

RECEIVED

MAR 25 2015

Department of Water Resources
Eastern RegionSTATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
APPLICATION FOR PERMIT
To appropriate the public waters of the State of IdahoIdent. No. 22-14137

1. Name of applicant(s) FRANK R. & KIMBERLY T. SEAY Phone 404 558 5313
 Name connector (check one): ☐ and ☐ or ☐ and/or
 Mailing address P.O. Box 12 City TETONIA
 State ID. Zip 83452 Email DOBSEAY52@GMAIL.COM
2. Source of water supply GROUND WATER which is a tributary of _____
3. Location of point(s) of diversion:

TWP	RGE	SEC	Govt Lot	1/4	1/4	1/4	County	Source	Local name or tag #
05N	4SE	5			SW	NE	Teton	Grandwater	

4. Water will be used for the following purposes:
 Amount 0.08 for DOMESTIC purposes from 1-1 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)
5. Total quantity to be appropriated is (a) 0.08 cubic feet per second (cfs) and/or (b) _____ 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 TO
TWO HOMES
- 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 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 6" inches; proposed depth of well is 140 feet.
- d. Is ground water with a temperature of greater than 85°F being sought? ☐ Yes ☒ No
- e. If well is already drilled, when? YES 1997; drilling firm TETON WATER WORKS;
 well was drilled for (well owner) DAVE LURDELL; Drilling Permit No. 22-47-E-0130-000
7. Description of proposed uses (if irrigation only, go to item 8):
- a. Hydropower; show total feet of head and proposed capacity in kW. _____
- b. Stockwatering; list number and kind of livestock. _____
- c. Municipal; complete and attach the [Municipal Water Right Application Checklist](#).
- d. Domestic; show number of households TWO HOUSES
- e. Other; describe fully. _____

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8. Description of place of use:

- If water is for irrigation, indicate acreage in each subdivision in the tabulation below.
- 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	
05N	45E	5			X														

Total number of acres to be irrigated: —

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

- Who owns the property at the point of diversion? KIMBERLY T. SEAY
- Who owns the land to be irrigated or place of use? FRANK R. & KIMBERLY T. SEAY
- If the property is owned by a person other than the applicant, describe the arrangement enabling the applicant to make this filing: ND

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

WE ARE GOING TO HAVE ONE WELL FOR TWO HOMES
ONE HOME WILL USE THE WATER FOR A WATER SOURCE
HEAT PUMP

12. Time required for completion of works and application of water to proposed beneficial use is Two 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.

Frank R. Seay
 Signature of Applicant

FRANK R. SEAY
 Print Name (and title, if applicable)

Kimberly T. Seay
 Signature of Applicant

Kimberly T. Seay
 Print Name (and title, if applicable)

For Department Use:

Received by _____ Date _____ Time _____ Preliminary check by _____
 Fee \$ 100 Received by SL Receipt No. ED40812 Date 3-25-15

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NWNE 2

NENE 1

POD

5

05N45E

SWNE

SENE

32-14137

The USDA-FSA Aerial Photography Field office asks to be credited in derived products.

COPY

Instrument # 233754

TETON COUNTY, IDAHO

9-9-2014 3:33:57 PM No. of Pages: 3

Recorded for : SEAY, F ROBERT

MARY LOU HANSEN

Fee: 16.00

Ex-Officio Recorder Deputy

Index to: AGREEMENT, WELL

SHARED WELL WATER AGREEMENT

This Agreement, made and entered into this 9TH day of SEPTEMBER 2014 by and between KIMBERLY T. SEAY, party of the first part, hereinafter referred to as the "supplying party", and KIMBERLY T. SEAY AND FRANK R. SEAY party of the second part, hereinafter referred to as the "supplied party":

WITNESSETH:

THAT WHEREAS, the supplying party is now the owner of property known as 3266 CACHE VISTA DRIVE (Parcel 1), located in the County of TETON, State of IDAHO,

And

WHEREAS, the supplied party is the owner of property known as 3358 CACHE VISTA DRIVE (Parcel 2), located in the County of TETON, State of IDAHO,

and

WHEREAS, the undersigned parties deem it necessary to provide a well system to service the parcels described herein, and an Agreement has been reached relative to supplying water from the well and the cost of supplying said water; and

WHEREAS, there is located a well upon 3266 CACHE VISTA DRIVE (Parcel 1), together with water distribution facilities, hereinafter referred to as "water distribution system", for the purpose of supplying water to both properties connected to the said water distribution system; and WHEREAS, it is the intention and purpose of the undersigned parties that the well and water distribution system shall be used and operated to provide an adequate supply of water for each of the properties connected thereto, for the domestic consumption of the occupants of said properties, and to assure the continuous and satisfactory operation and maintenance of the well and water distribution system for the benefit of the present and future owners, their heirs, successors and assigns of the properties connected thereto; and

WHEREAS, the said well is deemed by the parties hereto to be of adequate capacity to supply a single family dwelling on each of the parcels described herein with water from the well for all domestic uses of a single family residing therein; and

WHEREAS, the parties hereto desire to enter this Agreement for the purpose of reducing to writing their respective rights and obligations pertaining to said well and water distribution system.

NOW THEREFORE, in consideration of the promises and covenants herein contained, it is agreed that the well and water distribution system situated on 3266 CACHE VISTA DRIVE (Parcel 1) shall be used by the parties to this Agreement, as well as by all future owners and occupants of said parcels, upon the following terms and conditions:

1. That until this Agreement is terminated, as hereinafter provided, the parties hereto, their heirs, successors and assigns, for the exclusive benefit of the respective parcels of real estate, and for the exclusive use of the household residing thereon, are hereby granted the right in common with the other parties to this Agreement, to draw water from the well located on 3266 CACHE VISTA DRIVE for quotidian domestic use including the right to draw water to fill swimming pools of any type.

2. That the owners or residents of the dwellings located on 3358 CACHE VISTA DRIVE (Parcel 2), as of the date of this Agreement shall:

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- a. Pay or cause to be paid to the supplying party, an annual fee for this use of the well and water distribution system;
- b. Pay or cause to be paid promptly, a proportionate share of all expenses for the operation and maintenance of the well and water distribution system that may become necessary. Each respective share shall be determined by dividing the amount of each expense by two, it being understood that the supplying party and the supplied party shall pay an amount equal to one half of the total of such necessary repair or replacement. Shared expenses include the cost of electricity for pumping, repairs and maintenance on said well and water distribution system.
3. That the cost of any removal or replacement of pre-existing site improvements on an individual parcel necessary for system operation, maintenance, replacement, improvements, inspection or testing, damaged as a result of repair of the well or water distribution system maintenance will be borne by the owner of the affected parcel, except that costs to remove and replace common boundary fencing or walls damaged as a result of repair shall be shared equally between or among parties so damaged.
4. That each of the parties hereby agrees that they will promptly repair, maintain and replace all water pipes or mains serving their respective dwellings.
5. That the consent of all parties to pay a proportionate share of costs shall be obtained prior to embarking upon expenditures for system maintenance, replacement or improvement, except in emergency situations. An arbitrator shall be chosen by the parties; shall be consulted in the event the parties cannot agree regarding the said expenditures; and the arbitrator's decision shall be definitive.
6. That the supplied party shall pay to the supplying party⁶ his⁷ proportionate share for the cost of energy for the operation of the pumping equipment. This cost shall be determined by a separate meter upon each dwelling and for each parcel.
7. That it is the agreement of the parties hereto that the payment for energy cost shall be made not later than the 10th day of each succeeding month during the term of this Agreement. In the event that any such payment remains unpaid for a period of 20 days, the supplying party may terminate the supply of water to the supplied party until all arrearages in payment are received by the supplying party.
8. That it is the agreement of the parties that they shall permit a third party to cure a default of payment or other obligation and shall permit water distribution service to be reinstated upon such curative action.
9. That each of the parties to this Agreement does hereby grant to the other, his heirs, successors and assigns, such easements over, across and through the respective parcels as shall be reasonably necessary for the construction of the well, maintenance of water pipes, pumping equipment, mains, electrical wiring and conduit consistent with the purposes of this Agreement.
10. That no party may install landscaping or improvements that will impair the use of said easements.
11. That each party shall have the right to act to correct an emergency situation and shall have access to the pertinent parcel in the absence of the other. An emergency situation shall be defined as the failure of any shared portion of the system to deliver water upon demand.
12. That only those parcels of real estate hereinabove described and the dwellings located thereon shall be permitted to receive water from said well and pumping equipment; and each of the parties hereto does hereby covenant and agree that he/she will not allow or permit other persons, other than household guests, to take, draw, use or receive water from the well, nor permit other persons to connect to the pipes or mains serving his/her respective parcel.
13. That in the event the referenced well shall become contaminated and shall no longer supply water suitable for domestic consumption, or shall no longer supply water adequate for the needs of all relevant parties, or in the event that another source of water shall become available to the respective parcels, then the rights and obligations of the parties created by this Agreement shall cease and terminate in accordance with the terms and conditions hereinafter described.
14. That upon the availability of such other source of water, it is contemplated that a reasonable time shall be allowed to effectuate the necessary connections to the new source.

15. That the respective rights and obligations of the parties shall continue until the parties who wish to terminate their participation in the Well Agreement have executed and filed a written statement of termination

at the Office of the Register of Deeds of the County of TETON, State of IDAHO.

Upon termination of participation in this Agreement, the owner and occupant of each residence which is terminated from the Agreement shall have no further right to the use of the well. The terminated parties shall disconnect their respective lateral connection from said well system and shall have no further obligation to pay or collect for maintenance and related expenses incurred thereafter.

16. That the undersigned parties shall permit periodic well water sampling and testing by a responsible authority at the request of an undersigned party, mortgagee or the United States of America, Rural Housing Services.

17. That the said well and this Agreement, if amended, shall serve no more than two single family dwelling units or two parcels, notwithstanding the ability of the parties to make other amendments to this Agreement.

18. That the parties may amend this Agreement to assure equitable distribution of shared costs and responsibilities

19. That the term of this Agreement shall be perpetual, except as herein limited.

1. That the benefits and burdens of this Agreement shall constitute a covenant running with the parcels of land herein described and shall be binding upon the heirs, successors in title and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal the day and year first above written.

BY Kimberly T. Seay
Kimberly T. Seay (supplying party)

DATE 9/9/14

BY Kimberly T. Seay
Kimberly T Seay (supplied party)

BY Frank R. Seay
Frank R. Seay (supplied party)

DATE 9-9-14
FAS

County of Teton
ss
State of Idaho

Sworn and subscribed before me this 9 day of Sept. 2014.

Jennifer Shaum
Notary Public

My commission expires: 7/6/2016

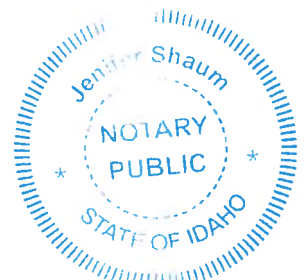
STATE OF IDAHO }
County of Teton } ss

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of the original thereof, on file in my office

Dated 9/19/2014

Ex-Officio Auditor & Recorder
Clerk of the District Court

By Jennifer Shaum
Deputy Clerk



22-14137



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

April 9, 2015

C.L. "BUTCH" OTTER
Governor

GARY SPACKMAN
Director

FRANK R SEAY
KIMBERLY T SEAY
PO BOX 12
TETONIA, ID 83452

Application For Permit No. 22-14137

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 TETON VALLEY NEWS on April 16 and 23, 2015. Protests to this application may be submitted for a period ending ten (10) days after the second publication (**May 4, 2015 at 5:00 P.M.**).

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 fluid and cursive, with the first name "Sharla" and last name "Cox" clearly distinguishable.

Sharla Cox
Administrative Assistant

Cox, Sharla

From: Cox, Sharla
Sent: Thursday, April 09, 2015 10:37 AM
To: 'Teton Valley News (office@tetonvalleynews.net)'
Subject: Legal Notice for your paper
Attachments: Teton Valley Cover Letter.doc

Contacts: Teton Valley News

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

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*

NOTICE OF PROPOSED CHANGE OF WATER RIGHT
TRANSFER NO. 79935

JACKLYN KLAUSMANN and JAMES KLAUSMANN and JEFF KLAUSMANN and DARCY KLAUSMANN, PO BOX 1218, DRIGGS, ID 83422; has filed Application No. 79935 for changes to the following water rights within TETON County(s): Right No(s). 22-178A, 22-179B; to see a full description of these rights and the proposed transfer, please see www.idwr.idaho.gov/apps/wr/QueryNewTransfers/QueryNewTransfers.aspx. The purpose of the transfer is to change a portion of the above rights as follows: The applicant proposes to change the point of diversion, to change the place of use and to change the nature of use. The point of diversion will be in the NESWNW Sec 33 T5N R45E for 0.035 cfs from Woods Creek. the place of use is in the SENE Sec 32 T4N R45E for recreational storage.

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 Sec. 42-222.

Any protest against the proposed change must be filed with the Department of Water Resources, Eastern Region, 900 N Skyline Dr Ste A, Idaho Falls ID 83402 together with a protest fee of \$25.00 for each application on or before May 4, 2015. The protestant must also send a copy of the protest to the applicant.

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

22-14137

FRANK R SEAY
KIMBERLY T SEAY
PO BOX 12
TETONIA, ID 83452

Point of Diversion
SWNE S5 T05N R45E
TETON County

Source GROUND WATER Tributary

Use: DOMESTIC

01/01 to 12/31 0.08 CFS

Total Diversion: 0.08 CFS

Date Filed: 3/25/2015

Place Of Use: DOMESTIC

T05N R45E S5 SWNE

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 together with a protest fee of \$25.00 for each application on or before May 4, 2015. The protestant must also send a copy of the protest to the applicant.

GARY SPACKMAN, Director

Published on April 16 and 23, 2015