

Weaver, Mathew

From: Homan, John
Sent: Wednesday, February 09, 2011 4:32 PM
To: dcrandall@co.owyhee.id.us
Cc: Peppersack, Jeff; Weaver, Mathew
Subject: Suggestions
Attachments: Murphy Hot Springs MOU.docx

Sheriff Crandall,

Thank you for the opportunity to review the MOU addressing the water issues at Murphy Hot Springs. I have attached a Word document in which you might find some helpful language to address the matter. I have made some suggestions in the attached document which may help, but you have done a remarkable job in getting these parties together and IDWR intends to remain as a resource for the Sheriff's Office if needed in the future. If you have any questions, please feel free to give me a call. My direct number is 287-4812.

Much Thanks,
John Homan

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is entered into by and between Tom Scroggins, (Scroggins) of Murphy Hot Springs representing himself and his sister Christine Adamo and Purity Sweet Inc. (Purity) of Jerome, Idaho represented by Matthew Olivas and Mike Farnsworth. The parties acknowledge and agree that each have right to use the water from Murphy Hot Springs in accordance with the terms of their water rights as identified by the decree issued by Fifth District Court in the Snake River Basin Adjudication. The parties further acknowledge and agree that water from Murphy Hot Springs emanates from two sites known as the North and South Springs.

The Parties agreed to the following terms and conditions at the meeting held in the Owyhee County Courthouse in Murphy, Idaho on February 3, 2011.

1. Purity shall establish a water line from the South Springs site to the property boundary of the property controlled by Scroggins.
2. The water line to the Scroggins property will deliver potable water at the rate of 4.5 gallons per minute under enough pressure to sustain household use.
3. The water line will be connected to the South Springs with a $\frac{3}{4}$ inch outlet pipe. The $\frac{3}{4}$ inch outlet pipe will in turn be connected to a 1 1/2 inch pipe in which the water shall travel unimpeded to the Scroggins property.
4. Scroggins agrees to install a back flow prevention device at a location in the system to assure Purity that no contaminated water is introduced into the bottling operation.
5. The $\frac{3}{4}$ inch outlet pipe will interconnect with the South Springs in manner to provide an uninterrupted flow of water to both parties. The interconnection point with the South Springs shall be high enough on the system to provide added pressure for the Scroggins property, but shall not interfere with Purity's existing operations.
6. The parties specifically agree not to manipulate, adjust or otherwise interfere with the flow of the water to the other party.
7. The parties acknowledge and agree that the Owyhee County Sheriff shall act as the Murphy Hot Springs Spring Manager and that all proposed alterations, changes or variations in the water delivery from the Springs must be approved by the Sheriff after all parties are notified.
8. Unless acting in response to an act of God or a bonafide emergency, neither party shall attempt to alter or change water delivery from Murphy Hot Springs. The Sheriff shall be notified as soon as possible after either party has changed the water delivery in response to an emergency.

9. The parties acknowledge that there is no obligation upon the primary water user to waste water for the benefit of wastewater water right holder. All wastewater from the hot tubs not being put to beneficial use by Purity shall delivered to the Scroggins property.

DATE _____

Tom Scroggins, representing himself
and Christine Adamo

Purity Sweet Inc.

DATE _____

Matthew Olivas

DATE _____

Mike Farnsworth