

MEMORANDUM

To: Allen Merritt

From: Cynthia Bridge Clark

Date: January 16, 2002

Re: Twin Falls Moratorium Documentation

Allen,

I have included the original Twin Falls GWMA Agreement, the 1987 Moratorium Order, the 1987 Agreement, the 1992 Order Extending a Five Year Moratorium, and the 1997 Final Order Extending the Moratorium. I have also included a few of the Billing Summaries and memorandums summarizing the changes to the monitoring program. Tim Luke mentioned that the users have not been billed the last couple of years due to problems with the measuring devices. There is an assortment of documentation regarding billing, so I selected a few invoices to send over. If you need more information, let me know and I can follow up further with Tim Luke or Ken Neely if necessary.

Thank you,
Cynthia Bridge Clark

Post-it® Fax Note 7671		Date 1/17/02	# of pages 30
To ALLEN MERRITT	From CYNTHIA BRIDGE CLARK		
Co./Dept. LWR	Co.		
Phone # 	Phone # 327-7898		
Fax # 	Fax #		

BEFORE THE DEPARTMENT OF WATER RESOURCES
OF THE STATE OF IDAHO

IN THE MATTER OF THE TWIN FALLS)
GROUND WATER MANAGEMENT AREA)
_____)

FINAL ORDER
EXTENDING MORATORIUM

WHEREAS, On January 11, 1984, the Director of the Idaho Department of Water Resources (IDWR) designated an area in Twin Falls and Jerome Counties as a ground water management area (GWMA) pursuant to Section 42-233B, Idaho Code, because the thermal-artesian ground water system was approaching the conditions of a critical ground water area; and

WHEREAS, on July 24, 1987, the Director of the IDWR established a five (5) year moratorium pursuant to Section 42-1805(7) Idaho Code, in the area within the GWMA lying within Townships 9 and 10 South and Ranges 16, 17 and 18 East of Boise Meridian, because the area continued to experience declines in artesian pressures and on July 22, 1992, the Director extended the moratorium for five (5) years; and

WHEREAS, hydrogeologic data collected over the past ten (10) years indicate artesian pressures have not reached equilibrium and continue to decline; and

WHEREAS, data needed to make an accurate determination of the average rate of recharge to the thermal aquifer are not yet available,

NOW THEREFORE, pursuant to Section 42-1805(7) Idaho Code, and IDAPA Rule 37.03.08055 (Water Appropriation Rule 55), IT IS HEREBY ORDERED as follows:

(1) The order which established a moratorium on applications for the use of low temperature geothermal ground water in the Twin Falls GWMA dated July 24, 1987 is further extended.

(2) The provisions of this order are effective for five (5) years from the date issued unless rescinded or modified by order of a court of competent jurisdiction or unless rescinded or extended by order of the Director.

Dated this 24th day of July, 1997.



KARL J. DREHER
Director

BEFORE THE DEPARTMENT OF WATER RESOURCES
OF THE
STATE OF IDAHO

IN THE MATTER OF THE TWIN FALLS	)	ORDER EXTENDING A
GROUND WATER MANAGEMENT AREA	)	FIVE YEAR
	)	MORATORIUM

WHEREAS, on January 11, 1984 the director of the Idaho Department of Water Resources (IDWR) designated an area in Twin Falls and Jerome Counties as a ground water management area (GWMA) pursuant to Section 42-233B, Idaho Code, because the thermal - artesian ground water system appeared to be approaching the conditions of a critical ground water area; and

WHEREAS, on July 24, 1987 the director of the IDWR established a five year moratorium pursuant to Section 42-1805(7), Idaho Code, in the area within the GWMA lying within Townships 9 & 10 South and Ranges 16,17 and 18 East of Boise Meridian, because the area continued to experience significant interference between wells as evidenced by a continued decline in artesian pressures; and hydrogeologic data was not available to adequately evaluate the rate that thermal ground water is recharged to aquifers in the area; and

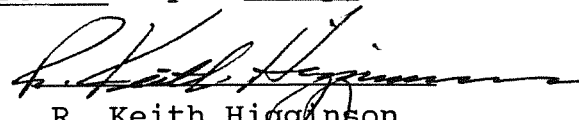
WHEREAS, hydrogeologic data collected over the past five years indicate artesian pressures have not reached equilibrium and continue to decline. Data needed to make an accurate determination of the average rate of recharge to the thermal aquifer are not yet available.

NOW, THEREFORE, pursuant to Section 42-1805(7), Idaho Code, and Rule 7 of the adopted rules and regulations for water appropriation, it is hereby ordered that:

(1) The order which established a moratorium on applications for the use of low temperature geothermal ground water in the Twin Falls GWMA dated 22nd day of July, 1987 is extended.

(2) The provisions of this order are effective for five years from the date issued unless rescinded or modified by the order of a court of competent jurisdiction or unless extended by the order of the director.

Signed at Boise , Idaho this 24 day of July, 1992


R. Keith Higginson
Director

BEFORE THE DEPARTMENT OF WATER RESOURCES
OF THE
STATE OF IDAHO

IN THE MATTER OF THE TWIN FALLS)
GROUND WATER MANAGEMENT AREA)
_____)

ORDER ESTABLISHING A
FIVE YEAR MORATORIUM

WHEREAS, on January 11, 1984, the director of the Idaho Department of Water Resources (IDWR) designated an area in Twin Falls and Jerome Counties as a ground water management area pursuant to Section 42-233B, Idaho Code, because the thermal-artesian ground water system appeared to be approaching the conditions of a critical ground water area; and

WHEREAS, a portion of the area so designated in and around the city of Twin Falls has continued to experience significant interference between wells as evidenced by a continued decline in artesian pressures; and

WHEREAS, hydrogeologic data is not available to adequately evaluate the rate that thermal ground water is recharged to aquifers in the area; and

WHEREAS, the director of the IDWR finds that the agreement of the 22nd day of July, 1987, and this order are in the public interest; and

WHEREAS, Section 42-1805(7), Idaho Code, and Rule 7 of the IDWR Water Appropriation Rules and Regulations provide for a moratorium on the approval of applications in a designated geographic area and the cancellation or modification of permits to the extent that development has not been completed

ORDER

SEP 03 1991

permits as needed to protect existing water rights and insure compliance with provisions of Chapter 2, Title 42, Idaho Code:

NOW, THEREFORE, pursuant to Section 42-1805(7), Idaho Code, and Rule 7 of the adopted rules and regulations for water appropriation, it is hereby ordered that:

(1) Applications proposing the diversion and use of thermal ground water (water from a well with a bottom hole temperature of 85°F or greater) will be held without action to approve unless the application is included in the agreement dated the 22nd day of July, 1987, entered into by IDWR and all those holding or seeking to hold water rights to divert and use the thermal ground water in the area herein designated. Approval of applications included in said agreement will be only in accordance with the provisions of the agreement.

(2) Development authorized under all existing permits to divert thermal water in the area as herein designated shall cease except as provided by the agreement dated the 22nd day of July, 1987, entered into by IDWR and all those holding or seeking to hold water rights to divert and use the thermal ground water resources.

(3) If development is allowed by IDWR outside the aquifer area as described in paragraph (5) hereof and as shown on the map attached hereto as Exhibit 1, and said development affects diversions or pressure of the wells within said aquifer, IDWR agrees to act in accordance with law to restrict said development so that neither the pressure or the diversions of the wells which are the subject of the comprehensive agreement of 1987

22nd day of July, 1987, shall be adversely affected.

(4) The provisions of this order are effective for five years from the date issued unless rescinded or modified by order of a court of competent jurisdiction or unless extended by order of the director.

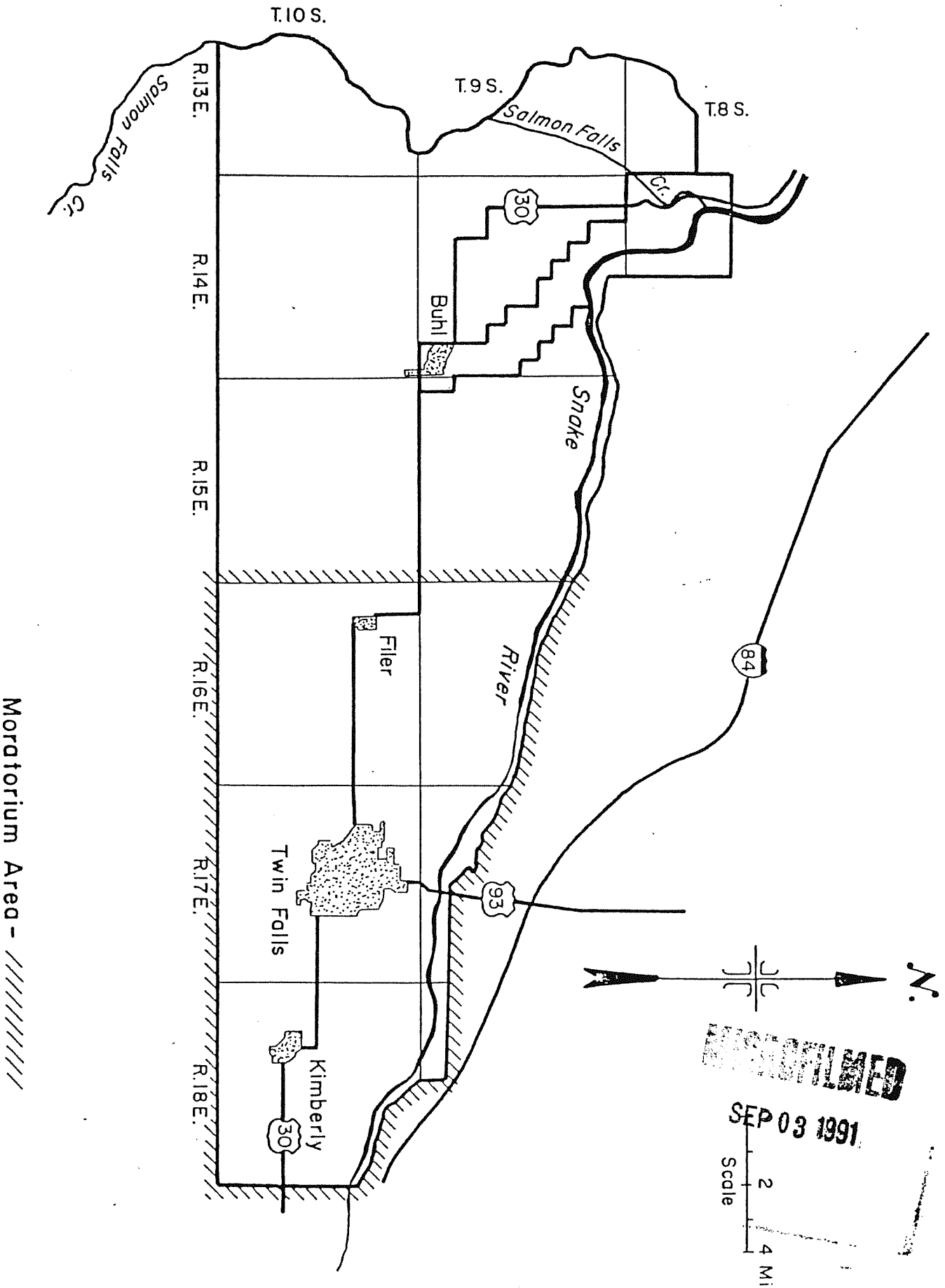
(5) The provisions of this order are effective only in the area designated within the Twin Falls ground water management area lying within Townships 9 & 10 South and Ranges 16, 17 and 18 East of Boise Meridian.

Signed at Boise, Idaho, this 24th day of July, 1987.

/s/ A. Kenneth Dunn
A. KENNETH DUNN, Director
Department of Water Resources

SEP 03 1991

TWIN FALLS GROUNDWATER MANAGEMENT AREA



AGREEMENT

This Agreement, made and entered into this 22nd day of July, 1987, by and among THE IDAHO DEPARTMENT OF WATER RESOURCES, an executive agency of the State of Idaho (hereinafter "IDWR"); COLLEGE OF SOUTHERN IDAHO, a junior college district (hereinafter "CSI"); PROFESSIONAL INVESTORS LIFE INSURANCE COMPANY, a corporation with principal offices in Tulsa, Oklahoma (hereinafter "Professional"); J.D. McCOLLUM and JEAN McCOLLUM, husband and wife, of Twin Falls County, Idaho (hereinafter "McCollum"); SCHOOL DISTRICT 411, an instrumentality of the State of Idaho (hereinafter "411"); MICHAEL KESTLER, an individual of Twin Falls County, Idaho (hereinafter "Kestler"); GARY STONE, an individual of Twin Falls County, Idaho (hereinafter "Stone"); FIRST CHURCH OF THE NAZARENE (hereinafter "Nazarene"); HYDROTUBE OF IDAHO (hereinafter "Hydrotube"); ARNOLD ELSING and RONALD ELSING, individuals of Twin Falls County, Idaho (hereinafter "Elsing"); MAGIC GARDENS (hereinafter "M.G."); and the CITY OF TWIN FALLS, IDAHO (hereinafter "City");

Whereas, the Director of the Department of Water Resources will consider this Agreement as limiting for the purpose of implementing Idaho Code 42-1805(7) which authorizes the Director to suspend further development of existing water rights; and

Whereas, the parties hereto (except IDWR) are the holders of valid water permits and licenses issued by IDWR, or have filed applications which IDWR has not yet approved for the purpose of diverting and beneficially using hot water from a common hot water aquifer that underlies portions of Twin Falls and Jerome Counties in the vicinity of the City of Twin Falls, Idaho; and

Whereas, the parties hereto are desirous of entering into an agreement amongst themselves and IDWR setting forth their respective rights and obligations as to the hot water, for the purpose of resolving the interfaces between the parties, and securing the dismissal of the pending lawsuit; and

Whereas, the parties are concerned that the hot water be used for the heat resource and not as a substitute where cold water is adequate for a particular beneficial use and the parties are concerned about their rights to use the hot water in the future, and are agreeable to limit their rates of

diversion under their respective rights to facilitate this Agreement conditioned upon protective action of IDWR; and

Whereas, because there is inadequate data necessary to determine whether or not the average annual recharge (hereinafter "AAR") of the aquifer has been reached which would allow conversion of the present Groundwater Management Area designation to a Critical Groundwater Area; and because it will take at least five years of data to make such a determination, the Director of IDWR is willing to declare a five (5) year moratorium pursuant to I.C. §42-1805(7) and Rule 7 of the Water Appropriation Rules and Regulations of the State of Idaho, and applications for permit will not be approved during the moratorium; and

Whereas, all the parties to this Agreement are parties to Twin Falls County Civil Case No. 37298 and agree that this Agreement may be treated as their consent to a stipulation for dismissal without prejudice of Twin Falls County Civil Case No. 37298, and incorporated in the order of dismissal thereof;

Now, therefore, in consideration of the mutual covenants and agreements herein contained and the dismissal of Civil Case No. 37298, and other good and valuable consideration, the parties hereto agree as follows:

1. The parties hereto agree that the primary use of all water diverted from the common hot water aquifer will be for the heat resource and agree that no diversions will be made as a substitute for uses not requiring hot water, except as provided in this Agreement. Additional secondary uses of the water are permitted in accordance with the water right of each party. All water diverted shall be used efficiently only for purposes authorized by the licenses, permits and applications hereinafter set out, and the parties agree to construct, operate and maintain their wells in accordance with existing state criteria and will do those things necessary to prevent surface and subsurface waste or contamination as required by Idaho law. The parties hereto also agree to, and hereby grant IDWR permission to inspect the wells at anytime and collect data as determined necessary by IDWR, and will submit data concerning flows, pressures, temperature, and other information as requested by IDWR at least quarterly. Charges incurred by IDWR in the collection and evaluation of the data requested (not to exceed a total of \$1,000.00 per year without the consent of the parties) shall be billed by IDWR to the parties to this Agreement in proportion to their actual diversions in accordance with this Agreement, and such billings shall be due within 30 days of mailing by IDWR, and if unpaid, shall be considered a lien against water right without further perfection or notice.

2. Professional is the holder of License No. 36-7130 for the diversion of 6 cfs of hot water from a well located in the NW 1/4 of the NW 1/4 of Section 29, Township 9 South, Range 17 East Boise Meridian, Jerome County, Idaho.. Professional agrees that hereafter, during the continuance of this Agreement, they will divert no more than 4.5 cfs of water pursuant to said license and that the primary use of said water shall be for beneficial uses which utilize the heat resource of the water. Professional also agrees that diversions under Application No. 36-8094 for non-consumptive use for power generation (if Application No. 36-8094 be issued) shall be an additional use of the same 4.5 cfs, so that during the continuance of this Agreement, Professional shall divert no more than a total of 4.5 cfs under license.

3. CSI is the owner of Permit Nos. 47-7478 and 47-7606. CSI has submitted proof on 1.21 cfs under Permit No. 47-7478. Permit No. 47-7606 was granted an extension until 1/1/1990 for 7.76 cfs. The total potential diversion under the two permits is 8.97 cfs. CSI agrees that it will limit its development to a total of 6 cfs under both permits in consideration of reaching this agreement, and that the primary use of said water shall be for beneficial uses which utilize the heat resource of the water.

4. McCollum is the owner of Permit Nos. 47-7758 and 47-7813 providing for the development of up to 25 cfs of water from the common hot water aquifer. McCollum currently diverts 6.6 cfs and herein agrees to limit total diversions under both permits from the common hot water aquifer to 8.1 cfs. McCollum agrees that the primary use of all current and future diversions shall be for beneficial uses which utilize the heat resource of the water in an efficient and reasonable manner, except for .5 cfs currently used for irrigation only, which use all parties agree may continue. If McCollum diverts more than 6.6 cfs from the common hot water aquifer, he agrees to reduce his use of hot water by the amount exceeding 6.6 cfs upon 90 days written notice if the other parties to this agreement can insure delivery in accordance with state law of high quality cold water in exchange therefor at no additional cost to McCollum.

5. 411 is the holder of Permit No. 47-7964 providing for the development of 1.11 cfs and has presently developed .5 cfs for heating purposes. In consideration for this Agreement, 411 agrees that their diversions from the common hot water aquifer shall be limited to .75 cfs for beneficial uses which utilize the heat resource of the water.

Twin Falls
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6. Kestler is the holder of Permit No. 47-7492 providing for the development of .31 cfs. In consideration for this Agreement, Kestler agrees that his diversions from the common hot water aquifer shall be limited to .31 cfs for beneficial uses which utilize the heat resource of the water.

7. Stone is the holder of Permit No. 47-7714 providing for the development of 2 cfs. In consideration for this Agreement, Stone agrees that his diversions from the common hot water aquifer shall be limited to .5 cfs for beneficial uses which utilize the heat resource of the water.

8. Nazarene is the holder of Permit No. 47-7745 providing for the development of .70 cfs. In consideration for this Agreement, Nazarene agrees that its diversions from the common hot water aquifer shall be limited to .70 cfs for beneficial uses which utilize the heat resource of the water.

9. Hydrotube is the holder of Application No. 47-7872 providing for the development of .20 cfs. In consideration for this Agreement, Hydrotube agrees that its diversions from the common hot water aquifer shall be limited to .10 cfs for beneficial uses which utilize the heat resource of the water.

lapsed
10. Elsing is the holder of Permit No. 47-7875 providing for the development of .30 cfs. In consideration for this Agreement, Elsing agrees that his diversions from the common hot water aquifer shall be limited to .15 cfs for beneficial uses which utilize the heat resource of the water.

11. M.G. is the holder of Application No. 47-7966 providing for the development of 1 cfs. In consideration for this Agreement, M.G. agrees that its diversions from the common hot water aquifer shall be limited to .5 cfs for beneficial uses which utilize the heat resource of the water.

12. City is the holder of Permit No. 47-7969 providing for the development of 1.92 cfs. While this Agreement is in no way intended to bind IDWR as to the status of the permit, City agrees that if its permit is not cancelled and remains in good standing, its diversions from the common hot water aquifer shall be limited to .95 cfs for beneficial uses which utilize the heat resource of the water. 

13. Sun Ventures, LTD. is the holder of Application No. 36-8137 providing for the development of 48 cfs. The parties hereto (except IDWR and Professional) acknowledge that

Sun Ventures, LTD. is not a party hereto but agree to protest said application because the water would not be used for the heat resource and development of a filing of 48 cfs would decimate the common hot water resource.

14. The Director of IDWR agrees to issue an order declaring a moratorium of five years for processing new applications for permit to develop water from the common hot water aquifer in Twin Falls and Jerome Counties, Idaho, except the applications as herein provided in paragraphs 9 and 11. A copy of said order is attached hereto as Exhibit A, and made a part hereof as if set out at length herein. Said order also limits development by present permit holders who are parties to Civil Case No. 37298 and this Agreement (hereinafter "Stage One" development), to the amounts herein stated in paragraphs 2 through 12 above. The order also provides that parties to Civil Suit No. 37298 who will not execute this limitation Agreement shall be subject to the moratorium. The parties hereto agree that each shall be responsible for compliance with state law and the rules of IDWR prior to effecting a "Stage One" diversion pursuant to the rights listed in paragraphs 2 through 12 hereof. Statutory and permit requirements will be complied with relative to commencing construction and submission of proof of beneficial use for any development or diversion beyond that which presently exists to the maximum extent as provided for in paragraphs 2 through 12 of this Agreement. The pendency of the lawsuit to be dismissed pursuant hereto shall be considered as an adequate reason for granting equivalent extensions of time for development of the reduced amounts of water as set out in Paragraphs 2 through 12 hereof. IDWR also agrees to suspend the commencement of construction and proof of beneficial use requirements of any valid application or permit described in paragraphs 3 through 12 relative to the diversion and development increment herein agreed not to be developed and used (hereinafter "Stage Two" development). If at the end of five years, data indicates that AAR exceeds annual withdrawals (provided that the parties hereto reserve the right to contest such AAR determination administratively or judicially), IDWR agrees to allow "Stage Two" to begin and to allow development by the parties hereto to the extent of the excess water available over AAR, on the basis of an equal priority date which shall be the date of this Agreement, but junior to "Stage One" development. "Stage Two" development shall be on the basis of a proportionate ratio unless the parties hereto or their successors and assigns shall otherwise unanimously agree to a different method for the allocation of the available water, e.g. assume Hydrotube (Paragraph 9) has developed .10 cfs under "Stage One" and wishes to develop the remaining .10 cfs under their Permit No. 47-7872, and Stone (Paragraph 7) has developed .5 cfs under "Stage One" and wishes to develop the remaining 1.5 cfs under

Permit No. 47-7714, and and that no other parties to the Agreement wish to develop further and AAR exceeds withdrawals by 1 cfs at the end of the moratorium period and reasonable pumping levels are not a factor, development on the basis of a proportionate ratio with the priority date of this Agreement would mean Hydrotube could develop .0667 (0.1 cfs/1.5 cfs = 6.67% x 1 cfs = 0.667 cfs) and Stone would develop .9333 cfs under "Stage Two" and no applications filed after the date of this Agreement would develop. If AAR exceeded "Stage One" developments by 2.0 cfs, under the same example, .4 cfs would be available to applicants who file after the date of this Agreement; provided further that such rights entitled to participate in "Stage Two" development be then in good standing. 1.6

15. In the event that a court of competent jurisdiction abrogates the Director's order (Exhibit A) within the period of the moratorium or any extension thereof, this Agreement shall also terminate, unless the parties shall then specifically agree to an extension hereof.

16. The parties agree that the primary purpose of this Agreement is to protect the diversion rights of the parties hereto to the extent set out in paragraphs 2 - 12 and agree that it is not the purpose of this Agreement to protect the pressure of the water except as otherwise provided by state law. If at any time within the five years of the pendency of the order, or at the end of the five years of the order, IDWR evaluation of flow records indicate diversions exceed AAR, the parties hereto agree to reduce their diversions so that AAR is not thereafter exceeded (such reductions under the priority system of first in time is first in right so that the junior right holder shall be totally cut back before the second junior right holder is cut below the rate herein agreed to; the second junior right holder is totally cut back before the third junior right holder is cut below the rate herein agreed to, etc.) unless the parties hereto shall then otherwise unanimously agree (provided that the parties hereto reserve the right to contest such AAR determination administratively or judicially). If at the end of the five year period of the order, the flow records indicate diversions exceed AAR of the hot water aquifer, the parties will petition IDWR for a Critical Groundwater Area designation and will reduce diversions to the level of AAR on the basis of the priority system.

17. If IDWR does not or cannot make a determination of AAR at the end of five years based on the data, but flow pressures have not increased from their present level, the parties will seek a continuance of the moratorium.

18. Paragraphs 2 through 12 parties hereto agree that requests for extension of time extending the time for forfeiture for non-use filed pursuant to I.C. 42-222(2) shall not be protested during the term of this Agreement. Wells will be capped during times of non-use.

19. Any parties hereto may transfer their real property together with all water rights appurtenant thereto. However, if a party wishes to sell water rights which are subject of this Agreement but retain the real property, the other parties hereto shall have an option of first refusal to purchase any said water rights of any of the parties to this Agreement who may elect to sell. If two or more of the other parties elect to buy, and cannot otherwise agree on a proper allocation, they shall be entitled to purchase said water right being offered pro rata based on their then rights to divert from the aquifer in the amounts which are herein agreed. Any transfers proposed pursuant to this paragraph shall be subject to all applicable state laws.

20. The parties hereto agree that the amounts of the diversions as set out in paragraphs 2 through 12 are reasonable and each agrees not to protest, seek abandonment or forfeiture, or otherwise contest the amount of the agreed diversions of the other parties hereto during the term of this moratorium or any extension thereof, so long as the water is beneficially applied to use.

21. The parties hereto agree to support the efforts of IDWR to obtain funding from the Idaho Legislature so as to perform adequate and continuing hydrogeologic studies for the common hot water aquifer which is the subject of this Agreement.

22. The parties agree to the installation of measuring devices approved by IDWR which will provide an instantaneous readout and totalizing head so that the systems can be readily monitored and integrated volumetric measurements of pump out obtained over the period of the order.

23. The parties hereto agree that nothing herein contained shall prevent any party from seeking relief by injunction or otherwise, or an order requiring modification or closing of any well found to be in violation of the provisions of Idaho Code §§ 42-237a and 42-1601 et seq.

24. The parties hereto (except IDWR) herein consent to changes in the point of diversion and place of use of the City's right under Permit No. 47-7969 to utilize 411's facilities in common as set out in paragraph 5 hereof, provided that the priority for the City's Permit No. 47-7969 shall remain unchanged and the City shall use 411's discharges diverted pursuant to 47-7964 to the extent possible for heat

DOES SHALL IMPLY THE POOL MUST USE 411'S DISCHARGES?

DOES THE SYSTEM ALLOW WATER FROM SCHOOL TO GO ANYWHERE OTHER THAN THE POOL?

for a swimming pool and associated facilities, but in no event shall the City's use of hot water under 47-7969 in excess of 411's discharges exceed .95 c/f/s for the duration of this Agreement. City may make secondary use of 411's discharges during other than the pool season to keep the pool from freezing. City agrees that the use of water under 47-7969 shall only be made at such times as the swimming pool and associated facilities utilizing the heat resource are open for use. *do the have to?*

25. This Agreement may be executed in counterparts for convenience of the parties, but shall be binding as though all had executed the same document.

26. The parties hereto bind their heirs, personal representatives, successors and assigns.

IN WITNESS WHEREOF, This Agreement has been executed on the day and year first above written.

Chuck Brockway
B.H.

IDAHO DEPARTMENT OF WATER
RESOURCES

By *A. Kenneth Dunn*
Director

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

On this 22 day of July, 1987, before
me, a Notary Public, in and for said County and State,
personally appeared A. Kenneth Dunn, known or
identified to me to be the Director of the IDAHO DEPARTMENT OF
WATER RESOURCES, which executed the foregoing instrument, and
acknowledged to me that such executed the same.

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

James A. Roswell
NOTARY PUBLIC FOR IDAHO
Residing at: Twin Falls
My commission expires: 1989

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

IN THE MATTER OF THE)
TWIN FALLS GROUNDWATER)
MANAGEMENT AREA)
_____)

ORDER ESTABLISHING
A GROUNDWATER
MANAGEMENT AREA

WHEREAS, the Director of the Department of Water Resources has the responsibility to administer the ground water basins of the state to protect prior rights yet allow full economic development; and,

WHEREAS, there is a concern that the present stage of permitted development of the thermal-artesian groundwater system in the Twin Falls Area may be approaching the conditions of a critical groundwater area; and,

WHEREAS, a study performed by a private consulting firm on several wells in this system indicates that the thermal resource is limited and that significant interferences between wells may occur; and,

WHEREAS, in order to protect the resource, the construction of all wells in the area must be monitored and controlled; and,

WHEREAS, Section 42-233b, Idaho Code, authorizes the Director of the Idaho Department of Water Resources to designate areas as "ground water management areas" to allow increased management of the ground water resources;

NOW, THEREFORE, IT IS HEREBY ORDERED that the following described area be included within and designated as the "Twin Falls Ground Water Management Area" pursuant to provisions of Section 42-233b, Idaho Code:

From the point of beginning at the intersection of the Township line between 10 South and 11 South, and the Range line between 18 East and 19 East; thence northerly along the Range line approximately 4.1 miles to the North Rim of the Snake River Canyon; thence northwesterly along the North Rim of the Snake River Canyon approximately 4.3 miles to the intersection of the Rim, Township 9 South and Township 10 South; thence westerly approximately 0.1 mile to the southwest corner of Section 34, Township 9 South, Range 18 East; thence northerly approximately 1.0 miles to the northwest corner of Section 34, Township 9 South, Range 18 East; thence westerly

approximately 5.9 miles to the North Rim of the Snake River Canyon; thence north and west along the North Rim of the Snake River Canyon approximately 22.3 miles to the intersection of the Rim and the West section line of Section 3, Township 9 South, Range 14 East; thence northerly 3.4 miles to the northeast corner of Section 21, Township 8 South, Range 14 East; thence westerly approximately 3.0 miles to the northeast corner of Section 24, Township 8 South, Range 13 East; thence southerly approximately 1 mile to the southeast corner of said Section 24; thence west to the Magic Water Company Main Canal, thence southerly along the canal to its source at Salmon Falls Creek in the SE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 2, Township 10 South, Range 13 East; thence southwesterly along Salmon Falls Creek to the Township line common to Townships 10 South and 11 South; thence easterly along the township line to the point of beginning.

Excluding the Banbury Hot Springs Ground Water Management Area designated by the Director on April 12, 1983.

Dated this 11th day of January 1984.


A. KENNETH DUNN
Director