smiths own the following properties in Fremont County, Idaho, more particularly described as:
- Lot 23, Block 3, Yale Creek Cabin Sites, Unit No. 8, Fremont County, Idaho, as shown on the plat recorded May 13, 1969, as Instrument No. 316377 (herein "Lot 23").
 - Lot 24, Block 3, Yale Creek Cabin Sites, Unit No. 8, Fremont County, Idaho, as shown on the plat recorded May 13, 1969, as Instrument No. 316377 (herein "Lot 24").
 - Lot 25, Block 3, Yale Creek Cabin Sites, Unit No. 8, Fremont County, Idaho, as shown on the plat recorded May 13, 1969, as Instrument No. 316377 (herein "Lot 25").
- B. A certain domestic well, pump, and pumping system is located on Lot 23 (which well, pump, system, and any replacements thereof, are referred to herein as the "Well").
- C. The owners of the Lots—as of the date of this Agreement or in the future—are collectively referred to as the "Parties" and individually as a "Party."
- D. Because the Smiths intend to sell one or more of the Lots at some point in the future, the Smiths now desire to memorialize this Agreement, making the rights and duties with respect to the Well appurtenant to the Lots, and to document how future expenses associated with the Well will be shared, how the Well will be operated, and other matters associated with the Well.

AGREEMENTS:

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. **Ownership.** A one-third ($\frac{1}{3}$) ownership interest in the Well (the "Ownership") shall be appurtenant to each Lot in accordance with the terms of this Agreement. The Parties hereby grant an irrevocable limited easement for each other party for access to the Well to repair, maintain and operate the Well.
2. **Abandonment of Ownership.** In the event any Party abandons their interest in the Well by providing written notice to the other Parties as set forth herein under paragraph 7, then the other Parties shall thereafter evenly assume the ownership interest possessed by the abandoning party at the time of abandonment.
3. **Ownership of Underground Mainline.** Ownership of the underground mainlines running from the Well to the Parties' respective Lots shall be owned by such Party. Each Party shall be entirely liable for and responsible for repair, maintenance, and operation of the underground mainlines that run to their respective properties. The Parties hereby grant an irrevocable limited easement for each other Party to install, repair, maintain, and operate such underground mainlines in such locations as are necessary to connect the Party's Lot to the Well and to reasonably access such Party's underground mainline for the purposes described in this paragraph. Provided however, any such underground mainlines not already installed as of the date of this Agreement shall be installed hereafter in such a manner and location as to not interfere with (a) the development of any other Lot or (b) the construction, use, or enjoyment of any buildings on any other Lot.
4. **Well Costs.** The Parties agree to share costs associated with the Well as follows:
 - a. **Repair, Replacement, and Maintenance Costs.** Each Party shall be responsible for repair, replacement, maintenance, and any other costs associated with the Well based on their proportionate Ownership of the Well.
 - b. **Sharing of Electrical Costs.** Each Party shall be responsible for electrical costs associated with the Well based on their proportionate Ownership of the Well. As of the date of this Agreement, the electricity provided to the Well is delivered through Lot 23's electrical connection. Lot 23's owner shall promptly provide notice of the electrical charges to the other Parties, who shall pay their shares of such electrical costs within thirty (30) days of receipt of such notice.
 - c. **Decommissioning Costs.** In the event it becomes necessary to decommission the Well, each party shall be responsible for such costs based on their proportionate Ownership of the Well, which must be paid within thirty (30) days of receipt of notice of the amount due from each Party.

5. **Decision-making.**

a. **Unanimous Agreement.** All decisions with respect to the plan of action for maintenance, repairs, rehabilitation, and replacement of the Well shall be made only after unanimous agreement between the Parties, or the Parties shall proceed as outlined in subpart b. below.

b. **Dispute Resolution If There Is a Failure to Agree.** In the event the Parties cannot agree to the scope or extent of maintenance, repairs, rehabilitation, and replacement of the Well, the following procedures shall govern when invoked by any one (1) Party:

i. Each Party shall—at their sole cost and expense—employ a licensed engineer or a representative from a licensed well drilling company or pump repair company (the “Contractor”), to inspect the Well and make recommendations on the work that should be performed in that person’s opinion.

ii. In the event the Parties’ Contractors agree as to the recommended work that should be performed, then such recommended work shall be performed.

iii. In the event the Parties’ Contractors disagree as to the work that should be performed, the Parties’ Contractors shall agree to appoint a final Contractor and such final Contractor shall inspect the situation and the recommendation of the final Contractor shall dictate the work to be performed. Each Party shall share the cost of hiring the final Contractor.

6. **Additional Users of Well.** No additional users shall be entitled to use the Well or connect to the Well for any purpose, unless the Parties unanimously agree otherwise in writing and the new user has a water right authorizing use of ground water for such new user’s property. As a condition of connection, such new user shall be required to amend (*i.e.*, transfer pursuant to Idaho Code § 42-222, as amended) its ground water right to show the Well as the authorized point of diversion for such water right prior to connecting to the Well. As part of such unanimous agreement to allow an additional user to connect to the Well, the parties must designate what the new user’s ownership interest in the Well shall be.

7. **Severance.** Should any party decide to withdraw from use of the Well and elect to receive water from any other source, the severing Party must give thirty (30) days’ notice to the other Parties by mailing such notice to each Party’s address. The severing Party will be solely responsible for all costs associated with the severance, including, but not limited to, all excavation costs and other removal costs associated with the severance. If severance from the Well’s water system requires disturbing the property of another Party, the severing Party shall restore the disturbed property to its previous condition, as nearly as practicable.

8. **Compliance with Water Usage Rules.** All usage of water derived from the Well shall be in compliance with and subject to all rules, regulations, limitations, and requirements of the Idaho Department of Water Resources and/or the Idaho Code.
9. **Water Rights.** Within thirty (30) days of the closing date of any sale of Lot 24 or Lot 25 from Smiths to a new owner, the new Lot owner (at such owner's sole cost and expense) shall submit either (a) an *Application for Permit* with the Idaho Department of Water Resources requesting a new water right for such Lot (if there is not already a water right for such Lot) or (b) a *Notice of Change in Water Right Ownership* with the Idaho Department of Water Resources updating the Department's records as to ownership of any already-existing water right appurtenant to such Lot. Such new Lot owner shall diligently pursue and obtain such permit or change (as the case may be). Such new Lot owner may submit this Agreement as evidence of the consent of the Parties to use the Well as the authorized point of diversion for such permit and the Parties shall further provide any other documents or information to the Department as may be necessary to process the required submission.
10. **Entire Agreement.** This Agreement constitutes the entire Agreement between the parties with respect to the transactions contemplated herein, and may not be modified, changed, discharged or terminated, except by a writing signed by all Parties.
11. **Governing Law.** This Agreement shall be governed by the laws of the State of Idaho.
12. **Enforceability.** In the event that any one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal, or unenforceable, the same shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had not been contained herein.
13. **Waiver.** Acceptance by any Party of any performance less than required hereby shall not be deemed to be a waiver of the rights of such Party to enforce all of the terms and conditions hereof. No waiver of any such right hereunder shall be binding unless reduced to writing and signed by the Party to be charged therewith.
14. **Binding on Successors.** This Agreement shall be recorded in the official records of Fremont County, Idaho, and shall be binding on the heirs, successors, administrators, executors and assigns of all Parties hereto and shall run with the properties described herein (the Lots).
15. **Costs and Attorney's Fees.** In the event of a breach of this Agreement by any Party, the nonbreaching Party or Parties shall have all remedies available at law or in equity, including the availability of injunctive relief. In any suit, action, or appeal therefrom to enforce or interpret this Agreement, the prevailing party shall be entitled to recover its costs incurred therein, including reasonable attorneys' fees and disbursements.
16. **Further Documents.** The parties hereby agree that they shall sign such other and further documents as may be required to carry into effect the terms and conditions of this Agreement.

17. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

[Signature Page follows]

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below.

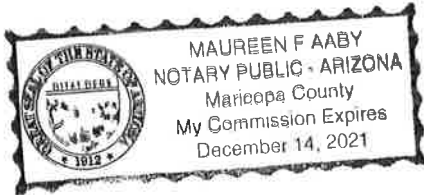
DATED this 7th day of September, 2018.

Barry M. Smith, TRUSTEE
Barry M. Smith, as trustee of the Barry and Julia Smith Family Trust

Julia P. Smith, TRUSTEE
Julia P. Smith, as trustee of the Barry and Julia Smith Family Trust

STATE OF AZ)
) ss.
County of Maricopa)

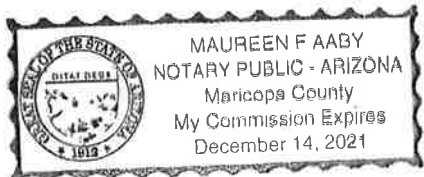
This record was acknowledged before me on the 7th day of September, 2018, by **Barry M. Smith** as trustee of the Barry and Julia Smith Family Trust.



Maureen F Aaby
NOTARY PUBLIC FOR AZ
My commission expires: 12.14.2021

STATE OF AZ)
) ss.
County of Maricopa)

This record was acknowledged before me on the 7th day of September, 2018, by **Julia P. Smith** as trustee of the Barry and Julia Smith Family Trust.



Maureen F Aaby
NOTARY PUBLIC FOR AZ
My commission expires: 12.14.2021

G:\WPDATA\CAH\20094\Documents\Well Use Agreement v04.docx



State of Idaho
DEPARTMENT OF WATER RESOURCES
900 N Skyline Dr., Ste A, Idaho Falls, Idaho 83402-1718
Phone: (208) 525-7161 FAX: (208) 525-7177 www.idwr.idaho.gov

September 27, 2018

C.L. "BUTCH" OTTER
Governor

GARY SPACKMAN
Director

BARRY SMITH
6508 N DESERT FAIRWAY DR
PARADISE VALLEY, AZ 85253

Application For Permit No. 21-13259

Dear Applicant(s):

The Department of Water Resources has received your water right application. Please refer to the number referenced above in all future correspondence regarding this application.

A legal notice of the application has been prepared and is scheduled for publication in the REXBURG STANDARD JOURNAL on October 5 and 12, 2018. Protests to this application may be submitted for a period ending ten (10) days after the second publication (**on October 22, 2018 at 5:00 pm**).

If the application is protested, you will be sent a copy of each protest. All protests must be resolved before the application can be considered for approval. If the protest(s) cannot be resolved voluntarily, the Department will conduct a conference and/or hearing on the matter.

If the application is not protested, the Department will process your application and notify you of any action taken on the application. If your application is approved, the Department will send you a copy of the permit.

Please contact this office if you have any questions regarding the application.

Sincerely,

A handwritten signature in blue ink that reads "Sharla Cox". The signature is written in a cursive style with a large, looping initial 'S'.

Sharla Cox
Administrative Assistant

CC: BRETT WHITAKER
PO BOX 425
ISLAND PARK, ID 83429

Cox, Sharla

From: Cox, Sharla
Sent: Thursday, September 27, 2018 12:06 PM
To: 'stubbs@journalnet.com'
Subject: Legal Notice for your paper - Rexburg Standard Journal 241525
Attachments: Rexburg Standard Journal.doc

Sharla

*Sharla Cox
Administrative Assistant
Idaho Dept of Water Resources
900 N Skyline Dr. Ste A.
Idaho Falls ID 83402
sharla.cox@idwr.idaho.gov
208-525-7161 phone
208-525-7177 fax*

THIS EMAIL MAY CONTAIN MORE THAN ONE PAGE!

September 27, 2018

Legal Notice Department

Rexburg Standard Journal / Herald Chronicle
PO Box 10
Rexburg ID 83440

RE: Legal Ad for your paper

Dear LEGAL NOTICE DEPARTMENT:

Enclosed you will find a legal notice which we wish to have published in your newspaper on the dates indicated (once a week for two consecutive weekly issues). If you cannot publish the notice on the proposed dates, please contact us immediately.

An affidavit of publication must be submitted to the Department along with the publication bill for **ACCOUNT NUMBER 241525**. Please send the affidavit and bill to this office before October 22, 2018. Your cooperation is appreciated.

Sincerely

Sharla Cox
Administrative Assistant

**PLEASE PUT IN NORMAL COLUMN AND NO BORDERS.
THANK YOU.**

The following application(s) have been filed to appropriate the public waters of the State of Idaho:

21-13259

BARRY SMITH

6508 N DESERT FAIRWAY DR
PARADISE VALLEY, AZ 85253

Point of Diversion

L1(NENE) S1 T13N R42E

FREMONT County

Source GROUND WATER Tributary

Use: DOMESTIC

01/01 to 12/31 0.08 CFS

Total Diversion: 0.08 CFS

Date Filed: 9/17/2018

Place Of Use: DOMESTIC

T13N R42E S1 L1(NENE) L2(NWNE) SWNE SENE

Permits will be subject to all prior water rights. For additional information concerning the property location, contact Eastern Region office at (208) 525-7161. Protests may be submitted based on the criteria of Idaho Code § 42-203A. Any protest against the approval of this application must be filed with the Director, Dept. of Water Resources, Eastern Region, 900 N SKYLINE DR STE A, IDAHO FALLS ID 83402-1718 together with a protest fee of \$25.00 for each application on or before October 22, 2018. The protestant must also send a copy of the protest to the applicant.

GARY SPACKMAN, Director

Published on October 5 and 12, 2018

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