

RECEIVED
MAY 15 2015
**DEPT OF WATER RESOURCES
SOUTHERN REGION**

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

Ident. No. 37-22968

1. Name of applicant(s) The Gloria Camille McCray 1965 Trust Phone 208-788-6353
Name connector (check one): ☐ and ☐ or ☐ and/or
Mailing address c/o Whittier Trust Company, 520 Pike Street, Ste 1415 City Seattle
State WA Zip 98101-4040 Email _____
2. Source of water supply Ground Water which is a tributary of N/A.
3. Location of point(s) of diversion:

TWP	RGE	SEC	Govt Lot	1/4	1/4	1/4	County	Source	Local name or tag #
2N	19E	31	6		NE	SW	BLAINE	GROUND WATER	Existing Dom. Well

4. Water will be used for the following purposes:
- Amount 0.3 AFA for Wildlife Storage purposes from 1/1 to 12/31 (both dates inclusive)
(cfs or acre-feet per year)
- Amount 0.3 AFA for Aesthetic Storage purposes from 1/1 to 12/31 (both dates inclusive)
(cfs or acre-feet per year)
- Amount .03 cfs for Diversion to Storage purposes from 4/15 to 10/31 (both dates inclusive)
(cfs or acre-feet per year)
- Amount _____ for _____ purposes from _____ to _____ (both dates inclusive)
(cfs or acre-feet per year)
5. Total quantity to be appropriated is (a) .03 cubic feet per second (cfs) and/or (b) 0.3 acre feet per year (af).
6. Proposed diverting works:
- a. Describe type and size of devices used to divert water from the source. Existing well will provide water for uses described above.
- b. Height of storage dam N/A. feet; active reservoir capacity N/A. acre-feet; total reservoir capacity N/A. acre-feet. If the reservoir will be filled more than once each year, describe the refill plan in item 11. For dams 10 feet or more in height OR reservoirs with a total 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 N/A. inches; proposed depth of well is N/A. feet.
- d. Is ground water with a temperature of greater than 85°F being sought? ☐ Yes ☒ No
- e. If well is already drilled, when? Unknown.; drilling firm Unknown.; well was drilled for (well owner) Unknown.; Drilling Permit No. Unknown.
7. Description of proposed uses (if irrigation only, go to item 8):
- a. Hydropower; show total feet of head and proposed capacity in kW. N/A.
- b. Stockwatering; list number and kind of livestock. N/A.
- c. Municipal; complete and attach the Municipal Water Right Application Checklist.
- d. Domestic; show number of households N/A.
- e. Other; describe fully. Wildlife and aesthetic storage on applicant's Lot, defined as Lot 28, Muldoon Ranch Subdivision No 2.

8. 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) See instructions for standard symbols.

Js= Aeasthetic Storage
Ws= Wildlife Storage

se below.

TWP	RGE	SEC	NE				NW				SW				SE				TOTALS
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
2N	19E	31									Js	Js							
2N	19	31									Ws	Ws							

Total number of acres to be irrigated: _____

PER 7/28/2015 E-MAIL FROM CHARLES E. BRICKWAY

9. 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?

N/A.

10. a. Who owns the property at the point of diversion? Applicant.

- b. Who owns the land to be irrigated or place of use? Applicant.

- c. If the property is owned by a person other than the applicant, describe the arrangement enabling the applicant to make this filing:
N/A.

11. Describe your proposal in narrative form, and provide additional explanation for any of the items above. Attach additional pages if necessary.

Applicant is owner of 37-1201B. Applicant seeks new permit while retiring/changing the nature of use of 37-1201B to ground water recharge to mitigate for new permit as 37-1201B is undeliverable.

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

13. MAP OF PROPOSED PROJECT REQUIRED - Attach an 8½" x 11" map clearly identifying the proposed point of diversion, place of use, section #, township & range. A photocopy of a USGS 7.5 minute topographic quadrangle map is preferred.

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

PAUL CANTON, EXECUTIVE VICE PRESIDENT
WHITTIER TRUST CO. of Nevada, INC., TRUSTEE
Print Name (and title, if applicable)
OF THE GLORIA CAMILLO MCCRAY 1965 TRUST

Signature of Applicant

Print Name (and title, if applicable)

For Department Use:

Received by ADM Date 5/15/15 Time _____ Preliminary check by _____
Fee \$ 100.00 Received by ADM Receipt No. 5034777 Date 5/15/15



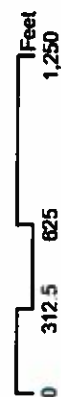
GLORIA MCCRAY
WATER PERMIT APPLICATION
NAIP 2013 AERIAL

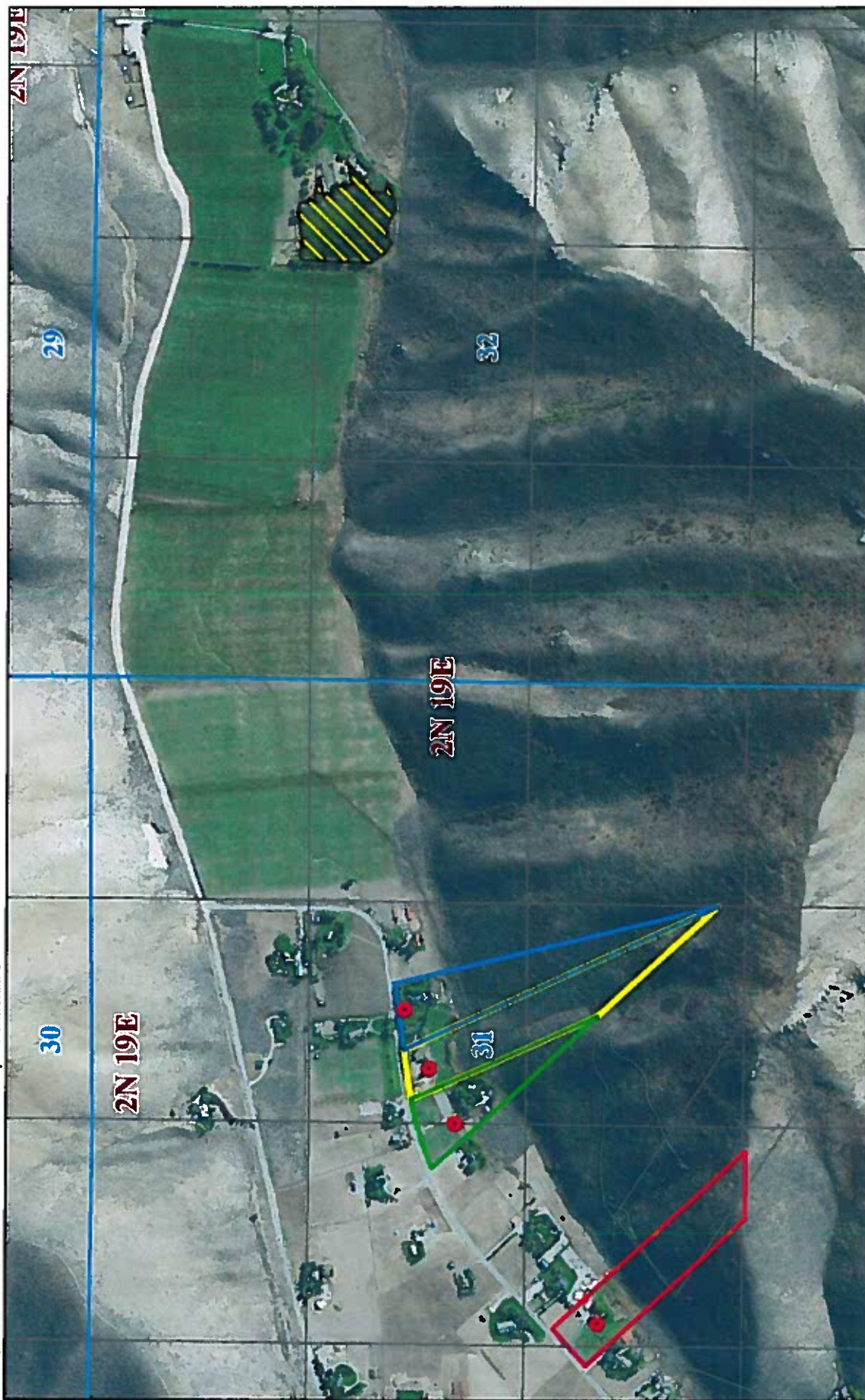
0 87.5 175 350 Feet

Legend
IDWR_WRP_ODI Township
IDWR_WRP_ODI Sections
IDWR_WRP_ODI Landsec
IDWR_WRP_ODI 37-1201B
IDWR_WRP_ODI 37-1201B



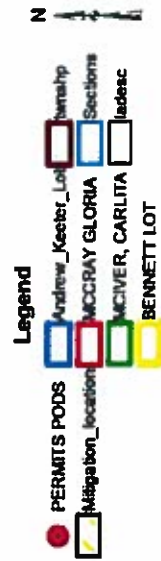
**GLORIA MCCRAY
WATER PERMIT APPLICATION
NAIP 2013 AERIAL**





0 400 800 1,600 Feet

SHOEMAKER PERMITS MITIGATION MAP NAIP 2013 AERIAL





April 6, 2015

Robert E. Williams
Williams, Meservy & Lothspeich, LLP
153 East Main Street
PO Box 168
Jerome ID 83338-0168

RE: Gloria Camille McCray 1965 Trust

Dear Mr. Williams:

As of March 6, 2012, Whittier Trust Company of Nevada, Inc. is the Successor Trustee of the Gloria Camille McCray 1965 Trust. Your correspondence in the Matter of Seaman's Creek – Water Right 37-1201B was forwarded to us by Tim Thomas of Thomas & Johnston Chtd. At your earliest convenience, would you please update your records to correct the mailing address for the subject trust to the following:

The Gloria Camille McCray 1965 Trust
Whittier Trust Company
520 Pike Street, Suite 1415
Seattle, WA 98101-4040

I enclose copies of the relevant pages of your most recent correspondence, the Removal of Current Trustee and Designation and Acceptance of Successor Trustee, and my card for your records.

Please contact me if you should have any questions.

Sincerely,

Paul A. Cantor, J.D.
Executive Vice President
Northwest Regional Manager

Enclosures

Williams, Meservy & Lothspeich, LLP
Attorneys at Law

153 East Main Street
Post Office Box 168
Jerome, Idaho 83338-0168

RECEIVED BY

APR 06 2015



ROBERT E. WILLIAMS
JAMES C. MESERVY
JOHN H. LOTHSPEICH
BRIAN J. WILLIAMS - ASSOCIATE
THEODORE R. LARSEN - ASSOCIATE
EUGENE D. FREDERICKSEN - RETIRED

THE VINDICT TRUST CO. OF WASH.
PHONE: (208) 324-2303
TELECOPIER: (208) 324-3135
E-MAIL: REWILLIAMS@CABLEONE.NET

March 30, 2015

Paul Arrington
BARKER, ROSHOLT & SIMPSON, LLP
195 River Vista Pl, Ste 204
Twin Falls, ID 83301-3029

RE: Seamans Creek - The Gloria Camille McCray 1965 Trust

Dear Paul:

I am sending this letter to you as attorney for The Gloria Camille McCray 1965 Trust. I am asking that you contact the Trust and obtain the necessary signatures to the individual Application for Permit in the name of the Trust, and the signature page on the Application for Transfer for the Seamans Creek water right holders near your client's residence.

The first application is an *Application for Permit*. The Permit will allow the pumping of an amount of groundwater from your client's existing domestic well equivalent to its Seamans Creek water right. The second application, which will be signed by all of the signors of the February 24th, 2015 Agreement, other than the Shoemakers, is an Application for Transfer of Water Right. When approved this Application will allow your client's existing Seamans Creek water right to be used for storage at the Shoemaker Pond site to provide seepage and therefore mitigation for the pumping of groundwater under your client's individual permit.

Please review each enclosed Application and contact me or Zach Latham at Brockway Engineering with any questions. If you find the Applications to be in order, kindly obtain the signature of your client on the signature lines marked on the enclosed Applications. Please make a photocopy of the signed Application page for your records, and return only the original, signed Application pages to me. When I have received all signature pages for each of the four (4) Applications for Permits, and the signature pages for the single Application for Transfer they will be filed with the Idaho Department of Water Resources. I will be back in touch with you to confirm the filings of the Applications.

Thank you for your continued cooperation. I look forward to hearing from you in response to this letter as soon as possible.

Very truly yours,

WILLIAMS, MESERVY & LOTHSPEICH, LLP

ROBERT E. WILLIAMS

REW/umb
Encl.
C: The Gloria Camille McCray 1965 Trust

ATTACHMENT A:

37-1201A
Andy and Sharon Keeter
334 Buckingham Drive
Twin Falls ID 83301
208-731-9391

37-1201B
The Gloria Camille McCray 1965 Trust
PO Box 3234
Ketchum ID 83340
Wink310@aol.com

37-11850
Carlita F. Severe-Mclver
330 Bayhorse Rd.
Bellevue ID 83313
starrline@hughes.net

37-22830
Kyle and Anna Bennett
110 Ridgeview Drive
Bellevue ID 83313
anna.bennett@powereng.com

**REMOVAL OF CURRENT TRUSTEE AND
DESIGNATION AND ACCEPTANCE OF SUCCESSOR TRUSTEE**

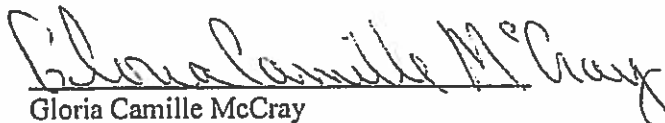
1. Removal of Current Trustee

Gloria Camille McCray, the current sole Beneficiary (the "Beneficiary") under the Gloria Camille McCray 1965 Trust under Agreement dated January 8, 1965, and modified by King County Superior Court Judicial Proceeding No. 08-4-06443-1SEA by court order dated December 1, 2008 (the "Trust"), pursuant to Article III(B) of the Trust, hereby removes the current Trustee, HERITAGE BANK TRUST SERVICES of Seattle, Washington, immediately effective upon the acceptance by the newly appointed Trustee as evidenced below.

2. Designation of Successor Trustee

The Beneficiary of the Trust hereby designates WHITTIER TRUST COMPANY OF NEVADA to serve as Successor Trustee of the Trust to be immediately effective upon the acceptance of appointment by Whittier Trust Company of Nevada as evidenced below.

Dated: Dec 2, 2011.


Gloria Camille McCray

ACCEPTANCE OF APPOINTMENT

The undersigned hereby accepts appointment as Successor Trustee to the Trust, with all of the duties, rights, title, and powers of the original named Trustee effective as of the date of the Trustee's signature below.

^R
Dated: Dec 2, 2011: ^{03/06/2012}

WHITTIER TRUST COMPANY OF NEVADA

By: 
Printed Name: PAUL CANTOR
Title: Vice President

Attachment #8A.

Narrative in Support of a Water Right Transfer for a Recharge and Extraction Plan

Seamans Creek Recharge and Extraction Plan

Water Rights 37-1201A, 37-1201B, 37-11850 and 37-22830

Seamans Creek is an ephemeral stream emanating from the mountains east of the City of Bellevue in Blaine County, Idaho. Except for a senior water right owned by the City of Bellevue in Seamans Creek which is not subject to the current application, Seamans Creek was historically used for irrigation of ranches dating back to 1880. Currently (2015) the stream enters a reservoir at the east end of the E da How Ranch and is distributed to some 216.5 acres of irrigated land. The original water rights for the ranches were subsequently divided in the Snake River Basin Adjudication to include four (4) small water rights belonging to lot owners in the Muldoon Ranch Subdivision #2 at the lower, western end of the E da How Ranch. The details on the four decreed rights and E da How Ranch (owned by Alvin V. and Sally P. Shoemaker) irrigation water right are shown in Table 1

Table 1: Seamans Creek Water Rights

Water Right	Owner	Use	Priority Date	Discharge and or Volume
37-1201A (Parent)	Andy and Sharon Keeter	Irrigation	7/21/1880	0.07 cfs
37-1201B	Gloria Camille McCray 1965 Trust	Wildlife Storage Aesthetic Storage	7/21/1880	0.3 AFA 0.3 AFA
37-11850	Carlita F Severe-Mclver	Irrigation Stockwater	7/21/1880	0.06 cfs 0.02 cfs
37-22582	Alvin V. and Sally P. Shoemaker	Irrigation	7/21/1880	4.33 cfs
37-22830	Kyle and Anna Bennett	Irrigation	7/21/1880	0.03 cfs

Seamans Creek flows through the E da How ranch and adjacent to the four lots in the Muldoon Ranch Subdivision #2 and the authorized points of diversion for the 4 lot owners are located on their individual lots. All of the 4 lot owners' water rights and water right 37-22582 belonging to E da How ranch have priority dates of July 21st 1880 and all of these water right holders should be provided water from Seamans Creek with the same priority.

Recognizing this requirement, the Watermaster District 37, Kevin Lakey attempted to deliver water through the existing creek channel in August of 2012 and April of 2014 but was unable to deliver the water in both instances because of excess seepage in the channel. This attempt was performed with no diversions from Seamans Creek to the E da How Ranch. He therefore indicated that it would likely be a futile call to attempt to deliver the lot owners' water at their points of diversion from Seamans Creek. (see attached memorandum from Kevin Lakey dated May 1st 2014.)

Brockway Engineering PLLC performed a feasibility analysis to determine if construction of a pipeline from the lower pond (see attached aerial photo) to the subdivision lot owners was feasible. It was determined that the cost of the pipeline and appurtenant structures would be prohibitive. Also, a study

of the feasibility of installation of a common well to deliver the water rights for the four (4) lot owners would be possible. This analysis showed that the cost and complexity would render this alternative not feasible.

Since the Seamans Creek valley aquifer is readily defined hydrologically, and the fact that the lot owners' domestic wells can be used to deliver the decreed discharge from each owner, the possibility of a managed recharge and extraction project was selected. The lower pond of the E da How ranch which has been in use for recreation, wildlife, and aesthetic purposes since the 1960's, is located on Seamans Creek approximately 4000 feet up-gradient from the lot owners. Seamans Creek flows into the pond and any inflow in excess of the pond seepage flows out through a control slide gate into the natural channel of Seamans Creek. Preliminary analysis of the seepage from the lower pond indicates that the seepage rate exceeds the sum of the lot owners' water rights from Seamans Creek (0.16 cfs. or 72 gpm). An analysis of available well driller's logs indicates that the aquifer underlying the subdivision and the lower end of E da How Ranch is all alluvial consisting primarily of gravel and sand typical of the mountain valley. None of the driller's logs in the alluvium reached the bedrock so the aquifer is at least 160-170 feet deep. Driller's logs indicate the well yields are 35 to 80 gpm with drawdown between 0 and 50 feet. There are no geological anomalies that would render a recharge/extraction project unfeasible. Recharge at the E da How Ranch lower pond will therefore be hydraulically and economically feasible and appears to be the only feasible alternative to providing the decreed water to the lot owners.

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

WATER DISTRICT NO. 37
107 WEST 1ST
SHOSHONE, IDAHO 83352
(208) 886/2451



MEMORANDUM

RE: Seaman's Creek water call

May 1, 2014

I am writing this memorandum to update all involved concerning the outcome of the call for water on Seaman's Creek by Kyle Bennett and others on lower Seaman's Creek.

The head gate on the lowest pond on the EE DA HO ranch was opened on the morning of April 16, 2014. At that time I measured 2.80 cfs running into the pond. I measured and adjusted the outlet flow to match the inflow. Later that evening, Rob Marcroft called and said the pond level was dropping drastically and wanted to turn down the outlet to avoid washing silt or fish out of the pond. I agreed with him and told him to adjust the head gate down. I am not sure why the outflow was greater than the inflow, but there was a large amount of trash at the head gate when I first opened it. There was also a large chunk of ice that washed out of the pipe when we opened it. Some of those obstructions may have washed out and allowed the outflow to surpass the inflow.

On April 18 I went back to the EE DA HO ranch and measured 2.80 cfs inflow. I measured 2.85 cfs outflow from the pond. There was no head pressure on the outlet head gate of the pond, so what was entering the pond was leaving the pond. The .05 cfs excess in outflow I believe can be attributed to measurement error. I believe the 1.78 % error would fall within allowable measurement error standards.

Also, on April 18 I walked the entire length of the streambed of Seaman's Creek. The outflow of the EE DA HO pond reached approximately 250 yards downstream from the pond which I would estimate was one-fourth the distance it would take to reach the lower points of diversion. I also found no points along the stream where water reappeared on the surface.

From April 18 to April 26 the total flow of Seaman's Creek was allowed to flow through the EE DA HO system. The EE DA HO ranch commenced irrigated on April 26, 2014.

On April 30 I measured the outflow of the EE DA HO pond at .98 cfs. Inflow was measured at 1.15 cfs. The EE DA HO ranch was diverting at the time, but I don't know the amount they were diverting because no measuring devices are in place at this time.

With decreased flows, the outlet stream had receded back up the streambed and was only reaching approximately 150 yards downstream from the EE DA HO pond.

No pond depths were taken, but it is estimated that the pond level dropped 1.5 feet in depth. The head gate level on the pond will allow no more withdrawals from the pond. The only storage currently taking place in the lower pond at this time is the water below the outlet head gate. As was alluded to earlier, all inflows into the pond are passed through the pond minus any evaporation or seepage.

No effort was taken to release water from upper ponds, but as it was mentioned earlier all water from Seaman's Creek was allowed to pass through the EE DA HO system because EE DA HO was not diverting for the first 8 days of the trial.

If the IDWR is in need of other measurements or requests other methods, I am open to suggestions.

Otherwise, Chuck Brockway Senior is attempting to organize a meeting of interested individuals to show how the EE DA HO system operates. Water will be allowed to run until that meeting takes place. Hopefully, the meeting will occur sometime early in the week of May 5th, 2014. If the meeting cannot be organized, I see no reason to allow release of water to continue after May 7th, 2014. Barring any unforeseen circumstances or guidance from IDWR, I am determining any further release of water as futile.

If anyone has questions or concerns, you can call me on my cell phone at 316-1048 or the office at 886-2451.

Respectfully,



Kevin Lakey

Water district 37

Resources

State law requires that this report be filed with the Director, Department of Water Resources within 30 days after the completion or abandonment of the well.

[illegible]

IDAHO DEPARTMENT OF WATER RESOURCES
WELL DRILLER'S REPORT

Office Use Only
Inspected by _____
Twp _____ Rge _____ Sec _____
1/4 1/4 1/4
Lat: : : Long: : :

1. WELL TAG NO. D 0008522
 DRILLING PERMIT NO. 37.99.5-0139.000
 Other IDWR No.

2. OWNER:
Name George Fredlund
Address 317 Bay Horse Road
City Bellevue State ID Zip 83313

3. LOCATION OF WELL by legal description:

Sketch map location must agree with written location.

N
 W X E
 S
 Twp. 2 North ☒ or South ☐
 Rge. 19 East ☒ or West ☐
 Sec. 31 1/4 SE 1/4 NW 1/4
 Gov'l Lot _____ County ^{10 sec} Blaine ^{10 sec}
 Lat. : : Long. : :
 Address of Well Site 317 Bay Horse Rd
 City Bellevue

LI. 39 Blk. _____ Sub. Name Muldoon Ranch
#2

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

5. TYPE OF WORK check all that apply (Replacement etc.)
☒ New Well ☐ Modify ☐ Abandonment ☐ Other _____

6. DRILL METHOD
☒ Air Rotary ☐ Cable ☐ Mud Rotary ☐ Other

7. SEALING PROCEDURES

SEAL/FILTER PACK			AMOUNT	METHOD
Material	From	To	Sacks or Pounds	
Bentonite	0	20	15sks	Overbore

Was drive shoe used? ☒ Y ☐ N Shoe Depth(s) 163'
Was drive shoe seal tested? ☐ Y ☒ N How? _____

8. CASING/LINER:

Diameter	From	To	Gauge	Material	Casing	Liner	Welded	Threaded
6"	+1½	163	.25	Steel	☒	☐	☒	☐
					☐	☐	☐	☐
					☐	☐	☐	☐

Length of Headpipe _____ Length of Tailpipe _____

9. PERFORATIONS/SCREENS

Perforations _____ Method _____
Screens _____ Screen Type _____

From	To	Slot Size	Number	Diameter	Material

MICROFILMED

10. STATIC WATER LEVEL OR ARTESIAN PRESSURE:

110 ft. below ground Artesian pressure lb.
Depth flow encountered ft. Describe access port or
control devices:

11. WELL TESTS:

☐ Pump ☐ Bailer ☐ Air ☒ Flowing Artesian

Yield gal./min.	Drawdown	Pumping Level	Time
35			1 hour

Water Temp. _____ Bottom hole temp. _____

Water Quality test or comments: _____

Depth first Water Encounter _____

12. LITHOLOGIC LOG: (Describe repairs or abandonment) Water

[illegible]

13. DRILLER'S CERTIFICATION

We certify that all minimum well construction standards were complied with at the time the rig was removed.

Wood River Drilling & Pump, Inc.
Company Name _____ Firm No. 265

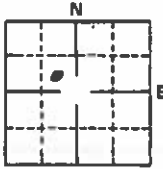
Firm Official Ken Smith Date _____
and _____

Driller or Operator [Signature] Date _____
(Sign once if Frac Official & Operator)

WELL DRILLER'S REPORT

RECEIVED

State law requires that this report be filed with the Director, Department of Water Resources
within 30 days after the completion or abandonment of the well.

1. WELL OWNER Name <u>Jerry Garden</u> Address <u>Bellefue Idaho</u> Owner's Permit No. _____		7. WATER LEVEL Static water level <u>100</u> feet below ground surface Flowing? ☐ Yes ☒ No G.P.M. flow _____ Artesian closed-in pressure _____ p.s.i. Controlled by: ☐ Valve ☐ Cap ☐ Plug Temperature _____ °F. Quality _____																																																			
2. NATURE OF WORK ☒ New well ☐ Deepened ☐ Replacement ☐ Abandoned (describe method of abandoning) _____		8. WELL TEST DATA ☐ Pump ☒ Bailer ☐ Air ☐ Other _____ Discharge G.P.M. <u>40</u> Pumping Level <u>104</u> Hours Pumped <u>1</u>																																																			
3. PROPOSED USE ☒ Domestic ☐ Irrigation ☐ Test ☐ Municipal ☐ Industrial ☐ Stock ☐ Waste Disposal or Injection ☐ Other _____ (specify type)		9. LITHOLOGIC LOG <table border="1"><thead><tr><th>Hole Diam.</th><th>Depth From</th><th>To</th><th>Material</th><th>Water Yes No</th></tr></thead><tbody><tr><td>8</td><td>0</td><td>4</td><td>Top Soil & gravel</td><td>x</td></tr><tr><td>8</td><td>4</td><td>18</td><td>Gravel set in clay</td><td>x</td></tr><tr><td>6</td><td>18</td><td>27</td><td>" " " "</td><td>x</td></tr><tr><td>6</td><td>27</td><td>30</td><td>Large gravel & clay</td><td>x</td></tr><tr><td>6</td><td>30</td><td>94</td><td>Gravel set in clay</td><td>x</td></tr><tr><td>6</td><td>94</td><td>130</td><td>Gravel & clay</td><td>x</td></tr><tr><td>6</td><td>130</td><td>136</td><td>Pea gravel</td><td>x</td></tr><tr><td>6</td><td>136</td><td>145</td><td>Large gravel</td><td>x</td></tr><tr><td>6</td><td>145</td><td>162</td><td>Brown clay with gravel</td><td>x</td></tr></tbody></table>		Hole Diam.	Depth From	To	Material	Water Yes No	8	0	4	Top Soil & gravel	x	8	4	18	Gravel set in clay	x	6	18	27	" " " "	x	6	27	30	Large gravel & clay	x	6	30	94	Gravel set in clay	x	6	94	130	Gravel & clay	x	6	130	136	Pea gravel	x	6	136	145	Large gravel	x	6	145	162	Brown clay with gravel	x
Hole Diam.	Depth From	To	Material	Water Yes No																																																	
8	0	4	Top Soil & gravel	x																																																	
8	4	18	Gravel set in clay	x																																																	
6	18	27	" " " "	x																																																	
6	27	30	Large gravel & clay	x																																																	
6	30	94	Gravel set in clay	x																																																	
6	94	130	Gravel & clay	x																																																	
6	130	136	Pea gravel	x																																																	
6	136	145	Large gravel	x																																																	
6	145	162	Brown clay with gravel	x																																																	
4. METHOD DRILLED ☐ Rotary ☐ Air ☐ Hydraulic ☐ Reverse rotary ☒ Cable ☐ Dug ☐ Other _____		10. Work started <u>June 12, 1979</u> finished <u>June 27, 1979</u>																																																			
5. WELL CONSTRUCTION Casing schedule: ☒ Steel ☐ Concrete ☐ Other _____ Thickness <u>250</u> inches Diameter <u>6</u> inches From <u>1</u> foot To <u>162</u> feet Inches inches inches feet feet Inches inches inches feet feet Inches inches inches feet feet Was casing drive shoe used? ☒ Yes ☐ No Was a packer or seal used? ☐ Yes ☒ No Perforated? ☒ Yes ☐ No How perforated? ☐ Factory ☒ Knife ☐ Torch Size of perforation <u>1/4</u> inches by <u>1 1/2</u> inches Number <u>4</u> Per <u>Fe</u> perforations From <u>110</u> feet To <u>145</u> feet perforations feet feet perforations feet feet Well screen installed? ☐ Yes ☒ No Manufacturer's name _____ Type _____ Model No. _____ Diameter _____ Slot size _____ Set from _____ feet to _____ feet Diameter _____ Slot size _____ Set from _____ feet to _____ feet Gravel packed? ☐ Yes ☒ No ☐ Size of gravel _____ Placed from _____ feet to _____ feet Surface seal depth <u>188</u> Material used in seal: ☐ Cement grout ☒ Puddling clay ☐ Well cuttings Sealing procedure used: ☐ Slurry pit ☒ Temp. surface casing ☐ Overbore to seal depth Method of joining casing: ☐ Threaded ☒ Welded ☐ Solvent Weld ☐ Cemented between strata Describe access port _____		11. DRILLERS CERTIFICATION I/We certify that all minimum well construction standards were complied with at the time the rig was removed. Firm Name <u>Ken Smith Well Drilling</u> Firm No. <u>265</u> Address <u>Box 1165 Hailey Idaho</u> Date <u>June 28, 1979</u> Signed by (Firm Official) <u>Ken Smith</u> and (Operator) _____																																																			
6. LOCATION OF WELL Sketch map location must agree with written location.  Subdivision Name _____ Lot No. _____ Block No. _____ County <u>Blaine</u> <u>SE</u> 1/4 NW 1/4 Sec. <u>31</u> , T. <u>2</u> N, R. <u>19</u> E W.																																																					

WELL DRILLER'S REPORT

JUL 8 1976

State law requires that this report be filed with the Director, Department of Water Resources within 30 days after the completion or abandonment of the well.

Department of Water Resources
Southern District Office

1. WELL OWNER

Name Sam Severe
Address Bellevue, Idaho
Owner's Permit No. _____

7. WATER LEVEL

Static water level 79 feet below land surface
Flowing? ☐ Yes ☒ No G.P.M. flow _____
Temperature _____ ° F. Quality good
Artesian closed-in pressure _____ p.s.i.
Controlled by ☐ Valve ☐ Cap ☐ Plug

2. NATURE OF WORK

☒ New well ☐ Deepened ☐ Replacement
☐ Abandoned (describe method of abandoning)

8. WELL TEST DATA

☐ Pump ☒ Sailer ☐ Other

Discharge G.P.M.	Draw Down	Hours Pumped
	5'	

3. PROPOSED USE

☒ Domestic ☐ Irrigation ☐ Test ☐ Other (specify type)
☐ Municipal ☐ Industrial ☐ Stock ☐ Waste Disposal or Injection

9. LITHOLOGIC LOG

033662

Hole Diam.	Depth		Material	Water	
	From	To		Yes	No
10"	0	8	Top soil		x
10"	8	18	Clay		x
8"	18	62	Clay		x
8"	62	69	Clay with fine gravel		x
8"	69	80	Clay with sand		x
8"	80	95	Brown clay		x
8"	95	117'	Gravel	x	

4. METHOD DRILLED

☒ Cable ☐ Rotary ☐ Dug ☐ Other

5. WELL CONSTRUCTION

Diameter of hole 8 inches Total depth 117'2" feet
Casing schedule: ☒ Steel ☐ Concrete

Thickness	Diameter	From	To
<u>.250</u> inches	<u>8</u> inches	<u>1</u> feet	<u>117'2"</u> feet
_____ inches	_____ inches	_____ feet	_____ feet
_____ inches	_____ inches	_____ feet	_____ feet
_____ inches	_____ inches	_____ feet	_____ feet

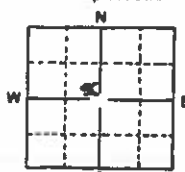
Was casing drive shoe used? ☒ Yes ☐ No
Was a packer or seal used? ☒ Yes ☐ No
Perforated? ☒ Yes ☐ No
How perforated? ☐ Factory ☒ Knife ☐ Torch
Size of perforation 1/4 inches by 1 1/2 inches

Number	From	To
<u>80</u> perforations	<u>95</u> feet	<u>115</u> feet
_____ perforations	_____ feet	_____ feet
_____ perforations	_____ feet	_____ feet

Well screen installed? ☐ Yes ☒ NoManufacturer's name _____
Type _____ Model No. _____
Diameter _____ Slot size _____ Set from _____ feet to _____ feet
Diameter _____ Slot size _____ Set from _____ feet to _____ feetGravel packed? ☐ Yes ☒ No Size of gravel _____
Packed from _____ feet to _____ feetSurface seal depth 18' Material used in seal ☐ Cement grout
☒ Pudding clay ☐ Well cuttingsSealing procedure used ☐ Slurry pit ☐ Temporary surface casing
☐ Overbore to seal depth

6. LOCATION OF WELL

Sketch map location must agree with written location.



Subdivision Name _____

Lot No. _____ Block No. _____

County BlaineS. E. 1/4 N. W. 1/4 Sec. 21 T. 2 N. N. S. R. 19 E. E. W.

10.

Work started 5/15/76 finished 5/25/76

11. DRILLER'S CERTIFICATION

Firm Name Ken Smith Well Drilling Firm No. 265Address Box 1165 Hailey, Idaho Date 5/27/76Signed by (Firm Official) Ken Smithand
(Operator) Ken Smith

RECEIVED

WELL DRILLER'S REPORT

State law requires that this report be filed with the Director, Department of Water Administration within 30 days after the completion or abandonment of the well.

[illegible]

USE ADDITIONAL SHEETS IF NECESSARY

FORWARD THE WHITE COPY TO THE DEPARTMENT

MICROFILM

WELL DRILLER'S REPORT

State law requires that this report be filed with the Director, Department of Water Administration, within 30 days after the completion or abandonment of the well.

RECEIVED

[illegible]

USE ADDITIONAL SHEETS IF NECESSARY

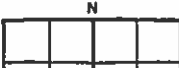
FORWARD THE WHITE, BLUE, AND PINK COPIES TO THE DEPARTMENT

Use Typewriter
or
Ball Point Pen

Other IDWR No. _____

Name JOAN JOHNSON
Address P.O. Box 1745
City HAILEY State ID Zip 83333

Sketch map location must agree with written location.


 Twp. 2 North ☒ or South ☐
 Rge. 19 East ☒ or West ☐
 Sec. 21 1/4 SW 1/4 NE 1/4
 Gov't Lot _____ County BLADE
 Address of Well Site 336 BAY HORSE
ROAD City BELLEVUE
 (Give at least name of road + Distance to Road or Landmark)

LT. 35A Blk. Sub. Name MILDEN RANCH
SUB # 2

☒ Domestic ☐ Municipal ☐ Monitor ☐ Irrigation
☐ Thermal ☐ Injection ☐ Other

☒ New Well ☐ Modify or Repair ☐ Replacement ☐ Abandonment☐ Mud Rotary ☒ Air Rotary ☐ Cable ☐ Other _____

SEAL/FILTER PACK			AMOUNT	METHOD
Material	From	To	Secia or Pounds	
DENTONITE	0	20	12	CUREPAGE

Was drive shoe used? ☒ Y ☐ N Shoe Depth(s) _____
Was drive shoe seal tested? Y ☐ N ☒ How? _____

Diameter	From	To	Gauge	Material	Casing	Liner	Welded	Threaded
6"	1 1/2	160	250	STEEL	☒	☐	☒	☐
					☐	☐	☐	☐
					☐	☐	☐	☐

Length of Headpipe _____ Length of Tailpipe _____

☐ Perforations Method _____

☐ Screens Screen Type _____

From	To	Slot Size	Number	Diameter	Material	Casing	Line
						☐	☐
						☐	☐
						☐	☐

60 ft. below ground Artesian pressure _____ lb.
Depth flow encountered _____ ft. Describe access port or
control devices: _____

☐ Pump ☐ Bailer ☒ Air ☐ Flowing Artesian

Yield gal/min.	Drawdown	Pumping Level	Time
80		120	1

Water Temp. _____ Bottom hole temp. _____

Water Quality test or comments: _____

Water

[illegible]

Completed Depth 160 (Measurable)
Date: Started 2/26/96 Completed 2/29/96

I/We certify that all minimum well construction standards were complied with at the time the rig was removed.

Firm Name WOOD RIVER DRILLING & PUMP BOX 837 Firm No. 265

Firm Official Rene Smith Date 3-1-96

Supervisor or Operator: 8800 McILVAIN Date: 3-1-96

(Sign once if Firm Official & Operator)

FORWARD WHITE COPY TO WATER RESOURCES

RECEIVED

WELL DRILLER'S REPORT

State law requires that this report be filed with the Director, Department of Water Resources within 30 days after the completion or abandonment of the well.

NOV 12 1975

1. WELL OWNER
Name BILL ROUSEY
Address BELLEVEUE IDAHO
Owner's Permit No. _____

7. WATER LEVEL
Department of Water Resources
Southern District Office
Static water level 28 feet below land surface
Flowing? ☐ Yes ☒ No G.P.M. flow _____
Temperature _____ ° F. Quality _____
Artesian closed-in pressure _____ p.s.i.
Controlled by ☐ Valve ☐ Cap ☐ Plug

2. NATURE OF WORK
☒ New well ☐ Deepened ☐ Replacement
☐ Abandoned (describe method of abandoning) _____

3. PROPOSED USE
☒ Domestic ☐ Irrigation ☐ Test ☐ Other (specify type) _____
☐ Municipal ☐ Industrial ☐ Stock ☐ Waste Disposal or Injection _____

4. METHOD DRILLED
☒ Cable ☐ Rotary ☐ Dug ☐ Other _____

5. WELL CONSTRUCTION
Diameter of hole 6 inches Total depth 80 feet
Casing schedule: ☒ Steel ☐ Concrete
Thickness Diameter From To
37.5 inches 8 inches 1 feet 2.2 feet
_____ inches _____ inches _____ feet _____ feet
_____ inches _____ inches _____ feet _____ feet
_____ inches _____ inches _____ feet _____ feet
_____ inches _____ inches _____ feet _____ feet
Was casing drive shoe used? ☐ Yes ☒ No
Was a packer or seal used? ☐ Yes ☒ No
Perforated? ☐ Yes ☒ No
How perforated? ☐ Factory ☐ Knife ☐ Torch
Size of perforation _____ inches by _____ inches
Number From To
_____ perforations _____ feet _____ feet
_____ perforations _____ feet _____ feet
_____ perforations _____ feet _____ feet
Well screen installed? ☐ Yes ☒ No
Manufacturer's name _____
Type _____ Model No. _____
Diameter _____ Slot size _____ Set from _____ feet to _____ feet
Diameter _____ Slot size _____ Set from _____ feet to _____ feet
Gravel packed? ☐ Yes ☒ No Size of gravel _____
Placed from _____ feet to _____ feet
Surface seal depth 22 Material used in seal ☐ Cement grout
☒ Puddling clay ☐ Well cuttings
Sealing procedure used ☐ Shallow pit ☒ Temporary surface casing
☒ Overbore to seal depth

6. LOCATION OF WELL
Sketch map location must agree with written location.

37

Subdivision Name _____
Lot No. _____ Block No. _____
County BLAINE
SW 1/4 NE 1/4 Sec. 31, T. 2 N, R. 19 E

8. WELL TEST DATA
☐ Pump ☒ Bailor ☐ Other
Discharge G.P.M. Draw Down Hours Pumped
5 TO BOTTOM 5 MIN.

9. LITHOLOGIC LOG
042057

Hole Diam.	Depth		Material	Water	
	From	To		Yes	No
8"	0	19	BROWN CLAY		
8"	19	22	BROWN BASALT		
6"	22	28	BROWN BASALT		
6"	28	80	BROWN BASALT		

10.
Work started 23 SEPT. 75 finished 30 SEPT. 75

11. DRILLERS CERTIFICATION
Firm Name HER LAND & WATER Firm No. 227
Address DIEBTRICH IDAHO Date 30 SEPT. 75
Signed by (Firm Official) Norman Riedinger
and
(Operator) Norman Riedinger

USE ADDITIONAL SHEETS IF NECESSARY

FORWARD THE WHITE COPY TO THE DEPARTMENT

Williams, Meservy & Lothspeich, LLP
Attorneys at Law

153 East Main Street
Post Office Box 168
Jerome, Idaho 83338-0168



ROBERT E. WILLIAMS
JAMES C. MESERVY
JOHN B. LOTHSPICH
BRIAN J. WILLIAMS - ASSOCIATE
THEODORE R. LARSEN - ASSOCIATE
EUGENE D. FREDERICKSEN - RETIRED

TELEPHONE: (208) 324-2303
TELECOPIER: (208) 324-3135
E-MAIL: REWILLIAMS@CABLEONE.NET

March 3, 2015

The Gloria Camille McCray 1965 Trust
c/o Paul Arrington
BARKER, ROSHOLT & SIMPSON, LLP
195 River Vista Pl, Ste 204
Twin Falls, ID 83301-3029

Carlita F. Severe-Mclver
330 Bayhorse Rd.
Bellevue ID 83313

Kyle and Anna Bennett
110 Ridgeview Drive
Bellevue ID 83313

Andy and Sharon Keeter
334 Buckingham Drive
Twin Falls ID 83301

RE: Seamans Creek

Ladies and Gentlemen:

Enclosed please find a copy of the fully executed *Agreement*. Thank you to all concerned for their provision of the necessary signature pages. Brockway Engineering is underway with the filing of the necessary applications per the *Agreement*. They may be in touch with you individually to gather necessary information or discuss the particular aspects of each application with you.

Either Brockway Engineering or myself will endeavor to keep you fully advised of the progress of the preparation, filing and processing of the applications. Please contact me directly, or Chuck Brockway, Sr. at Brockway Engineering, PLLC, if you have any questions.

Very truly yours,

WILLIAMS MESERVY & LOTHSPICH, LLP

ROBERT E. WILLIAMS

REW/mmb
Encl.
C Client

Fritz Haemmerle

Brockway Engineering, PLLC

\\SERVER\\share\\REW\\data\\Q-T\\Shoemaker Properties (Alvin)\\Correspondence\\McCray Arrington Severe Bennett Keeter 2015.03.03.doc

AGREEMENT

This Agreement is made and entered into this 24th day of February, 2015, by and among **ALVIN V. SHOEMAKER and SALLY P. SHOEMAKER**, husband and wife, (hereinafter "Shoemaker"); **THE GLORIA CAMILLE MCCRAY 1965 TRUST** (hereinafter "McCray"); **CARLITA F. SEVERE-MCIVER** (hereinafter "Severe-McIver"); **KYLE BENNETT and ANNA BENNETT** (hereinafter "Bennett"), and **ANDY KEETER and SHARON KEETER**, husband and wife (hereinafter "Keeter") (McCray, Severe-McIver, Bennett and Keeter are sometimes collectively referred to hereinafter as the "Other Parties").

RECITALS

- A. Each of the parties presently owns water rights in Blaine County, Idaho, that have surface water from Seamans Creek as their sources. These water rights are as follows:

NAME	WATER RIGHT NO.	DIVERSION RATE (CFS)	VOLUME (AFY)	PRIORITY DATE
SHOEMAKER				
	37-22797		337.2	07/21/1880
	37-12375	.02		12/31/1891
	37-14278	3.0		07/01/1966
	37-22582	4.33		07/21/1880
	37-8739		12	03/04/1991
MCCRAY				
	37-1201B		.3	07/21/1880
SEVERE-MCIVER				
	37-11850	.06		07/21/1880
BENNETT				
	37-22830	.03		07/21/1880
KEETER				
	37-1201A	.07		07/21/1880

(collectively the "Water Rights")

- B. The Water Rights all have irrigation or aesthetic/wildlife storage as their primary nature of use.
- C. For the years 2014 and recent prior years McCray, Severe-McIver, Bennett and Keeter, or their predecessors in interest, have not been delivered adequate water for the beneficial uses under their respective water rights.

- D. The real property owned by Shoemaker to which the water rights owned by them are appurtenant is upstream on Seamans Creek from the real property of the Other Parties. Some of Shoemaker's water rights allow them to impound water from Seamans Creek and store it for irrigation and other purposes.
- E. In the years 2013 and 2014 water calls were made to Water District 37 of which Seamans Creek is a part by some of the Other Parties. Despite attempts to deliver water to the Other Parties, no water has been able to be delivered.
- F. Even when water from Seamans Creek is not being stored by Shoemaker water has not been able to be delivered to the Other Parties.
- G. Bennett, McCray, Carl and Diane Legg, (as predecessors in interest to Keeter) executed a term sheet ("Term Sheet") in connection with this Agreement. A copy of the executed Term Sheet is attached hereto as EXHIBIT A.
- H. The parties wish to agree upon terms and conditions whereby the definitive agreement anticipated by the Term Sheet will be executed containing terms that include, but are not limited to, provisions that a new application for appropriation of groundwater will be made by each of the Other Parties, requesting (a) an individual groundwater water right for each of the Other Parties with the point of diversion being the current point of diversion for each of the domestic wells of the Other Parties as now located, or some other location identified by a party on the real property to which their water right is appurtenant; (b) the diversion rates and volumes in the same amounts as the Other Parties' water rights as described in Recital A; and (c) that Shoemaker provide mitigation for the new applications by allowing water to seep from their existing ponds in order to satisfy the mitigation requirements in connection with the new applications.

IT IS THEREFORE AGREED in consideration of these recitals and the promises and covenants hereafter contained as follows:

1. **APPLICATIONS FOR NEW WATER RIGHTS.** The Other Parties shall file with the Idaho Department of Water Resources ("IDWR") a joint application (or separate applications) for new water permits through Brockway Engineering, PLLC, Twin Falls, Idaho.. The points of diversion for the application(s) shall be the Other Parties' existing points of diversion for their respective domestic wells. All other elements of the new water rights to be sought by the application(s) shall be as now partially decreed for each of the Other Parties existing water rights as described in Recital A above. Mitigation for the new water right permits shall be as described in Paragraph 2 below.

2. **APPLICATION FOR TRANSFER FOR MITIGATION PURPOSES.** The Other Parties shall file a joint application (or separate applications) for transfer with the IDWR for the change of the nature of the use of the Other Parties' existing water rights as described in Recital A above, to groundwater recharge. Groundwater recharge shall be used for mitigation purposes for the Other Parties' new water rights sought in the application(s) described in paragraph 1 above.

Shoemaker will file such an application and pay all the costs for its preparation and processing, including filing fees.

3. INFRASTRUCTURE, MEASUREMENT AND RECORDING. In connection with the applications to be filed under paragraphs 1 and 2, certain improvements will be required to be constructed. Shoemaker agrees to pay for the entire cost of the following components of the required infrastructure, along with their installation, except as otherwise specifically provided elsewhere in this Agreement:

- (a) water measuring flume at the inlet to the lower pond on the Shoemaker property;
- (b) ten inch (10") meter to measure water flow on the main irrigation line from the upper pond;
- (c) four inch (4") meter on two (2) existing irrigation lines from Seamans Creek near the residence on the Shoemaker property;
- (d) staff gauge installation on the lower pond on the Shoemaker property;
- (e) Shoemaker agrees to pay the first five hundred dollars (\$500.00) of costs incurred by each of the Other Parties for the purchase and installation of magnetic flow meters at each of the points of diversion of the Other Parties on the real property to which their water rights are presently appurtenant. All other costs in connection with the purchase and installation of magnetic flow meters on the individual wells of the Other Parties will be borne by the Other Parties. If modifications to any of the Other Parties' existing wells, pumps or motors are required, each of the Other Parties will bear such costs associated with their individual wells.

Shoemaker shall also pay the entire cost of the measurement of the water provided for groundwater mitigation under the application(s) described in paragraph 2, as well as the reporting of such measurements to the IDWR.

4. TIMING AND CONSTRUCTION OF INFRASTRUCTURE. The parties will incur responsibility for the costs described in paragraph 3 above only when final, non-appealable orders have been entered by the Idaho Department of Water Resources approving each of the applications to be filed by or on behalf of the Other Parties as described in paragraphs 1 and 2. If it is determined that any of the applications described in those paragraphs cannot be made subject to a final order from the IDWR reasonably acceptable to all parties, this Agreement shall be null and void as to any of the Other Parties for which an acceptable final order cannot be obtained as to their application.

5. SEAMANS' CREEK OUTSIDE OF AUTHORIZED SEASON OF USE. Shoemaker shall allow the water in Seamans Creek in excess of the amounts necessary for aesthetic and wildlife storage as now established by Shoemaker's rights described in Recital A and for the diversion rates required for water rights in Seamans Creek owned by the City of Bellevue, Idaho which are prior

in interest to the rights of the Other Parties, to flow through Seamans Creek without being impounded outside of the lawful season of use for the Shoemaker irrigation rights.

6. **COOPERATION.** The Other Parties agree to cooperate fully with Shoemaker and Brockway Engineering, PLLC, by: (a) providing information necessary for the filing and processing of the applications described in paragraphs 1 and 2 above; (b) providing affidavits and/or testimony at any required hearing; and (c) not opposing, in whole or in part, any of the applications filed under paragraphs 1 or 2.

7. **SPECIFICATIONS.** Shoemaker agrees to provide specifications and any related plans for the work that will be performed by Shoemaker under this Agreement as soon as they are reasonably available. Brockway Engineering, PLLC, shall recommend to the Other Parties pipes and brands of magnetic flow meters which would be appropriate for each of the Other Parties to install. Each of the Other Parties acknowledges that they will be individually responsible for the selection and payment of an appropriate magnetic flow meter, and the selection and payment of a contractor to perform all other work necessary to modify their existing well, pump and motors to accommodate the increased water usage that will result from the applications for transfer. Shoemaker agrees to partially reimburse each Other Party in the amount of five hundred dollars (\$500.00) per owner for such expenses.

8. **TIMING OF FILING OF APPLICATIONS.** Subject to the full cooperation of the Other Parties, Shoemaker agrees to cause all the applications described in paragraphs 1 and 2 above to be filed within four (4) weeks of the date upon which the last of the signatures are affixed to this Agreement necessary to carry it into effect.

9. **EFFECTIVENESS.** This Agreement shall be fully effective between Shoemaker and the Other Parties who have executed it on or prior to March 1, 2015. Any of the Other Parties who have not executed this Agreement by March 1, 2015, shall not be a party to this Agreement, and shall not be entitled to any of the benefits of it.

10. **PREPARATION OF AGREEMENT.** This Agreement has been prepared by Robert E. Williams, of Williams, Meservy & Lothspeich, LLP, as attorney for Shoemaker. Each of the Other Parties has been advised to seek independent counsel of their own choosing with respect to this Agreement and any matter related to it.

11. **FURTHER AND ADDITIONAL DOCUMENTS.** The parties agree to execute such other, further and additional documents as may be required to carry into effect the terms and conditions of this agreement.

12. **TIME IS OF THE ESSENCE.** The parties hereto acknowledge and agree that time is, and shall be, the essence of each and every term and condition contained herein.

13. **GOVERNING LAW.** This agreement shall be subject to and governed by the laws of the State of Idaho.

14. **INTEGRATION.** The parties hereto acknowledge that the terms, conditions and covenants of this agreement shall supersede any prior negotiations and agreements of the parties, that there are no other agreements not contained in this agreement, and that this agreement shall be the final expression of the agreement of the parties and shall control. No modifications of this agreement shall be valid unless in writing and executed by all the parties hereto.

15. **ATTORNEY'S FEES ON DEFAULT.** If default be made by any party hereto in keeping or performing any of the covenants, conditions or agreements herein agreed to be kept by them, and the other party is required to employ an attorney to enforce any of the covenants, conditions or agreements herein contained, then and in such event, the party in default agrees to pay to the non-defaulting party, in addition to all other sums herein agreed to be paid by them, a reasonable attorney's fee, together with any costs and disbursements that may be incurred in enforcing this agreement.

16. **BINDING EFFECT.** This agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective heirs, executors, administrators and assigns.

17. **COUNTERPARTS.** This Agreement may be executed in original counterparts. Original signature pages shall be sent to Robert E. Williams, attorney for Shoemaker who shall then compile and send to each of the Other Parties a copy of the fully executed document.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names, the day and year in this agreement first above written.


ALVIN V. SHOEMAKER


SALLY P. SHOEMAKER

GLORIA CAMILLE MCCRAY 1965 TRUST

PAUL A. CANTOR, Vice President
of Whittier Trust Co. of Nevada, Inc., Trustee

CARLITA F. SEVERE-MCIVER

KYLE BENNETT

ANNA BENNETT

ANDY KEETER

SHARON KEETER

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SALLY P. SHOEMAKER

GLORIA CAMILLE MCCRAY 1965 TRUST



PAUL A. CANTOR, Vice President
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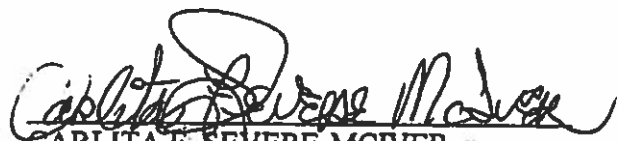
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ALVIN V. SHOEMAKER

SALLY P. SHOEMAKER

GLORIA CAMILLE MCCRAY 1965 TRUST

PAUL A. CANTOR, Vice President
of Whittier Trust Co. of Nevada, Inc., Trustee


CARLITA F. SEVERE-MCIVER

KYLE BENNETT

ANNA BENNETT

ANDY KEETER

SHARON KEETER

14. **INTEGRATION.** The parties hereto acknowledge that the terms, conditions and covenants of this agreement shall supersede any prior negotiations and agreements of the parties, that there are no other agreements not contained in this agreement, and that this agreement shall be the final expression of the agreement of the parties and shall control. No modifications of this agreement shall be valid unless in writing and executed by all the parties hereto.

15. **ATTORNEY'S FEES ON DEFAULT.** If default be made by any party hereto in keeping or performing any of the covenants, conditions or agreements herein agreed to be kept by them, and the other party is required to employ an attorney to enforce any of the covenants, conditions or agreements herein contained, then and in such event, the party in default agrees to pay to the non-defaulting party, in addition to all other sums herein agreed to be paid by them, a reasonable attorney's fee, together with any costs and disbursements that may be incurred in enforcing this agreement.

16. **BINDING EFFECT.** This agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective heirs, executors, administrators and assigns.

17. **COUNTERPARTS.** This Agreement may be executed in original counterparts. Original signature pages shall be sent to Robert E. Williams, attorney for Shoemaker who shall then compile and send to each of the Other Parties a copy of the fully executed document.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names, the day and year in this agreement first above written.

ALVIN V. SHOEMAKER

SALLY P. SHOEMAKER

GLORIA CAMILLE MCCRAY 1965 TRUST

PAUL A. CANTOR, Vice President
of Whittier Trust Co. of Nevada, Inc., Trustee

CARLITA F. SEVERE-MCIVER



KYLE BENNETT



ANNA BENNETT

ANDY KEETER

SHARON KEETER

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ALVIN V. SHOEMAKER

SALLY P. SHOEMAKER

GLORIA CAMILLE MCCRAY 1965 TRUST

PAUL A. CANTOR, Vice President
of Whittier Trust Co. of Nevada, Inc., Trustee

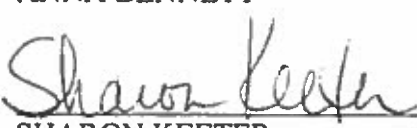
CARLITA F. SEVERE-MCIVER

KYLE BENNETT



ANDY KEETER

ANNA BENNETT



SHARON KEETER

STATE OF PENNSYLVANIA)

ss:

County of Montgomery)

On this 18th day of FEBRUARY, 2015, before me, the undersigned, a Notary Public in and for said County and State, personally appeared ALVIN P. SHOEMAKER and SALLY P. SHOEMAKER, husband and wife, known to me to be the persons whose names are subscribed to the within and foregoing instrument, and who acknowledged to me that they executed the same.

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

NOTARIAL SEAL
DOROTHEA J YOUNG
Notary Public
SPRINGFIELD TWP., MONTGOMERY COUNTY
My Commission Expires Jul 24, 2015

Sarah J. Young
NOTARY PUBLIC for Pennsylvania
Residing at: 1806 Bethlehem Pike
Commission Expires: 7/24/15

STATE OF _____)

ss:

County of _____)

On this _____ day of _____, 2015, before me, the undersigned, a Notary Public in and for said County and State, personally appeared PAUL A. CANTOR, as Senior Vice President of Whittier Trust Co. of Nevada, Inc., Trustee of GLORIA CAMILLE MCCRAY 1965 TRUST, known to me to be such person whose name is subscribed to the within and foregoing instrument, and who acknowledged to me that he executed the same in such capacity.

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

NOTARY PUBLIC
Residing at: _____
Commission Expires: _____

STATE OF IDAHO)
)
 ss:
County of _____)

On this _____ day of _____, 2015, before me, the undersigned, a Notary Public in and for said County and State, personally appeared ALVIN P. SHOEMAKER and SALLY P. SHOEMAKER, husband and wife, known to me to be the persons whose names are subscribed to the within and foregoing instrument, and who acknowledged to me that they executed the same.

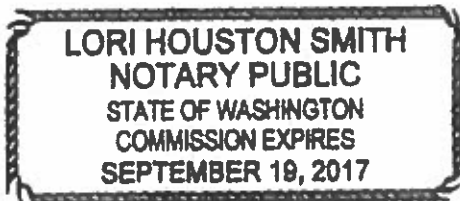
IN WITNESS WHEREOF, I have hereunto set my hand and seal, the day and year in this certificate first above written.

NOTARY PUBLIC for Idaho
Residing at: _____
Commission Expires: _____

STATE OF WASHINGTON)
)
 ss:
County of KING)

On this 10th day of February, 2015, before me, the undersigned, a Notary Public in and for said County and State, personally appeared PAUL A. CANTOR, as Senior Vice President of Whittier Trust Co. of Nevada, Inc., Trustee of GLORIA CAMILLE MCCRAY 1965 TRUST, known to me to be such person whose name is subscribed to the within and foregoing instrument, and who acknowledged to me that he executed the same in such capacity.

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



Lori Houston Smith

NOTARY PUBLIC
Residing at: 3201 46th Ave SW Seattle WA
Commission Expires: 09/19/2017

STATE OF IDAHO)
County of Blaine)
SS:

On this 24 day of Feb, 2015, before me, the undersigned, a Notary Public in and for said County and State, personally appeared CARLITA SEVERE-MCIVER, known to me to be such person whose name is subscribed to the within and foregoing instrument, and who acknowledged to me that she executed the same.

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



[Signature]
NOTARY PUBLIC for Idaho
Residing at: Blaine ID
Commission Expires: 8-11-20

STATE OF IDAHO)
County of _____)
SS:

On this _____ day of _____, 2015, before me, the undersigned, a Notary Public in and for said County and State, personally appeared KYLE BENNETT and ANNA BENNETT, husband and wife, known to me to be the persons whose names are subscribed to the within and foregoing instrument, and who acknowledged to me that they executed the same.

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

NOTARY PUBLIC for Idaho
Residing at: _____
Commission Expires: _____

STATE OF IDAHO)
County of _____)
SS:

On this _____ day of _____, 2015, before me, the undersigned, a Notary Public in and for said County and State, personally appeared ANDY KEETER and SHARON KEETER, husband and wife, known to me to be the persons whose names are subscribed to the within and foregoing instrument, and who acknowledged to me that they executed the same.

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

NOTARY PUBLIC for Idaho
Residing at: _____
Commission Expires: _____

STATE OF IDAHO)
)
County of _____)

On this _____ day of _____, 2015, before me, the undersigned, a Notary Public in and for said County and State, personally appeared CARLITA SEVERE-MCIVER, known to me to be such person whose name is subscribed to the within and foregoing instrument, and who acknowledged to me that she executed the same.

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

NOTARY PUBLIC for Idaho
Residing at: _____
Commission Expires: _____

STATE OF IDAHO)
)
County of Blaine)

On this 23 day of Feb., 2015, before me, the undersigned, a Notary Public in and for said County and State, personally appeared KYLE BENNETT and ANNA BENNETT, husband and wife, known to me to be the persons whose names are subscribed to the within and foregoing instrument, and who acknowledged to me that they executed the same.

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



Kelly Karst
NOTARY PUBLIC for Idaho
Residing at: Hailey
Commission Expires: 5/24/2016

STATE OF IDAHO)
)
County of _____)

On this _____ day of _____, 2015, before me, the undersigned, a Notary Public in and for said County and State, personally appeared ANDY KEETER and SHARON KEETER, husband and wife, known to me to be the persons whose names are subscribed to the within and foregoing instrument, and who acknowledged to me that they executed the same.

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

NOTARY PUBLIC for Idaho
Residing at: _____
Commission Expires: _____

STATE OF IDAHO)
)
 ss:
County of _____)

On this _____ day of _____, 2015, before me, the undersigned, a Notary Public in and for said County and State, personally appeared CARLITA SEVERE-MCIVER, known to me to be such person whose name is subscribed to the within and foregoing instrument, and who acknowledged to me that she executed the same.

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

NOTARY PUBLIC for Idaho
Residing at: _____
Commission Expires: _____

STATE OF IDAHO)
)
 ss:
County of _____)

On this _____ day of _____, 2015, before me, the undersigned, a Notary Public in and for said County and State, personally appeared KYLE BENNETT and ANNA BENNETT, husband and wife, known to me to be the persons whose names are subscribed to the within and foregoing instrument, and who acknowledged to me that they executed the same.

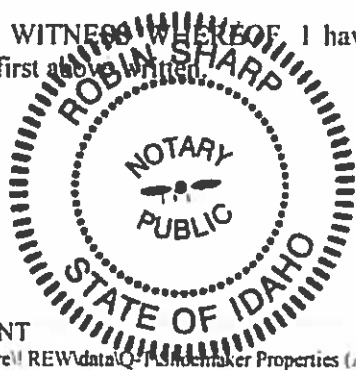
IN WITNESS WHEREOF, I have hereunto set my hand and seal, the day and year in this certificate first above written.

NOTARY PUBLIC for Idaho
Residing at: _____
Commission Expires: _____

STATE OF IDAHO)
)
 ss:
County of Twin Falls)

On this 20 day of February, 2015, before me, the undersigned, a Notary Public in and for said County and State, personally appeared ANDY KEETER and SHARON KEETER, husband and wife, known to me to be the persons whose names are subscribed to the within and foregoing instrument, and who acknowledged to me that they executed the same.

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



Robin Sharp

NOTARY PUBLIC for Idaho
Residing at: Twin Falls, Idaho
Commission Expires: 8/14/2020

Williams, Meseroy & Lothspiech, LLP
Attorneys at Law

153 East Main Street
Post Office Box 168
Jerome, Idaho 83338-0168



ROBERT E. WILLIAMS
JAMES C. MESEROY
JOHN R. LOTHSPIECH
BRIAN J. WILLIAMS - ASSOCIATE
THEODORE L. LARSEN - ASSOCIATE
EUGENE D. FREDERICKSON - JURYMAN

TELEPHONE: (208) 334-3388
TELECOPIER: (208) 334-3135
E-MAIL: RETWILLIAMS@CABLEONE.NET

June 2, 2014

Carl and Diane Legg (37-1201A)
c@leggfamily.org

Gloria Camille McCray 1965 Trust (37-1201B)
PO Box 3234
Ketchum, ID 83340
wink310@aol.com

Carlita F. Severe-Moliver (37-11850)
330 Bayhorse Rd.
Bellevue, ID 83313
starline@hughes.net

Kyle and Anna Bennett (37-22830)
110 Ridgeview Dr.
Bellevue, ID 83313
anna.bennett@powereng.com

RE: Seaman's Creek

Ladies and Gentlemen:

This letter will follow up my previous letter of May 22, 2014. It reflects my clients' modified position on the Term Sheet after considering comments made by Carl Legg. Each of you should understand that the Term Sheet is not the definitive agreement.

Brockway Engineering's original estimate of costs for each of the proposed activities is again set forth below. A revised proposed allocation of the costs is also provided. Please consider that, if your water could be delivered through Seaman's Creek (which has been proven on two separate recent occasions to be impossible) the water master would require each lot owner to have a separate, lockable head gate on Seaman's Creek. The water master would also require each lot owner to install a suitable measuring device. The cost of

EXHIBIT

 A

those items to each of you would have been equal to or in excess of what was proposed in the initial draft of the Term Sheet. You should also consider that if you cannot come to an agreement the water master has indicated that he would regard any future delivery call from the lot owners as futile, meaning there would be no modification of the current circumstances. In light of this, my clients believe that the initial proposed allocation of costs was generous to the lot owners. Nevertheless, in an effort to get consensus on the Term Sheet you will note below that my clients now propose to pay an additional \$500.00 per lot owner. This is my clients' final offer on cost sharing.

ACTIVITY DESCRIPTION	ESTIMATED COST	RESPONSIBILITY FOR COST	
		EE-DA-HOW RANCH	LOT OWNER
Water measuring Flume, inlet to lower Ee-Da-How Pond and installation	\$1,000.00	x	
Water measuring devices for irrigation diversions:			
Main irrigation line from upper pond, 10" meter and installation	\$3,600.00	x	
Two (2) lines from stream near residents, 4" meter and installation	\$4,000.00	x	
Preparation of application for transfer with IDWR	\$1,000.00	x	
Transfer Fee	\$200.00	x	
Staff gauge installation on lower pond	\$200.00	x	
Preparation of application for permit for each well (\$200.00 x 4 = \$800.00)	\$800.00	x	
Permit Fee for each well (\$100.00 x 4 = \$400.00)	\$400.00	x	
Well magnetic flow meter and installation for each domestic well (\$1,400 x 4 = \$5,600.00) *Note: Any necessary well, pump or motor modifications would also be the cost of the lot owner.	\$5,600.00 Or \$1,400.00 per lot	\$500.00 per lot	\$900.00 per lot
10% contingency estimate	\$1,120.00	x	
	\$140.00 per lot		x
TOTALS		\$14,320.00	\$1,040.00 (per lot)

The definitive agreement among the parties will require that water from Seaman's Creek in excess of the aesthetic and wildlife storage rights of the Shoemakers and the flow limits of the City of Bellevue will be allowed to flow through Seaman's Creek outside of the season of use for irrigation. My clients will also agree to file the necessary applications with the Idaho Department of Water Resources within two (2) weeks of the date all signatures are affixed to the definitive agreement. My clients cannot guarantee by what date the Idaho Department of Water Resources will approve the required applications, but will commit to have its other work

completed within two (2) weeks of the date of final approval by IDWR. The date for installation of the magnetic flow meters for each well will be up to the lot owners.

You are likely correct that lot owners would save money by collaborating on a single contractor to do their work. Who does the work is entirely up to the lot owners. Recommendations of qualified firms can be provided if you would like.

If this revised term sheet meets your approval please sign at the foot of this letter and return the letter to me. Once all term sheets have been signed and returned to me I will prepare a definitive agreement incorporating the provisions of the term sheet and other reasonable terms and send it to each of you for review, comment, and eventual execution. As we discussed at our meeting on May 7th, no one will be bound to any provision of the term sheet until such time as the definitive agreement has been executed by all parties. The only obligation of the parties in the interim will be to discuss the matter, exchange information, and communicate in good faith in order to reach the desired result which is to execute a definitive agreement that will provide a legal, practical way for each of the lot owners to be able to divert what is now their Seaman's Creek water through groundwater at their individual well sites.

The numbers in the term sheet are estimates provided by Dr. Brockway. They are good faith estimates. Each party will bear the actual costs incurred with respect to the activities for which they have financial responsibility per this term sheet, whatever they may be.

You are welcome to contact me with any questions. I hope to hear back from you in the very near future.

Very truly yours,

WILLIAMS MESERVY & LOTH SPEECH, LLP

ROBERT E. WILLIAMS

The provisions of this term sheet are agreed to this 2 day of JUNE, 2014.

CARL LEGG

DIANE LEGG

GLORIA CAMILLE MCCRAY 1965 TRUST

GLORIA MCCRAY, Trustee

CARLITA F. SEVERE-MCIVER

KYLE BENNETT

ANNA BENNETT

REW/amb
C: Client

Check Q. Brockway

Paul Arrington\SERVER\share\data\Shoemaker Properties (Airtin)\Correspondence\Term Sheet - Muldon Ranch Lot Owners 14 June 2nd FINAL.doc.docx

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Very truly yours,

WILLIAMS, MESERVY & LOTHSPERICH, LLP

ROBERT E. WILLIAMS

The provisions of this term sheet are agreed to this 2nd day of July, 2014.

CARL LEGG

WHITMAN TRUST CO. OF NEVADA, INC. AS TRUSTEE OF
GLORIA CAMILLE MCCRAY 1965 TRUST

[Signature]
by PAUL A. CARROLL, Senior Vice President

KYLE BENNETT

RE: Whm

C: Client

Chuck G. Brockway

Paul Arlington \SERVER\share\data\Shoemaker Properties (Africa)\Correspondence\Term Sheet - Muldren Ranch Lot Owners 14 June 2nd FINAL.doc.docx

DIANE LEGG

CARLITA F. SEVERE-MCIVER

ANNA BENNETT

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Very truly yours,

WILLIAMS MESERVY & LOTH SPEICH, LLP

ROBERT E. WILLIAMS

The provisions of this term sheet are agreed to this _____ day of _____, 2014.

CARL LEGG

DIANE LEGG

GLORIA CAMILLE MCCRAY 1965 TRUST

GLORIA MCCRAY, Trustee

CARLITA F. SEVERE-MCIVER

KYLE BENNETT

ANNA BENNETT

REPLY/Hand
C: Client

Chuck G. Brockway

Paul Arrington\SERVER\share\data\Shoemaker Properties (Alvin)\Correspondence\Term Sheet - Midtown Ranch Lot Owners (4 June 2nd FINAL.docx.docx



State of Idaho

DEPARTMENT OF WATER RESOURCES

Southern Region • 650 Addison Ave W, Suite 500 • Twin Falls, Idaho 83301-5858

Phone: (208) 736-3033 • Fax: (208) 736-3037 • Website: www.idwr.idaho.gov

C.L. "BUTCH" OTTER
Governor

GARY SPACKMAN
Director

July 30, 2015

GLORIA CAMILLE MC CRAY 1965 TRUST
C/O WHITTIER TRUST CO
520 PIKE ST STE 1415
SEATTLE, WA 98101-4040

RE: Application For Permit No. 37-22968

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 **IDAHO MOUNTAIN EXPRESS** on **8/5/2015** and **8/12/2015**. Protests to this application may be submitted for a period ending ten (10) days after the second publication (**August 24, 2015**).

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,

Denise Maline
Administrative Assistant

cc:

BROCKWAY ENGINEERING PLLC
C/O CHARLES E BROCKWAY
2016 WASHINGTON ST N STE 4
TWIN FALLS, ID 83301

Maline, Denise

From: Maline, Denise
Sent: Wednesday, July 29, 2015 4:02 PM
To: Idaho Mountain Express
Subject: LEGAL NOTICE
Attachments: Idaho Mountain Express Cover Letter.docx; Idaho Mountain Express Ad.doc

Attached please find (1) legal notice being submitted for publication on August 5th & 12th, 2015. Please feel free to contact me if you have any questions, or if you are not able to run the ad on the dates requested.

Thank you in advance,

Denise Maline
Administrative Assistant
Idaho Dept of Water Resources, Southern Region
650 Addison Ave W, Ste 500
Twin Falls, ID 83301
(208) 736-3033
denise.maline@idwr.idaho.gov



State of Idaho

DEPARTMENT OF WATER RESOURCES

Southern Region • 650 Addison Ave W, Suite 500 • Twin Falls, Idaho 83301-5858
Phone: (208) 736-3033 • Fax: (208) 736-3037 • Website: www.idwr.idaho.gov

C.L. "BUTCH" OTTER
Governor

GARY SPACKMAN
Director

July 29, 2015

LEGAL NOTICE DEPARTMENT
IDAHO MOUNTAIN EXPRESS
PO BOX 1013
KETCHUM, ID 83340

RE: Application For Permit No.(s): 37-22964, 37-22965, 37-22967, 37-22968

RE: Transfer No. 80114

Water Right No(s): 37-115F, 37-11830, 37-20635, 37-20637, 37-20639, 37-20641, 37-20643,
37-20645, 37-20647, 37-20649, 37-20651, 37-2502, 37-2568, 37-2581, 37-2599,
37-2604, 37-2616, 37-501B, 37-501C, 37-577K, 37-590B, 37-597B, 37-7758,
37-804

RE: Transfer No. 80226

Water Right No(s): 37-2623

RE: Transfer No. 80245

Water Right No(s): 37-11850, 37-1201A, 37-1201B, 37-22830

Dear Legal Notice Department:

Please publish the enclosed legal notice 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. Please send the affidavit and bill to this office before August 24, 2015. Your cooperation is appreciated.

Sincerely,

Denise Maline
Administrative Assistant

Enclosure(s)

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

37-22964

ANDREW N KEETER
SHARON D KEETER
334 BUCKINGHAM DR
TWIN FALLS, ID 83301

Point of Diversion SWNE S31 T02N R19E BLAINE County Source GROUND WATER Tributary

Use: IRRIGATION 04/15 to 10/31 0.07 CFS

Total Diversion: 0.07 CFS

Date Filed: 5/15/2015

Place Of Use: IRRIGATION

T02N R19E S31 SWNE

Total Acres: 2.3

Application proposes to appropriate 0.07 cfs of groundwater from an existing well for irrigation of 2.3 acres of land on Lot 35A of Muldoon Ranch Subdivision # 2 just east of Bellevue. Companion transfer # 80245 proposes to offset the new appropriation by converting irrigation right 37-1201A to allow for groundwater recharge use at a location approximately 2.2 miles east of the center of Bellevue.

37-22965

KYLE BENNETT
ANNA BENNETT
110 RIDGEVIEW DR
BELLEVUE, ID 83313

Point of Diversion SWNE S31 T02N R19E BLAINE County Source GROUND WATER Tributary

Use: IRRIGATION 04/15 to 10/31 0.03 CFS

Total Diversion: 0.03 CFS

Date Filed: 5/15/2015

Place Of Use: IRRIGATION

T02N R19E S31 SWNE

Total Acres: 1.2

Application proposes to appropriate 0.03 cfs of groundwater from an existing well for irrigation of 1.2 acres of land on Lot 34 of Muldoon Ranch Subdivision # 2 just east of Bellevue. Companion transfer # 80245 proposes to offset the new appropriation by converting irrigation right 37-22830 to allow for groundwater recharge use at a location approximately 2.2 miles east of the center of Bellevue.

37-22967

CARLITA F SEVERE MC IVER
330 BAYHORSE RD
BELLEVUE, ID 83313

Point of Diversion SENW S31 T02N R19E BLAINE County Source GROUND WATER Tributary

Use: IRRIGATION 04/15 to 10/31 0.06 CFS

Use: STOCKWATER 01/01 to 12/31 0.02 CFS

Total Diversion: 0.06 CFS

Date Filed: 5/15/2015

Place Of Use: IRRIGATION, STOCKWATER

T02N R19E S31 SWNE SENW

Total Acres: 3.1

Application proposes to appropriate 0.06 cfs of groundwater from an existing well for irrigation of 3.1 acres of land and stockwater use on Lot 33 of Muldoon Ranch Subdivision # 2 just east of Bellevue. Companion transfer # 80245 proposes to offset the new appropriation by converting irrigation and stockwater right 37-11850 to allow for groundwater recharge use at a location approximately 2.2 miles east of the center of Bellevue.

37-22968

GLORIA CAMILLE MC CRAY 1965 TRUST

C/O WHITTIER TRUST CO

520 PIKE ST STE 1415

SEATTLE, WA 98101-4040

Point of Diversion L6(NESW) S31 T02N R19E BLAINE County Source GROUND WATER Tributary

Use: AESTHETIC STORAGE 01/01 to 12/31 0.3 AF

Use: DIVERSION TO STORAGE 04/15 to 10/31 0.03 CFS

Use: WILDLIFE STORAGE 01/01 to 12/31 0.3 AF

Total Diversion: 0.03 CFS

Date Filed: 5/15/2015

Place Of Use: WILDLIFE STORAGE, AESTHETIC STORAGE

T02N R19E S31 L6(NESW)

Application proposes to appropriate 0.03 cfs and 0.3 ac-ft of groundwater from an existing well for diversion to storage and wildlife & aesthetic storage uses on Lot 28 of Muldoon Ranch Subdivision # 2 just east of Bellevue. Companion transfer # 80245 proposes to offset the new appropriation by converting storage right 37-1201B to allow for groundwater recharge use at a location approximately 2.2 miles east of the center of Bellevue.

NOTICE OF PROPOSED CHANGE OF WATER RIGHT

TRANSFER NO. 80114

THOMAS M O GARA FAMILY TRUST, C/O BRIAN BARSOTTI, PO BOX 370, KETCHUM, ID 83340; has filed Application No. 80114 for changes to the following water rights within BLAINE County(s): Right No(s). 37-115F, 37-11830, 37-20635, 37-20637, 37-20639, 37-20641, 37-20643, 37-20645, 37-20647, 37-20649, 37-20651, 37-2502, 37-2568, 37-2581, 37-2599, 37-2604, 37-2616, 37-501B, 37-501C, 37-577K, 37-590B, 37-597B, 37-7758, 37-804. The purpose of the transfer is to change a portion of the above rights as follows: Application for transfer proposes adding two water rights, 37-804 and 37-11830, and their current 91.2 acre place of use (POU) to an existing 3,345.0 acre permissible place of use (PPU) that is served by 12 Big Wood River rights and 10 groundwater rights that currently allow for the irrigation of 2028.7 acres. The transfer will also add two existing points of diversion (PODs) currently used as part of the PPU ground water system to ground water right 37-804. PODs and POU are located 6.7 to 10.1 miles south and 1.0 to 3.7 miles east of the center of Bellevue. After the transfer, up to 55.70 cfs will be utilized from the 24 rights to irrigate 2119.9 acres within a proposed 3,437.0 acre PPU.

NOTICE OF PROPOSED CHANGE OF WATER RIGHT

TRANSFER NO. 80226

THE VALLEY CLUB INC, PO BOX 252, SUN VALLEY, ID 83353; has filed Application No. 80226 for changes to the following water rights within BLAINE County(s): Right No(s). 37-2623. The purpose of the transfer is to change a portion of the above rights as follows: Application for transfer seeks to add a proposed well as an authorized point of diversion to a 2.84 cfs irrigation (2.6 cfs) and recreation (0.24 cfs) ground water right. The location of the proposed well will be approximately 3.3 miles north and 0.5 miles west of the intersection of Bullion St. and Hwy 75 in Hailey.

NOTICE OF PROPOSED CHANGE OF WATER RIGHT

TRANSFER NO. 80245

CARLITA F SEVERE MC IVER, 330 BAYHORSE RD, BELLEVUE, ID 83313; ALVIN V SHOEMAKER and SALLY P SHOEMAKER, PO BOX 550, BELLEVUE, ID 83313; GLORIA CAMILLE MC CRAY 1965 TRUST, C/O WHITTIER TRUST CO, 520 PIKE ST STE 1415, SEATTLE, WA 98101-4040; KYLE BENNETT and ANNA BENNETT, 110 RIDGEVIEW DR, BELLEVUE, ID 83313; ANDREW N KEETER and SHARON D KEETER, 334 BUCKINGHAM DR, TWIN FALLS, ID 83301; has filed Application No. 80245 for changes to the following water rights within BLAINE County(s): Right No(s). 37-11850, 37-1201A, 37-1201B, 37-22830. The purpose of the transfer is to change a portion of the above rights as follows: Application proposes changing four Seamans Creek water rights that currently allow for irrigation and water storage on four parcels within the Muldoon Ranch Subdivision # 2 along the east edge of Bellevue. The application will change the authorized points of diversion, places of use and nature of use to allow for the rights to be diverted and used for groundwater recharge use at a location approximately 2.2 miles east of the center of Bellevue. The application proposes allowing 0.18 cfs of Seamans Creek water to be diverted and used for groundwater recharge purposes as part of a mitigation plan to offset groundwater diversion proposed by companion applications for permit 37-22964, 37-22965, 37-22967, and 37-22968.

Permits will be subject to all prior water rights. For additional information concerning the property locations, contact Southern Region office at (208) 736-3033; or for a full description of the rights &/or proposed transfer, please see www.idwr.idaho.gov/apps/wr/QueryNewTransfers/QueryNewTransfers.aspx . For additional information on new permits, please see www.idwr.idaho.gov/WaterManagement/WaterRights/#New_Listings. Protests may be submitted based on the criteria of Sec 42-222 and 42-203A, Idaho Code. Any protest against the approval of this application(s) must be filed with the Director, Dept. of Water Resources, Southern Region, 650 Addison Ave W, Ste 500, Twin Falls, ID 83301 together with a protest fee of \$25.00 for each application on or before August 24, 2015. The protestant must also send a copy of the protest to the applicant.

GARY SPACKMAN, Director
Published on August 5th & 12th, 2015

Maline, Denise

From: Maline, Denise
Sent: Wednesday, July 29, 2015 5:09 PM
To: Kevin Lakey
Subject: Comment letters - 37-22964, 37-22965, 37-22967, 37-22968, transfer 80114, 80226 & 80245
Attachments: Comment Letter to WM37 for 37-22964, 22965, 22967, 22968, 80114, 80226, 80245.docx;
37-22964 app & maps.pdf; 37-22965 app & maps.pdf; 37-22967 app & maps.pdf; 37-22968
app & maps.pdf; Transfer 80114.pdf; Transfer 80226 app & maps.pdf; Transfer 80245 app &
maps.pdf

Kevin,

Attached is a cover letter, recommendation forms and copies of several applications, for your review. Please note that several of these applications have lengthy attachments in the file, which can be viewed via our website in the next few days. Also, the explanatory attachment is the same for the following apps: 37-22964, 37-22965, 37-22967, 37-22968 & transfer 80245.

Please contact our office if you have any questions, and any of the water right agents can help you.

Thank you in advance,

Denise @ IDWR

Denise Maline
Administrative Assistant
Idaho Dept of Water Resources, Southern Region
650 Addison Ave W, Ste 500
Twin Falls, ID 83301
(208) 736-3033
denise.maline@idwr.idaho.gov



State of Idaho

DEPARTMENT OF WATER RESOURCES

Southern Region • 650 Addison Ave W, Suite 500 • Twin Falls, Idaho 83301-5858
Phone: (208) 736-3033 • Fax: (208) 736-3037 • Website: www.idwr.idaho.gov

C.L. "BUTCH" OTTER
Governor

GARY SPACKMAN
Director

July 29, 2015

KEVIN LAKEY
WATER DISTRICT #37
107 W 1ST
SHOSHONE, ID 83352

Via E-mail

RE: Application for Permit No.: 37-22964, 37-22965, 37-22967 & 37-22968

RE: Transfer No. 80114

Water Right No(s): 37-115F, 37-11830, 37-20635, 37-20637, 37-20639, 37-20641, 37-20643,
37-20645, 37-20647, 37-20649, 37-20651, 37-2502, 37-2568, 37-2581, 37-2599,
37-2604, 37-2616, 37-501B, 37-501C, 37-577K, 37-590B, 37-597B, 37-7758,
37-804

RE: Transfer No. 80226

Water Right No(s): 37-2623

RE: Transfer No. 80245

Water Right No(s): 37-11850, 37-1201A, 37-1201B, 37-22830

Dear Kevin:

A copy of the above referenced application is enclosed. Please review the application, then complete the enclosed recommendation form as necessary, and return it to this office within 21 days of the date of this letter.

If the application is approved, IDWR will include appropriate standard conditions of approval for a water right located within a water district, such as regulation by the watermaster, lockable controlling works, and/or measuring devices. Any special conditions or other concerns you have related to this application should be specifically addressed in your recommendation.

IDWR's regional offices can finish reviewing an unprotested application as soon as the protest period has past. Your prompt response to this request will ensure that your recommendation can be considered. If IDWR has not received your written recommendation within 21 days from the date of this letter, IDWR will presume that you do not oppose approval of the application and that you have no comments for IDWR to consider.

Sincerely,

Denise Maline
Administrative Assistant

Enclosure(s)

Skinner, Corey

From: Charles E. Brockway [charles.e.brockway@brockwayeng.com]
Sent: Tuesday, July 28, 2015 4:07 PM
To: Skinner, Corey
Subject: The Gloria Camille McGray 1965 Trust application 37-1201B

Corey: A review of the McGray application for permit indicates that the Place of Use applied for includes two tracts of land and the original Semons Creek surface water right listed only one.

The place of use should include only the NESW Sec 31 2N19E and not the two tracts NWSW and NESW in Sec 31. Sorry for the mixup!

Charles Brockway

Skinner, Corey

From: Skinner, Corey
Sent: Thursday, July 23, 2015 2:02 PM
To: 'charles.e.brockway@brockwayeng.com'
Subject: Seamans Creek Applications

Chuck,

As we discussed the other day, I have had a chance to get the applications data entered into our computer system and came across several items that need to be addressed before further processing of the applications can continue. These items are outlined below...

- Part one of the transfer application identifies 24.0 acre-feet as a total volume. I am not sure where this number comes from.
- I can't seem to match up the total fee paid (\$1,150.00) with what I think the filing fee should be. It looks like the transfer filing fee may have been based on the 24 acre-feet value mentioned above?
- The transfer application appears to intend to list Alvin and Sally Shoemaker as co applicants (they signed the application). However, they are not listed on Attachment A (the list of applicants and addresses).
- We need some sort of proof that Paul Cantor can sign the transfer application and corresponding application for permit on behalf of the Gloria Camille McCray 1965 Trust (Paul Arrington & Travis Thompson are listed as attorneys on right 37-1201B, so maybe they have some sort of documentation?)
- There is a security interest (DL Evans Bank) listed on right 37-22830. At a minimum, the transfer application should reflect this (item 5c Part 1). Ideally there should be a letter of agreement from the bank. We do have a little bit of wiggle room on this according to the transfer memo (we can discuss further).
- Right 37-1201B currently lists 0.3 acre-feet of storage (no diversion rate). As we discussed the other day, it is recommended that the recharge use on Part 1 of the transfer be described as a rate rather than the 0.3 acre-feet volume so it will be consistent with the other rights involved with the transfer. We discussed using 0.01 cfs as the rate due to the relatively small 0.3 acre-foot volume.
- The map included with the transfer application needs to show the proposed point of diversion. I assume this should be the point where Seamons Creek enters the reservoir on the Shoemaker property (this will match the POD description on part 1 of the application).
- Each of the Application for Permits needs a map that shows the proposed place of use rather than the entire tax lot/parcel. (The easiest way would be to just use the current POU shapes for each owner's corresponding right involved in the transfer)
- The Application for Permit in the name of Carlita F. Sever-Mclver identifies the proposed point of diversion as an existing domestic well located in the SENW of Section 31. IDWR records indicate that there is a decreed domestic and stockwater right, 37-11848, in the name of Carlita F. Sever-Mclver for lot 33 of Muldoon Sub # 2. This decreed right lists the point of diversion as being in the SWNE of Section 31. The map with the application identifies the well as being on the line separating the SENW and the SWNE. Clarification on this matter is required.

- The Application for Permit in the name of Carlita F. Sever-McIver needs to identify the stockwater place of use on item # 8 of the application.
- The Application for Permit in the name of the Gloria Camille McCray 1965 Trust should list a diversion to storage amount (in cfs) to reflect the water coming from the well to the pond.

Our next publishing deadline is the morning of July 29th. If we can get these items addressed in the next couple of days, hopefully we can get these applications advertised the first week of August. Let me know if you have any questions, or if you want to discuss any of these items further.

Corey