

Page _____ of _____

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCESTransfer No. 74449Amended APPLICATION FOR TRANSFER OF WATER RIGHT
PART 1Name of applicant Dry Lot LLC Phone 208-578-2116Post Office address 116 Valley Club Dr. Hailey, ID 83333

RECEIVED

A. PURPOSE OF TRANSFER

FEB 04 2009

1. ☐ Change point of diversion ☐ Add diversion point ☒ Change place of use
☒ Change nature of use ☐ Change period of use ☐ Other _____

DEPT. OF WATER RESOURCES
SOUTHERN REGION

2. Describe the reason for the proposed changes Provide mitigation for additional ground water irrigation for the Valley Club Subdivision.

B. DESCRIPTION OF RIGHT(S) OR PORTION THEREOF, AFTER THE REQUESTED CHANGE

1. Right Number Priority Amount (cfs/ac-ft) Nature of Use Period of Use
- | | | | | |
|----------|-----------|-------|----------|----------------|
| 37-21130 | 3/24/1883 | 0.24/ | Recharge | 04/15 to 10/31 |
| 37-21137 | 3/24/1883 | 1.92/ | Recharge | 04/15 to 10/31 |
| 37-21139 | 3/24/1883 | 0.23/ | Recharge | 04/15 to 10/31 |
2. Total amount of water being transferred 2.39 cubic feet per second and/or _____ acre-feet per annum.
3. Source of water Big Wood River tributary to Malad River
4. Point(s) of Diversion:

Lot	1/4	1/4	1/4	Sec.	Twp.	Rge	County	Local name for diversion
		SW	NW	20	03N	18E	BLAINE	HIAWATHA CANAL

5. Lands irrigated or place of use: *R_e = Recharge

Twp.	Rge.	Sec.	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	
03N	18E	20		R _e												R _e			
03N	18E	21																	
03N	18E	28																	
03N	18E	29																	

PART 1

6. General Information:

- a. Description of diversion system Pump and pipeline from Hiawatha Canal will deliver water to infiltration system for recharge.

- b. Are the lands from which you propose to transfer the water right subject to any liens, deeds of trust, mortgages, or contracts?
☐ Yes ☒ No. If yes, provide a notarized statement from the holder of the lien, deed of trust, mortgage or contract agreeing to the proposed changes.

- c. Describe the effect on the land now irrigated if the place of use is changed pursuant to this transfer:

Thirty nineand one-half (39.5) acres at the present place of use will no longer be irrigated.

- d. Remarks:

See attached narrative describing transfer and accompanying permit.

ACTION OF THE DIRECTOR, DEPARTMENT OF WATER RESOURCES

This is to certify that I have examined Application for Transfer of Water Rights No. _____

And said application is hereby _____, subject to the following limitations and conditions:

Witness my hand this _____ day of _____, 20 _____.

Page _____ of _____

Transfer No. _____

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
APPLICATION FOR TRANSFER OF WATER RIGHT
PART 2

(Attach one copy for each right)

A. DESCRIPTION OF RIGHT AS RECORDED

1. Right evidenced by:

- a. Decree No. _____ Decreed to _____
in case of _____ vs. _____
dated _____ in _____ county of _____
- b. License No. _____ issued by the Idaho Department of Water Resources.
- c. Claim No. 37-21130 on file with the Idaho Department of Water Resources.
- d. Transfer No. _____ which produced this right.

2. Attach a copy of last year's tax notice for the property to which the water right is appurtenant or other documents which show ownership. Label document as attachment A. check appropriate box below.

☐ Tax notice☒ Warranty Deed☐ Other _____3. Source of water Big Wood River tributary to Malad River4. Date of priority 3/24/1883

5. Water is used for the following purpose:

Amount 0.41 for Irrigation purposes from 04/15 to 10/31
(cfs/ac-ft)
Amount _____ for _____ purposes from _____ to _____
(cfs/ac-ft)
Amount _____ for _____ purposes from _____ to _____
(cfs/ac-ft)

6. Total amount of water under right 0.41 cubic feet per second and/or _____ acre-feet per annum.

7. Point(s) of Diversion:

Lot	1/4	1/4	1/4	Sec.	Twp.	Rge	County	Local name for diversion
		SW	NW	20	03N	18E	BLAINE	HIAWATHA CANAL

8. Lands irrigated or place of use:

Twp.	Rge.	Sec.	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	
02N	18E	3											20						20
02N	18E	4													21	3		22	46

Total acres 669. Describe any other water rights used for the same purpose as described above 37-21137, 37-21139

Page _____ of _____

PART 2

Transfer No. _____

10. To your knowledge, has any portion of this water right undergone a period of five or more consecutive years of non-use?

No _____ If yes, describe _____

B. DESCRIPTION OF PORTION OF RIGHT BEING TRANSFERRED

(if the entire right is to be changed by the applicant, omit part B and C)

1. Amount 0.24 for Irrigation purposes from 04/15 to 10/31
 (cfs/ac-ft)
 Amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)
 Amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)

2. Point(s) of Diversion:

Lot	1/4	1/4	1/4	Sec.	Twp.	Rge	County	Local name for diversion
		SW	NW	20	03N	18E	BLAINE	HIAWATHA CANAL

3. Lands irrigated or place of use:

Twp.	Rge.	Sec.	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	
02N	18E	3											20						20
02N	18E	4													21	3		22	46

* 39.5 acres of the authorized 66 acres will be transferred.Total acres 66***C. DESCRIPTION OF UNCHANGED PORTION OF RIGHT (omit if there is no change)**

1. Amount 0.17 for Irrigation purposes from 04/15 to 10/31
 (cfs/ac-ft)
 Amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)
 Amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)

2. Point(s) of Diversion:

Lot	1/4	1/4	1/4	Sec.	Twp.	Rge	County	Local name for diversion
		SW	NW	20	03N	18E	BLAINE	HIAWATHA CANAL

3. Lands irrigated or place of use:

Twp.	Rge.	Sec.	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	
02N	18E	3											20						20
02N	18E	4													21	3		22	46

* Irrigation within 66 acre PPU will be reduced to 26.5 acres.

Total acres 66*

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR TRANSFER OF WATER RIGHT

PART 2

(Attach one copy for each right)

A. DESCRIPTION OF RIGHT AS RECORDED

1. Right evidenced by:

- a. Decree No. _____ Decreed to _____
in case of _____ vs. _____
dated _____ in _____ county of _____
- b. License No. _____ issued by the Idaho Department of Water Resources.
- c. Claim No. 37-21137 on file with the Idaho Department of Water Resources.
- d. Transfer No. _____ which produced this right.

2. Attach a copy of last year's tax notice for the property to which the water right is appurtenant or other documents which show ownership. Label document as attachment A. check appropriate box below.

☐ Tax notice ☒ Warranty Deed ☐ Other _____

3. Source of water Big Wood River tributary to Malad River

4. Date of priority 3/24/1883

5. Water is used for the following purpose:

Amount 3.2 for Irrigation purposes from 04/15 to 10/31
(cfs/ac-ft)
Amount _____ for _____ purposes from _____ to _____
(cfs/ac-ft)
Amount _____ for _____ purposes from _____ to _____
(cfs/ac-ft)

6. Total amount of water under right 3.2 cubic feet per second and/or _____ acre-feet per annum.

7. Point(s) of Diversion:

Lot	1/4	1/4	1/4	Sec.	Twp.	Rge	County	Local name for diversion
		SW	NW	20	03N	18E	BLAINE	HIAWATHA CANAL

8. Lands irrigated or place of use:

Twp.	Rge.	Sec.	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	
02N	18E	3											20						20
02N	18E	4													21	3		22	46

Total acres 66

9. Describe any other water rights used for the same purpose as described above 37-21130, 37-21139

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PART 2

Transfer No. _____

10. To your knowledge, has any portion of this water right undergone a period of five or more consecutive years of non-use?

No _____ If yes, describe _____

B. DESCRIPTION OF PORTION OF RIGHT BEING TRANSFERRED*(if the entire right is to be changed by the applicant, omit part B and C)*

1. Amount 1.92 for Irrigation purposes from 04/15 to 10/31
 (cfs/ac-ft)
 Amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)
 Amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)

2. Point(s) of Diversion:

Lot	1/4	1/4	1/4	Sec.	Twp.	Rge	County	Local name for diversion
		SW	NW	20	03N	18E	BLAINE	HIAWATHA CANAL

3. Lands irrigated or place of use:

Twp.	Rge.	Sec.	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	
02N	18E	3											20						20
02N	18E	4													21	3		22	46

* 39.5 acres of the authorized 66 acres will be transferred.

Total acres 66***C. DESCRIPTION OF UNCHANGED PORTION OF RIGHT** *(omit if there is no change)*

1. Amount 1.28 for Irrigation purposes from 04/15 to 10/31
 (cfs/ac-ft)
 Amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)
 Amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)

2. Point(s) of Diversion:

Lot	1/4	1/4	1/4	Sec.	Twp.	Rge	County	Local name for diversion
		SW	NW	20	03N	18E	BLAINE	HIAWATHA CANAL

3. Lands irrigated or place of use:

Twp.	Rge.	Sec.	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	
02N	18E	3											20						20
02N	18E	4													21	3		22	46

* Irrigation within 66 acre PPU will be reduced to 26.5 acres.

Total acres 66*

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR TRANSFER OF WATER RIGHT

PART 2

(Attach one copy for each right)

A. DESCRIPTION OF RIGHT AS RECORDED

1. Right evidenced by:

- a. Decree No. _____ Decreed to _____
in case of _____ vs. _____
dated _____ in _____ county of _____
- b. License No. _____ issued by the Idaho Department of Water Resources.
- c. Claim No. 37-21139 on file with the Idaho Department of Water Resources.
- d. Transfer No. _____ which produced this right.

2. Attach a copy of last year's tax notice for the property to which the water right is appurtenant or other documents which show ownership. Label document as attachment A. check appropriate box below.

☐ Tax notice ☒ Warranty Deed ☐ Other _____

3. Source of water Big Wood River tributary to Malad River

4. Date of priority 3/24/1883

5. Water is used for the following purpose:

Amount 0.39 for Irrigation purposes from 04/15 to 10/31
(cfs/ac-ft)
Amount _____ for _____ purposes from _____ to _____
(cfs/ac-ft)
Amount _____ for _____ purposes from _____ to _____
(cfs/ac-ft)

6. Total amount of water under right 0.39 cubic feet per second and/or _____ acre-feet per annum.

7. Point(s) of Diversion:

Lot	1/4	1/4	1/4	Sec.	Twp.	Rge	County	Local name for diversion
		SW	NW	20	03N	18E	BLAINE	HIAWATHA CANAL

8. Lands irrigated or place of use:

Twp.	Rge.	Sec.	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	
02N	18E	3											20						20
02N	18E	4													21	3		22	46

Total acres 66

9. Describe any other water rights used for the same purpose as described above 37-21130, 37-21137

10. To your knowledge, has any portion of this water right undergone a period of five or more consecutive years of non-use?

No _____ If yes, describe _____

B. DESCRIPTION OF PORTION OF RIGHT BEING TRANSFERRED

(if the entire right is to be changed by the applicant, omit part B and C)

1. Amount 0.23 for Irrigation purposes from 04/15 to 10/31
 (cfs/ac-ft)
 Amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)
 Amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)

2. Point(s) of Diversion:

Lot	1/4	1/4	1/4	Sec.	Twp.	Rge	County	Local name for diversion
		SW	NW	20	03N	18E	BLAINE	HIAWATHA CANAL

3. Lands irrigated or place of use:

Twp.	Rge.	Sec.	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	
02N	18E	3											20						20
02N	18E	4													21	3		22	46

* ~~39.8~~ acres of the authorized 66 acres will be transferred.

Total acres 66*

C. DESCRIPTION OF UNCHANGED PORTION OF RIGHT (omit if there is no change)

1. Amount 0.14 for Irrigation purposes from 04/15 to 10/31
 (cfs/ac-ft)
 Amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)
 Amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)

2. Point(s) of Diversion:

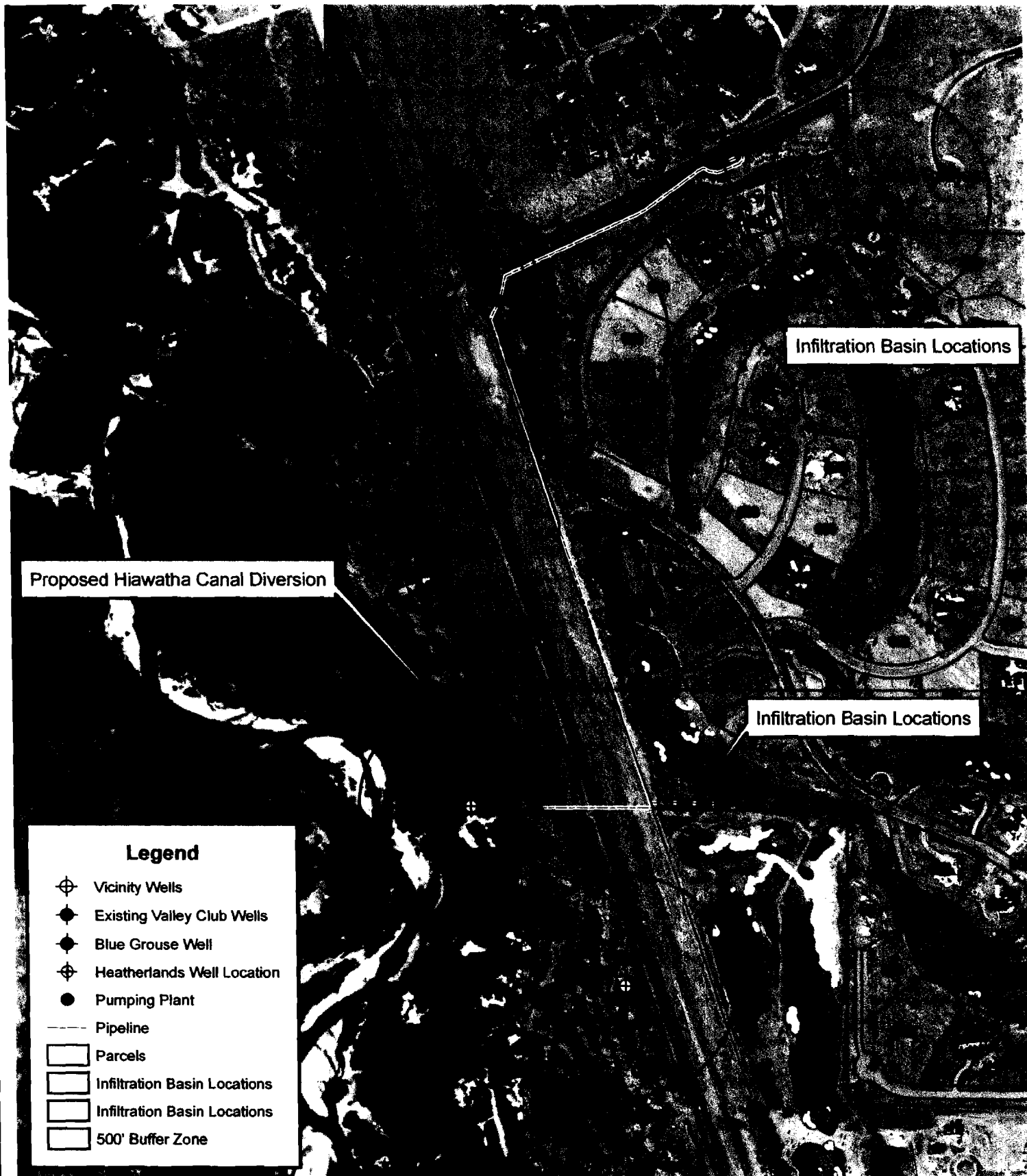
Lot	1/4	1/4	1/4	Sec.	Twp.	Rge	County	Local name for diversion
		SW	NW	20	03N	18E	BLAINE	HIAWATHA CANAL

3. Lands irrigated or place of use:

Twp.	Rge.	Sec.	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	
02N	18E	3											20						20
02N	18E	4													21	3		22	46

* Irrigation within 66 acre PPU will be reduced to 26.5 acres.

Total acres 66*



VALLEY CLUB HOME OWNERS INC.
PROPOSED INFILTRATION BASIN LOCATIONS
2006 AERIAL PHOTOGRAPH



1 inch = 600ft

0 300 600 1,200 Feet

BROCKWAY ENGINEERING, PLLC.
 ZL - 3/21/08

Page _____ of _____

Transfer No. _____

PART 3**B. CHANGES IN NATURE OF USE**

1.	New Nature of Use	Amount (cfs/ac-ft)	Hours/days/year	Period of Use
	Recharge	2.39/138	As Needed	04/15 to 10/31
				to
2.	Quantity and quality of return flows and location of discharge: N/A.			
3.	Describe the effects on other water uses resulting from the proposed change: None.			

I hereby assert that no one will be injured by such change and that the change does not constitute an enlargement in use of the original right. 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 voiding its approval.

Subscribed and sworn to before me this
SANDRA P. EHRMANTRAUT
NOTARY PUBLIC
STATE OF IDAHO

My commission expires 4-21-12

(Signature of Applicant)

day of February, 2009

(Notary Public)

FOR DEPARTMENT USE ONLY

Transfer contains _____ pages and _____ attachments	
Received by _____ Date _____	Protest filed by _____
Prelim. check by _____ Fee _____	
Received by _____ Date _____	
Published in _____	Copies of protest forwarded by _____
Pub. dates _____	Hearing held by _____ Date _____
Watermaster recommendation requested on _____	Recommended for ☐ Approval ☐ Denial
_____ rec'd. _____	by _____
Copy of transfer sent to lien holder _____	

Narrative in Support of Water Right Permit, Transfer and Mitigation Plan for Irrigation

Valley Club Home Owners Association Inc.
Hailey, Idaho (Dry Lot LLC)

Charles E. Brockway, P.E.
Brockway Engineering, PLLC.

Revised
February 3, 2009

Dry Lot LLC was formed by certain members of the Valley Club Homeowners Association to purchase water rights and file the necessary applications subject of this narrative for their benefit.

The Valley Club Home Owners Association represents owners of the 99 lots in the Valley Club Subdivision in Blaine County Idaho. The subdivision was established in early 1990's and currently has residences on 40 lots (Figure 1). The Association holds two ground water right permits 37-8613A and 37- 8810 which provide in-house, irrigation, and fire protection water to all lots. The permit components are shown on Table 1.

Table 1 Water Right Permits-The Valley Club Home Owners Association Inc.

Right No.	Priority Date	Proof Date	Use	Diversion Rate cfs	Irrig Acres	Diversion
37-8613A	4/4/1990	5/2/1996	Irrigation & Domestic	0.98 Irrig. 0.50 Domestic	49.5 acres-limit 0.5acres/residence	2 wells
37-8810	5/3/1993	8/18/1998	Domestic & Fire Protection	0.4 Domestic 3.4 Fire Protection	Domestic is for 99 units, clubhouse/restaurant and recreation center	2 wells

The two wells are located at the north end of the subdivision in the SWNWNW Sec 28 T3N R18E and pump into a looped distribution system (Figure 1). Drillers' logs for both wells are shown in Appendix A. Combined capacities of the two wells are adequate to provide the additional irrigation requirements contemplated under this plan. Based on the two existing water right permits, the

allowable irrigated acreage from the system is 49.5 acres with each residential lot limited to 0.5 acres irrigated. The Owners Association (through Dry Lot LLC) proposes to provide irrigation water wherever possible to each lot owner up to an average of 0.9 acres or a total irrigated acreage associated with the residential lots of 89.1 acres. Since the current permits allow irrigation of 49.5 acres, the Association is desirous of securing water rights to allow an additional 39.6 acres or more of irrigation within the place of use of the domestic system but not limited to any certain acreage per lot. An application for permit for additional irrigation of 39.6 acres within the subdivision is being submitted with a ground water recharge mitigation plan utilizing surface water rights from the Big Wood River.

Dry Lot LLC was formed by certain of members of the Valley Club Homeowners Association to acquire additional surface water rights from the Big Wood River. These water rights are decreed in the Snake River Basin Adjudication and water under these rights is diverted from the Big Wood River and conveyed through the Hiawatha Canal. The Hiawatha Canal conveys some 30 cfs of Big Wood River water rights to users adjacent to and south of the Valley Club property. A pumping plant located on the Hiawatha Canal is owned and operated by the Valley Club and used to divert Big Wood River water rights to the Valley Club Golf Course and amenities. It is proposed to utilize this pumping plant and pipeline to divert and convey the newly acquired Big Wood River water rights acquired by Dry Lot LLC, currently conveyed in the Hiawatha Canal, to infiltration areas near the north end of the Valley Club Subdivision to mitigate for additional ground water extraction for irrigation of the additional 39.6 acres. All irrigation of the lots on the Valley Club Subdivision will be served from the two existing wells owned by the Valley Club Owners Association. Locations of the Hiawatha Canal, pump diversion, pipeline and proposed infiltration basins are shown on the aerial photograph, Figure 1.

Dry Lot LLC has entered into an agreement with Old Cutters to purchase 58.5 acres of water rights 37-21130, 37-21137, and 37-21139 in the Big Wood River all with priority dates of 3/24/1883 and with a permissible place of use of 66 acres. The water right numbers for the above purchased water rights have been changed by IDWR to 37-22313, 37-22318 and 37-22323. Analyses of records of the Watermaster District 37 indicate that this priority right has been cut 16 times in the period 1948 through 2004 or 28 percent of years with the right in priority on average until September 14, average of about 153 days. The earliest it has been cut is July 1, as seen in Appendix B.

Irrigation water requirements for the proposed additional 39.6 acres were determined based on estimated Pdef (consumptive irrigation requirement) for turf published by the University of Idaho (Allen and Robison, 2007). Peak monthly use was determined from evapotranspiration at the 80% probability level as published by Allen and Robison. This analysis indicates an estimated maximum day actual turf ET of 5.75 mm/day (0.23 inches/day) or daily maximum consumptive discharge of 0.38 cfs on 39.6 acres. Based on an estimated

irrigation application efficiency of 60%, the average daily ground water diversion rate is 0.63 cfs. Irrigation season actual ET for turf (lawns) at this site is 685mm (2.25 acre feet/acre) so the total annual ET for 39.6 acres is estimated at 89.0 acre feet and the net irrigation water requirement is estimated to be 77.3 acre feet as shown in Appendix C.

Driller's logs for the two Valley Club Home Owners Association wells indicate sand gravel and clay media to a depth of 140 feet with static water levels of 64 to 71 feet below ground surface. Pumping tests indicate pumping levels of 79 to 84 feet for a discharge of 507 to 657 gpm. An irrigation well owned by the Valley Club Inc (golf course) adjacent to the two municipal wells is 180 feet deep with sand, gravel and clay throughout the profile. The discharge for this well (locally called the Mizer well) was reported by the driller to be 1800 gpm with a pumping level of 88 feet, as seen in Appendix A.

Based on an application of the Theis equation for net pumping of an additional 0.63 cfs from a single well to accommodate the additional peak daily consumptive irrigation requirement of 0.46 cfs, the additional drawdown is estimated at less than 1.0 feet at a distance of 1000 feet from the well after continuous pumping for 40 days. This analysis is shown in Appendix A.

Alternate infiltration basin locations are proposed for the project. Field infiltration tests have been performed on the northern basin sites which indicate that the design infiltration rates are suitable for the native soils. Final location for the infiltration basins is pending final arrangements with Valley Club on use of facilities. Dual infiltration basins near the north end of the project and near the middle of the project as shown on Figure 1 are proposed. Water supplied from the pumping plant on the Hiawatha Canal through the pipeline will be delivered either to the northernmost basins on the Valley Club Homeowners property (Figure 1) or to the southern infiltration site directly from the pipeline (Figure 1). The infiltration basins will be subsurface galleries with perforated pipe distribution systems and not open ponds. Water will be pumped from the pipeline or the northern Valley Club pond to two or four infiltration basins. The sustainable infiltration rate for the infiltration basins is estimated at a minimum of 1.5 ft/day through a substrate of at least 18 inches of select filter sand. Based on an annual calculated infiltration requirement of 138 acre feet, and an infiltration period of 153 days, the average infiltration of the basins would be 0.90 acre feet per day or an average discharge of 0.46 cfs (206 gpm). With an infiltration rate of 1.5 ft/day, the basin wetted area required would be 0.6 acres or 26,140 square feet. The two sets of two proposed basins would be approximately 75 x175 feet each in size and located at least 500 feet from any existing wells.

If the northern site is utilized as the primary site, a pump from the Valley Club upper pond to the northern infiltration basins would be designed for a maximum discharge of at least 400 gpm. The lower (southern) set of basins would be served directly from the Valley Club pipeline. A totalizing flow meter is required

on the Valley Club Inc. pumping system from the Hiawatha Canal and a meter with instantaneous readout and totalizer would be installed on the pipeline to the infiltration basins with monthly reporting to ascertain the volume infiltrated. Flow meters are currently installed on the two domestic wells and total volumes pumped are documented to assure compliance with water rights.

The goal of the water right acquisition is to assure that an additional 39.6 acres can be irrigated anywhere on the subdivision and that each lot owner has the opportunity to irrigate, if he or she desires, a total of 0.9 acres. Each lot owner may irrigate up to 0.5 acres from the original two water rights. The additional 39.6 acres of irrigation allowed by the proposed permit and transfer can be allocated by the Owners Association any place within the authorized place of use which includes all lots and common area in the subdivision. In addition, the Association would like to assure that the full additional 39.6 acres could be irrigated for the full irrigation season even though the 3/24/1883 priority water right is not available for the full irrigation season. This mitigation plan proposes to assure that an adequate volume of water is replaced in the aquifer from the 3/24/1883 water right to mitigate the additional use on the 39.6 acres after the cutoff date to the end of the irrigation season. This plan is based on the seasonal consumptive irrigation requirement on the new acres for the latter part of the irrigation season with no expansion of the water right discharge or volume.

At total buildout of the subdivision, there will be 99 residences with a maximum irrigated turf area within the place of use of an average of 0.9 acres per lot or 89.1 acres. Current ground water rights allow the irrigation of 99×0.5 or 49.5 acres. The additional irrigated acreage is therefore 39.6 acres at full buildout. The additional water right purchased by Dry Lot LLC is part of a 3/24/1883 irrigation right which allows 58.5 acres of irrigation with the established irrigation diversion volume of 3.5 af/acre for a full irrigation season or 205 acre feet for the 58.5 purchased acres. Based on WD 37 historical records, this 3/24/1883 right has been on 153 days or through September 15 on average.

The full season consumptive irrigation requirement (Pdef) for the 39.6 additional irrigated acres on the Valley Club Subdivision is estimated at 39.6×1.95 ac ft/acre or 77.3 acre feet for the full 183 day season. The seasonal irrigation diversion requirement from ground water assuming a low irrigation efficiency for turf of 0.56 is 138 af/ year for the 39.6 acres. Since the average length of time the 3/24/1883 right is in priority is 153 days out of the 183 days in the established irrigation season, the additional consumptive irrigation requirement to extend the season from 153 days to 183 days is 0.162 ac ft/acre or $0.162 \times 39.6 = 6.4$ acre feet (Table 1) and the additional diversion requirement, assuming an irrigation efficiency of 56%, to extend the season is $6.4 / .56 = 11.4$ acre feet. Total required diversion of ground water including extension of irrigation for the full 183 day extended season is therefore 138 acre feet. By operating the infiltration system at the minimum design discharge of 0.46 cfs for 153 days, from April 15 through September 15, approximately 138 acre feet will be added to the aquifer. Since

this 138 acre feet estimated full season irrigation diversion assumes a low (56%) irrigation efficiency, the 138 acre feet recharged to the aquifer will be more than the required diversion. This is a reasonable factor of safety to assure that the irrigation season consumptive irrigation requirement of 77.3 acre feet and the total ground water diversion of up to 138 acre feet for the extended season are adequately mitigated. . The 77.3 acre feet of seasonal consumptive irrigation requirement for the additional Valley Club Owners acreage is $77.3/112.9 = 68\%$ of the estimated seasonal consumptive irrigation requirement allowed under the water rights for the 58.5 acres of purchased water right. Therefore, at full buildout, approximately 32% of the seasonal consumptive irrigation requirement on the 58.5 acres of the 3/24/1883 water right will not be required for mitigation. Additionally, the average groundwater diversion for the full irrigation season of 138.1 acre feet is matched by the infiltration volume of 138.3 acre feet so there is no net temporal impact on the aquifer. The infiltration volume exceeds the diversion requirement throughout the irrigation season until the surface water right is out of priority (see seasonal graph of infiltration). Since the ground water diversion points and infiltration basins for the north set of basins are approximately 700 feet apart the local effect on the aquifer will be minimal. Recharge using the lower (southern) set of infiltration basins will not impact the late season aquifer levels significantly since the volume expected for late season extension is only 11.6 acre feet. Pumping of the extended season volume of 11.6 acre feet is not expected to significantly impact any local ground water diversions. The proposed place of use for the recharge water made available by the recently purchased water rights 37-21130, 37-21137, and 37-21139 will consist of the entire subdivision as shown in Appendix D. This place of use consists of 219.2 acres and the total allowed irrigation including existing and new water rights is 89.1 acres.

The annual volume of recharge through the mitigation project will be phased to match the buildout rate of the residences within the subdivision and a mitigation schedule for each year of the planned phases would be prepared and submitted to IDWR as required. Any portion of the water right diverted for mitigation but not utilized in the recharge project can be returned to the Hiawatha Canal through the Valley Club golf course stream system to mitigate seepage losses in the Hiawatha which impact existing down canal water users. The remaining 19 acres of the 58.5 acres of purchased Big Wood River water rights will be offered to the Idaho State Water Supply Bank.

A maintenance program for the infiltration basins will be developed after final design and followed to assure that infiltration rates are maintained. This program will include maintenance of perforated pipe infiltration capacity and media renovation.

The place of use of the water rights purchased for ground water mitigation is located on the Old Cutters property approximately three (3) miles south of the new proposed place of use on the Valley Club Subdivision, Figure 2. The

infiltration of water in excess of the additional net depletion at the proposed new site will more than mitigate for the increased groundwater pumped at the new site.

The water rights purchased by Dry Lot LLC for mitigation of aquifer pumping requires moving the diversion upstream in the Hiawatha Canal approximately 3.4 miles. The historical loss in this reach of the Hiawatha has been shared by water right holders with deliveries throughout the length of the canal. Recently (2006) a 4350 foot length of the Hiawatha Canal was rehabilitated by the Valley Club Inc. and lined with a membrane to reduce seepage. An analysis of seepage losses in the Hiawatha was performed by the IDWR Twin Falls Regional Office in conjunction with a previous transfer. This analysis shows that, with the recent lining of part of the canal, moving a total diversion of 3.55 cfs allowed under the Old Cutter's water rights upstream to the Valley Club Inc diversion will require 0.22 cfs to remain in the canal to make up the additional impact to down-canal water users. Therefore, the remaining 3.33 cfs is available for recharge using the Valley Club Inc. diversion or for rental to the Idaho State Water Supply Bank. The spreadsheets showing the IDWR analysis are included in Appendix D.

A ground water model of the Big Wood River Valley aquifer from the East Fork downstream to the City of Bellevue was developed by Brockway Engineering PLLC to evaluate the changes in ground water levels and Big Wood River reach gain as a result of the proposed aquifer recharge and extraction mitigation plan. This model is a MODFLOW aquifer flow model and is fully described in the Final Report : " Development of a Ground Water Flow Model for the Big Wood River Aquifer: East Fork to Bellevue". The report is appended to this application. Simulation of the ground water system changes effected by the proposed project are fully described in the report. "Evaluation of the Impact of the Proposed Dry Lot, LLC Water Right Applications Using a Big Wood River Aquifer Groundwater Model". This report shows that the proposed ground water recharge and extraction project impact on aquifer water levels and river reach gains is zero or minimal.

Dry Lot LLC also entered into a *Water Rights Use Agreement* with the Big Wood Canal Company (BWCC) to resolve BWCC's protest. Pursuant to the agreement, Dry Lot voluntarily agreed to reduce its rate of diversion from the Big Wood River under the purchased water rights by 1 cfs. Therefore, 1 cfs will remain in the river to increase flows past the Hiawatha Canal headgate. For purposes of this transfer application, Dry Lot has agreed to not divert 0.67 cfs of the 2.39 cfs of the water rights it is transferring for recharge purposes. The rest of the water to be left in the river (0.33 cfs) is associated with the remaining portion of the water rights not being transferred (1.16 cfs, 19 acres) which will be placed in the Idaho State Water Supply Bank. The increased flows in the river will provide additional mitigation to surface water rights on the Big Wood River.

Appendix A

Well Drillers Logs and Well Interface

FORWARD WHITE COPY TO WATER RESOURCES

IDAHO DEPARTMENT OF WATER RESOURCES
WELL DRILLER'S REPORTUse Typewriter
or
Ball Point Pen

1. DRILLING PERMIT NO. 37. 94. S. 0078 - 000

Other IDWR No. _____

2. OWNER:

Name Valley Ranch Partners

Address Z EHM Engineers 621 N College Suite 100

City Twin Falls State ID Zip 83301

3. LOCATION OF WELL by legal description:

Sketch map location must agree with written location.

N	
W	E
S	

Twp. 3 North ☒ or South ☐
Rge. 18 East ☒ or West ☐
Sec. 20 SW 1/4 NE 1/4 1/4
Gov't Lot _____ County Blaine 100 acres

Address of Well Site Valley Club Drive

City _____

(Give at least name of road + Distance to Road or Landmark)

Lt. _____ Blk. _____ Sub. Name The Valley Club
Parcel A

4. PROPOSED USE:

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

5. TYPE OF WORK

☒ New Well ☐ Modify or Repair ☐ Replacement ☐ Abandonment

6. DRILL METHOD

☐ Mud Rotary ☒ Air Rotary ☐ Cable ☐ Other _____

7. SEALING PROCEDURES

SEAL/FILTER PACK			AMOUNT		METHOD
Material	From	To	Sacks or Pounds		
Cement	0	20	40 Sk		Overbore

Was drive shoe used? ☒ N ☐Was drive shoe seal tested? ☐ N ☒ How? _____

8. CASING/LINER:

Diameter	From	To	Gauge	Material	Casing	Liner	Welded	Threaded
12.75	+3	140	375	Steel	☒	☐	☒	☐
					☐	☐	☐	☐
					☐	☐	☐	☐

Length of Headpipe _____ Length of Tailpipe _____

9. PERFORATIONS/SCREENS

☒ Perforations Method Knife☐ Screens Screen Type _____

From	To	Slot Size	Number	Diameter	Material	Casing	Liner
70	136	1/2 x 1/2	±1020			☒	☐
						☐	☐
						☐	☐

10. STATIC WATER LEVEL OR ARTESIAN PRESSURE:

71 ft. below ground Artesian pressure _____ lb.

Depth flow encountered _____ ft. Describe access port or control devices: _____

11. WELL TESTS:

☒ Pump ☐ Bailor ☐ Air ☐ Flowing Artesian

Yield gal./min.	Drawdown	Pumping Level	Time
507	36 ft.	84'	7 1/2 hr.

Water Temp. _____ Bottom hole temp. _____

Water Quality test or comments: _____

12. LITHOLOGIC LOG: (Describe repairs or abandonment)

Water

Bore Dia.	From	To	Remarks: Lithology, Water Quality & Temperature	Y	N
18	0	2	Surface		
	2	6	Gravel		
	6	17	Boulders & gravel		
	17	20	Coarse gravel & clay		
12	20	30	Coarse gravel & clay		
	30	45	Gravel & clay		
	45	47	Coarse gravel		
	47	51	Clay & gravel		
	51	71	Coarse gravel & sand	T	
	71	80	Coarse gravel & sand	X	
	80	84	Clay & gravel		
	84	95	Gravel & sand	X	
	95	108	Clay & gravel & sand	X	
	108	130	Coarse gravel & sand	X	
	130	140	Gravel & clay	X	

RECEIVED

AUG 12 1994

Department of Water Resources

AUG 02 1994

Department of Water Resource
Southern Region Office

MAY 08 1995

Completed Depth 140 feet (Measurable)
Date: Started 6/22/94 Completed 7/8/94

13. DRILLER'S CERTIFICATION

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

Walker Water Systems, Inc.

Firm Name 624 Pierce Street Firm No. 15

Twin Falls, Idaho 83301

Firm Official _____ Date 7/25/94

and

Supervisor or Operator _____ Date _____

(Sign once if Firm Official & Operator)

FORWARD WHITE COPY TO WATER RESOURCES

RECEIVED
OCT 28 1959
Department of AgricultureWELL LOG AND REPORT OF THE
STATE RECLAMATION ENGINEER OF IDAHO

034429

Permit No. _____ Well No. _____ County BlairstownOwner Major BrosAddress Hailey IdahoDriller Ernest H. WalkerAddress Twin FallsWell location SE 1/4 NW 1/4 Sec 20 T. 2 N. R. 18 E. 1/4Size of drilled hole 20 in

Locate well in section

NW 1/4	NE 1/4
SW 1/4	SE 1/4

Total depth of well 180Give depth to standing water from the ground 41 1/2" Water temp. 46 °Fahr.On "Pumping Test" delivery was 1800 g.p.m. or _____ c.f.s. Drawdown was 88 feet.Size of pump and motor used to make test 12 in Boral 300 HP DieselLength of time of test 5 hours _____ minutes.

If flowing well, give flow _____ c.f.s. or _____ g.p.m. and of shut off pressure _____

If flowing well, described control works _____

(TYPE AND SIZE OF VALVE, ETC.)

Water will be used for Irrigation Weight of casing per lineal foot 65 lbThickness of casing 5/16 Casing material Steel

(STEEL, CONCRETE, WOOD, ETC.)

Diameter, length and location of casing 20" 174 Surface to 174(CASING 12" IN DIAMETER OR LESS, GIVE INSIDE DIAMETER;
CASING OVER 12" IN DIAMETER, GIVE OUTSIDE DIAMETER)

CASING RECORD

Diam. Casing	From Foot	To Foot	Length	Remarks—seals, grouting, etc.
20	0	174	174	

Number and size of perforations 2285 located 41 feet to 170 feet from groundMills Knife 1/2" x 3"Date of commencement of well 24 July Date of completion of well 3 Sept

SE 1/4 NW 1/4 Sec 20 T. 2 N. R. 18 E.

WELL LOG

From Foot	To Foot	Type of Material	Water-bearing Formation Abn. Yes or No	Casing Perforated Abn. Yes or No
0	3	Surface	No	No
3	45	Coarse gravel, sand & Boulders	No	No
45	55	Gravel, thin layers of clay	Yes	Yes
55	70	Gravel & clay	No	Yes
70	81	Gravel	Yes	Yes
81	92	Gravel & clay	Yes	Yes
92	105	Cemented gravel & clay with large boulders	No	Yes
105	112	Boulders, gravel & clay	No	Yes
112	130	Gravel, some clay	Yes	Yes
130	143	Gravel Pink clay	?	Yes
143	145	Pink clay	No	Yes
145	161	Gravel - Pink clay	?	Yes
161	163	Pink clay	No	Yes
163	170	Red shale, gravel & Pink clay	?	Yes
170	180	1 1	?	No
If more space is required use Sheet No. 2				

WELL DRILLER'S STATEMENT

This well was drilled under my supervision and the above information is true and correct to the best of my knowledge and belief.

Signed

Eugene W. Walker

By

Dated

1 Oct, 19*59*

License No.

15

1. DRILLING PERMIT NO. 37-94-S-0026-001

Other IDWR No.

2. OWNERS:

Name SEABOARD INC
Address 180 TELEMARK
City KETCHUM State Id Zip 83340

3. LOCATION OF WELL by legal description:

Sketch map location must agree with written location.

Twp. 3N North ☒ or South ☐
 Rge. 18 East ☒ or West ☐
 Sec. 20 NE $\frac{1}{4}$ NE $\frac{1}{4}$ $\frac{1}{4}$
 Gov't Lot _____ County BLAINE

Address of Well Site _____

(Give at least name of road + Distance to Road or Landmark)

U. _____ Blk. _____ Sub. Name _____

4. PROPOSED USE:

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

5. TYPE OF WORK

☒ New Well ☐ Modify or Repair ☐ Replacement ☐ Abandonment

6. DRILL METHOD

☐ Mud Rotary ☒ Air Rotary ☐ Cable ☐ Other

7. SEALING PROCEDURES

SEAL/FILTER PACK			AMOUNT	METHOD
Material	From	To	Sacks or Pounds	
BENTONITE	①	20	8	Dump

Was drive shoe used? ☒ YES ☐ NO

Was drive shoe seal tested? Y ☐ N ☐ How?

8. CASING/LINER:

Diameter	From	To	Gauge	Material	Casing	Inner	Welded	Threaded
8"	1	118	~~252~~	STEEL	☒	☐	☒	☐
					☐	☐	☐	☐
					☐	☐	☐	☐

Length of Headpipe..... Length of Tailpipe.....

9. PERFORATIONS/SCREENS

☒ Perforations Method _____

☐ Screens Screen Type _____

From	To	Slot Size	Number	Diameter	Material	Coating	Line
88	98	2	400	1/4	STEEL	☒	☐
						☐	☐
						☐	☐

10. STATIC WATER LEVEL OR ARTESIAN PRESSURE:

55 ft. below ground Artesian pressure — lb.

Depth flow encountered 0 ft. Describe access port or control devices: 1

11. WELL TESTS:

☐ Pump ☐ Bailer ☒ Air ☐ Flowing Artesian

Yield gal./min.	Drawdown	Pumping Level	Time
PROPRIETARY INFORMATION - CONTACT OWNER.			

Water Temp. 7 Bottom hole temp. 10

Water Quality test or comments: _____

12. LITHOLOGIC LOG: (Describe repairs or abandonment)

[illegible]

13. DRILLER'S CERTIFICATION

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

BOX 837

Firm Name BELLEVUE ID 83212 Firm No. 265

Firm Official Ken Smith Date 4-18-94

and 11-18-68

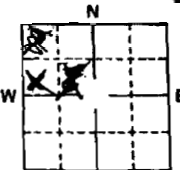
Supervisor or Operator Bob McInnis Date 9-18-91

(Sign once if Firm Official & Operator)

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

Firm Official [Signature] Date 11/28/05
and
Driller or Operator [Signature] Date 11/28/05
(Sign once in Firm Official & Operator)

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
WELL DRILLER'S REPORTUSE TYPEWRITER OR
BALLPOINT PENState 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>Bob Brennan</u> Address <u>1411 Marsh St. Suite 207</u> <u>San Luis Abispo, Cal. 93401</u> Owner's Permit No. <u>37-90-S-048</u>	7. WATER LEVEL Static water level <u>9</u> feet below land surface. Flowing? ☐ Yes ☒ No G.P.M. flow _____ Artesian closed-in pressure _____ p.s.i. Controlled by: ☐ Valve ☐ Cap ☐ Plug Temperature _____ °F. Quality <u>good</u> Describe artesian or temperature zones below.																																																				
2. NATURE OF WORK ☒ New well ☐ Deepened ☐ Replacement ☐ Well diameter increase ☐ Abandoned (describe abandonment procedures such as materials, plug depths, etc. in lithologic log)	8. WELL TEST DATA ☐ Pump ☐ Bailor ☒ Air ☐ Other _____ <table border="1"><thead><tr><th>Discharge G.P.M.</th><th>Pumping Level</th><th>Hours Pumped</th></tr></thead><tbody><tr><td>100</td><td>35</td><td>1</td></tr><tr><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td></tr></tbody></table>	Discharge G.P.M.	Pumping Level	Hours Pumped	100	35	1																																														
Discharge G.P.M.	Pumping Level	Hours Pumped																																																			
100	35	1																																																			
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 rowspan="2">Bore Diam.</th><th colspan="2">Depth</th><th rowspan="2">Material</th><th colspan="2">Water</th></tr><tr><th>From</th><th>To</th><th>Yes</th><th>No</th></tr></thead><tbody><tr><td>8</td><td>0</td><td>2</td><td>Topsoil</td><td></td><td>X</td></tr><tr><td>8</td><td>2</td><td>5</td><td>Boulders</td><td></td><td>X</td></tr><tr><td>8</td><td>5</td><td>12</td><td>Gravel</td><td>X</td><td></td></tr><tr><td>8</td><td>12</td><td>17</td><td>Sand</td><td>X</td><td></td></tr><tr><td>8</td><td>17</td><td>34</td><td>Gravel</td><td>X</td><td></td></tr><tr><td>6</td><td>34</td><td>37</td><td>Gravel and clay</td><td>X</td><td></td></tr><tr><td>6</td><td>37</td><td>60</td><td>Gravel</td><td>X</td><td></td></tr></tbody></table>	Bore Diam.	Depth		Material	Water		From	To	Yes	No	8	0	2	Topsoil		X	8	2	5	Boulders		X	8	5	12	Gravel	X		8	12	17	Sand	X		8	17	34	Gravel	X		6	34	37	Gravel and clay	X		6	37	60	Gravel	X	
Bore Diam.	Depth		Material	Water																																																	
	From	To		Yes	No																																																
8	0	2	Topsoil		X																																																
8	2	5	Boulders		X																																																
8	5	12	Gravel	X																																																	
8	12	17	Sand	X																																																	
8	17	34	Gravel	X																																																	
6	34	37	Gravel and clay	X																																																	
6	37	60	Gravel	X																																																	
4. METHOD DRILLED ☒ Rotary ☐ Air ☐ Hydraulic ☐ Reverse rotary ☐ Cable ☐ Dug ☐ Other _____	RECEIVED JUN 14 1990 Department of Water Resources Southern Region Office RECEIVED JUN 21 1990 Department of Water Resources																																																				
5. WELL CONSTRUCTION Casing schedule: ☒ Steel ☐ Concrete ☐ Other _____ <table border="1"><thead><tr><th>Thickness</th><th>Diameter</th><th>From</th><th>To</th></tr></thead><tbody><tr><td>.250 inches</td><td>6 inches</td><td>1 1/2 feet</td><td>58 1/2 feet</td></tr><tr><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td></tr></tbody></table> Was casing drive shoe used? ☒ Yes ☐ No Was a packer or seal used? ☐ Yes ☒ No Perforated? ☐ Yes ☒ No How perforated? ☐ Factory ☐ Knife ☐ Torch ☐ Gun Size of perforation _____ inches by _____ inches <table border="1"><thead><tr><th>Number</th><th>From</th><th>To</th></tr></thead><tbody><tr><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td></tr></tbody></table> 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>20</u> Material used in seal: ☐ Cement grout ☒ Bentonite ☐ Puddling clay ☐ _____ Sealing procedure used: ☐ Slurry pit ☒ Temp. surface casing ☒ Overbore to seal depth Method of joining casing: ☐ Threaded ☒ Welded ☐ Solvent Weld ☐ Cemented between strings Describe access port _____		Thickness	Diameter	From	To	.250 inches	6 inches	1 1/2 feet	58 1/2 feet													Number	From	To																													
Thickness		Diameter	From	To																																																	
.250 inches		6 inches	1 1/2 feet	58 1/2 feet																																																	
Number	From	To																																																			
6. LOCATION OF WELL Sketch map location must agree with written location.  Subdivision Name <u>STAR</u> <u>WEATHER PLATE</u> Lot No. <u>60B</u> Block No. <u>1</u> County <u>BLAINE</u> <u>SW 1/4 NW 1/4 Sec. 20, T. 3, R. 18, E. 1</u>	10. DRILLERS CERTIFICATION I/We certify that all minimum well construction standards were complied with at the time the rig was removed. <u>WOOD RIVER DRILLING AND PUMP</u> Firm No. <u>265</u> Firm <u>BOX 1165 788-3163</u> Address <u>HAILEY, IDAHO 83333</u> Date <u>5-29-90</u> Signed by (Firm Official) <u>Ken Smith</u> and (Operator) <u>BROO McInnes</u>																																																				

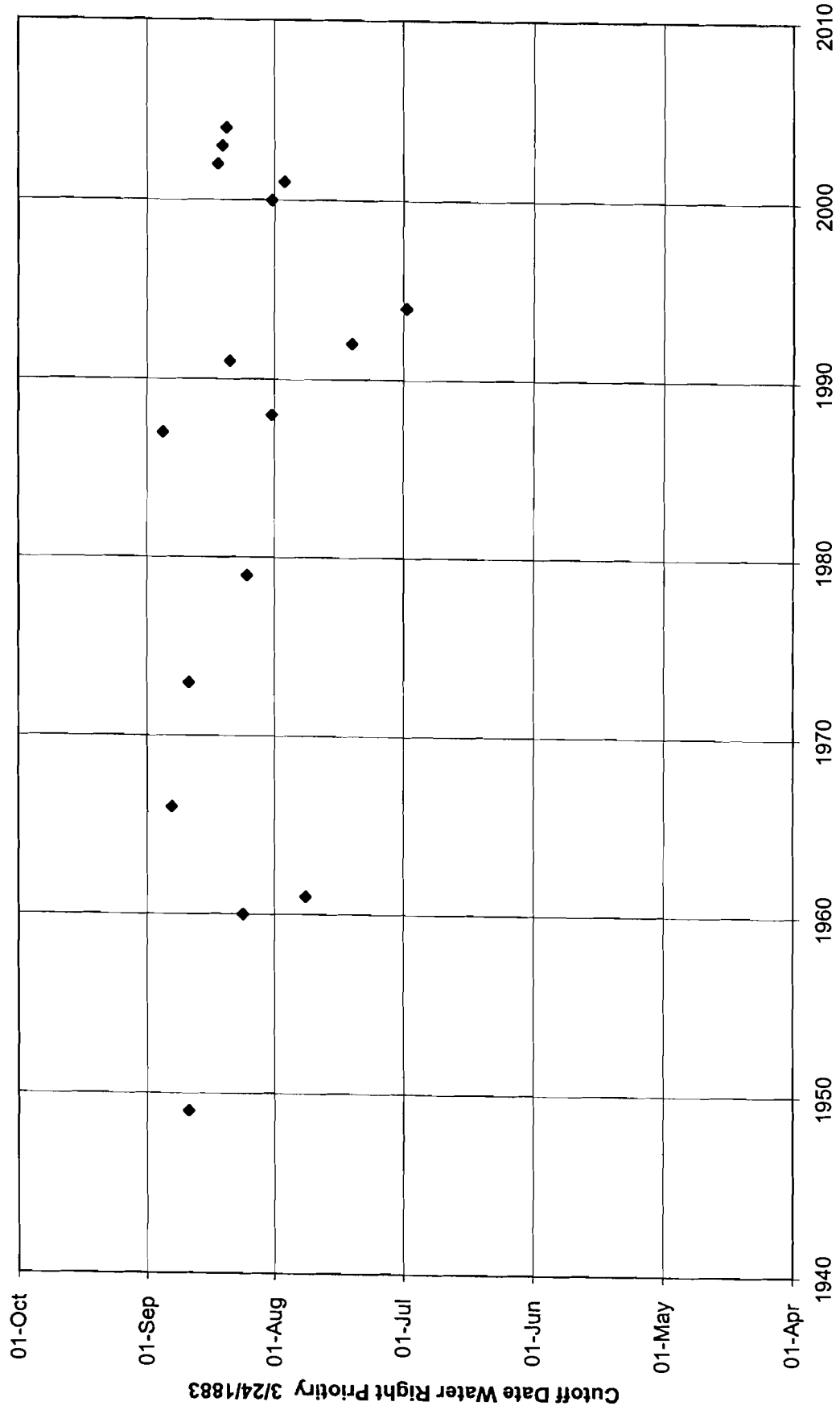
SEP 4 1983

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]

Appendix B
Water Rights Purchased

Water Right Cutoff Dates Big Wood River
Water Right Priority 3/24/1883



Big Wood River Water Right 3/24/1883 Days in Priority

Point	Row1	Rank	Percent		
1	182	1	28.50%	0.715	
3	182	1	28.50%	0.715	
4	182	1	28.50%	0.715	
5	182	1	28.50%	0.715	
6	182	1	28.50%	0.715	
7	182	1	28.50%	0.715	
8	182	1	28.50%	0.715	
9	182	1	28.50%	0.715	
10	182	1	28.50%	0.715	
11	182	1	28.50%	0.715	
12	182	1	28.50%	0.715	
15	182	1	28.50%	0.715	
16	182	1	28.50%	0.715	
17	182	1	28.50%	0.715	
18	182	1	28.50%	0.715	
20	182	1	28.50%	0.715	
21	182	1	28.50%	0.715	
22	182	1	28.50%	0.715	
23	182	1	28.50%	0.715	
24	182	1	28.50%	0.715	
25	182	1	28.50%	0.715	
27	182	1	28.50%	0.715	
28	182	1	28.50%	0.715	
29	182	1	28.50%	0.715	
30	182	1	28.50%	0.715	
31	182	1	28.50%	0.715	
33	182	1	28.50%	0.715	
34	182	1	28.50%	0.715	
35	182	1	28.50%	0.715	
36	182	1	28.50%	0.715	
37	182	1	28.50%	0.715	
38	182	1	28.50%	0.715	
39	182	1	28.50%	0.715	
42	182	1	28.50%	0.715	
43	182	1	28.50%	0.715	
46	182	1	28.50%	0.715	
48	182	1	28.50%	0.715	
49	182	1	28.50%	0.715	
50	182	1	28.50%	0.715	
51	182	1	28.50%	0.715	
52	182	1	28.50%	0.715	
40	149	42	26.70%	0.733	
19	147	43	25.00%	0.75	
2	143	44	21.40%	0.786	
26	143	44	21.40%	0.786	
55	136	46	19.60%	0.804	136 days=20%
56	135	47	17.80%	0.822	or 80% of years
57	134	48	16.00%	0.84	water is on 136 days 15-Aug
44	133	49	14.20%	0.858	
13	130	50	12.50%	0.875	
32	129	51	10.70%	0.893	128 days =10%
41	123	52	7.10%	0.929	or 90% of years
53	123	52	7.10%	0.929	water is on 128 days 8-Aug
54	120	54	5.30%	0.947	120 days =5%
14	115	55	3.50%	0.965	or 95% of years
45	104	56	1.70%	0.983	water is on 120 days 30-Jul
47	91	57	0.00%	1	
mean	166.965				

Appendix C

Water Requirements and Aquifer Water Balance

ETIdaho --- Evapotranspiration and Consumptive Irrigation Water Requirements for Idaho

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Hailey Ranger Stn (NWS NOAA--103942)

Statistics based on 30 years between 1947 to 1981

For a different land cover or crop click on the above link.

You can highlight this table and copy via the clipboard to a Microsoft Excel or OpenOffice spreadsheet to plot or otherwise work with this data

Grass - Turf (lawns) - Irrigated													
Precipitation Deficit (Click here for a graph)													
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Growing Season ^a Annual
Mean	mm/day												mm
Monthly ^b	0.02	0.13	0.21	0.47	2.02	4.04	5.42	4.49	2.69	0.60	-0.26	-0.05	574 620
15-Day Moving Average ^c	0.03	0.12	0.23	0.46	1.94	4.02	5.48	4.45	2.66	0.57	-0.38	-0.06	
7-Day Moving Average ^d	0.03	0.12	0.22	0.47	1.98	3.99	5.45	4.48	2.67	0.57	-0.33	-0.06	
3-Day Moving Average ^e	0.02	0.13	0.21	0.46	2.02	4.02	5.42	4.50	2.68	0.60	-0.28	-0.06	
Standard Deviation	mm/day												mm
Monthly	0.15	0.09	0.19	0.30	1.62	1.26	0.69	1.54	1.10	0.82	0.26	0.29	84 83
15-Day Moving Average	0.15	0.15	0.22	0.41	1.42	1.59	0.63	1.49	1.37	0.85	0.49	0.31	
7-Day Moving Average	0.25	0.28	0.36	0.66	1.78	2.09	0.87	1.66	1.70	1.21	0.82	0.43	
3-Day Moving Average	0.43	0.45	0.62	1.14	2.23	2.64	1.32	2.03	2.17	1.63	1.25	0.62	
20% Exceedance	mm/day												mm
Monthly	0.10	0.21	0.31	0.75	3.06	4.96	5.83	5.12	3.70	0.85	-0.07	0.04	630 689
15-Day Moving Average	0.23	0.34	0.51	0.95	4.28	5.77	6.10	5.66	4.30	1.98	0.25	0.17	
7-Day Moving Average	0.33	0.54	0.74	1.16	5.18	6.40	6.67	6.20	4.63	2.85	0.45	0.27	
3-Day Moving Average	0.40	0.61	1.02	1.83	6.19	7.17	7.25	6.61	5.59	3.54	0.66	0.34	
80% Exceedance	mm/day												mm
Monthly	-0.08	0.04	0.04	0.21	0.94	3.21	4.88	4.19	1.71	0.18	-0.56	-0.17	491 546
15-Day Moving Average	-0.27	-0.13	-0.21	-0.29	-0.02	2.07	4.48	3.44	0.23	-0.59	-1.27	-0.35	
7-Day Moving Average	-0.75	-0.60	-0.72	-0.93	-2.04	-1.25	3.39	1.82	-0.76	-2.21	-2.63	-0.79	
3-Day Moving Average	-2.03	-1.43	-1.92	-2.67	-5.52	-3.46	1.21	-0.17	-5.12	-5.38	-6.48	-1.68	
Ave Highest ET	mm/day												--
15-Day Moving Average ^f	0.16	0.28	0.44	0.78	2.95	5.04	5.92	5.15	3.58	1.21	0.15	0.11	
7-Day Moving Average ^g	0.27	0.45	0.65	1.09	4.02	5.98	6.42	5.84	4.17	1.64	0.39	0.23	
3-Day Moving Average ^h	0.36	0.55	0.88	1.62	5.21	6.72	6.96	6.34	4.97	2.20	0.51	0.29	
Ave Lowest ET	mm/day												--
15-Day Moving Average ^f	-0.13	-0.02	-0.01	0.06	0.99	3.06	4.98	3.78	1.74	-0.04	-0.65	-0.23	
7-Day Moving Average ^g	-0.42	-0.31	-0.38	-0.62	-0.21	1.62	4.31	2.87	0.81	-0.95	-1.42	-0.54	
3-Day Moving Average ^h	-1.06	-0.92	-1.30	-2.10	-2.48	-0.80	2.52	1.06	-1.10	-2.67	-3.16	-1.23	
Special normal distribution parameters for monthly, seasonal, and annual intervals													
Skew	-0.28	-0.82	0.12	0.26	0.16	-0.89	-0.14	-0.75	-0.65	0.18	-0.38	-1.14	0.31 0.15
Kurtosis	0.81	3.57	0.72	2.81	0.64	3.66	0.64	1.61	2.52	0.90	2.22	3.78	3.11 2.87

^a Growing Season: This is usually the time from green up or planting in the spring to a killing frost or harvest in the fall. It is not applicable for entries without a growing season and will be blank.^b Mean of the average daily value for month^c Mean of the fourteen 15-day period averages contained in the month^d Mean of the twenty three 7-day period averages contained in the month^e Mean of the twenty seven 3-day period averages contained in the month^f Mean of the highest/lowest 15-day period average in month^g Mean of the highest/lowest 7-day period average in month^h Mean of the highest/lowest 3-day period average in month

ETIdaho --- Evapotranspiration and Consumptive Irrigation Water Requirements for IdahoPlease send suggestions for improving this site to robinson@kimberly.uidaho.edu Copyright 2007, University of Idaho.**Hailey Ranger Stn (NWS NOAA--103942)**

Statistics based on 30 years between 1947 to 1981

For a different land cover or crop click on the above link.

You can highlight this table and copy via the clipboard to a Microsoft Excel or OpenOffice spreadsheet to plot or otherwise work with this data

Grass - Turf (lawns) - Irrigated													
Actual Evapotranspiration (Click here for a graph)													
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Growing Season ^a
Mean	mm/day												mm
Monthly ^b	0.18	0.29	0.44	0.74	2.98	5.11	5.75	4.96	3.14	0.89	0.25	0.16	685
15-Day Moving Average ^c	0.18	0.28	0.43	0.64	2.93	5.09	5.79	4.97	3.19	0.86	0.26	0.16	778
7-Day Moving Average ^d	0.18	0.28	0.43	0.68	2.97	5.10	5.77	4.96	3.17	0.87	0.26	0.16	
3-Day Moving Average ^e	0.18	0.29	0.44	0.72	2.97	5.10	5.75	4.96	3.16	0.89	0.25	0.16	
Standard Deviation	mm/day												mm
Monthly	0.04	0.05	0.15	0.26	1.36	0.43	0.40	1.31	0.97	1.10	0.07	0.06	73
15-Day Moving Average	0.04	0.06	0.13	0.34	1.19	0.59	0.32	1.00	1.12	0.88	0.11	0.04	72
7-Day Moving Average	0.05	0.08	0.17	0.50	1.39	0.74	0.45	1.08	1.37	0.99	0.13	0.05	
3-Day Moving Average	0.07	0.10	0.20	0.59	1.58	0.98	0.75	1.24	1.52	1.06	0.16	0.07	
20% Exceedance	mm/day												mm
Monthly	0.20	0.31	0.48	0.99	3.70	5.39	5.95	5.39	3.86	1.68	0.32	0.18	740
15-Day Moving Average	0.23	0.35	0.63	1.18	4.54	5.85	6.27	5.77	4.35	2.78	0.40	0.21	845
7-Day Moving Average	0.28	0.40	0.80	1.51	5.18	6.40	6.65	6.31	4.79	3.09	0.55	0.25	
3-Day Moving Average	0.34	0.46	1.01	2.08	6.19	7.17	7.25	6.71	5.69	3.54	0.66	0.32	
80% Exceedance	mm/day												mm
Monthly	0.14	0.25	0.31	0.49	2.19	4.75	5.51	4.83	2.38	0.08	0.17	0.14	631
15-Day Moving Average	0.12	0.18	0.21	0.14	0.85	4.16	5.29	4.17	0.72	0.03	0.08	0.10	717
7-Day Moving Average	0.09	0.16	0.18	0.06	0.31	3.71	4.84	3.70	0.27	0.02	0.01	0.09	
3-Day Moving Average	0.05	0.11	0.12	0.03	0.25	3.12	4.05	3.10	0.14	0.01	0.01	0.04	
Ave Highest ET	mm/day												--
15-Day Moving Average ^f	0.21	0.33	0.54	0.97	3.89	5.57	6.04	5.43	3.96	1.34	0.34	0.19	
7-Day Moving Average ^g	0.25	0.38	0.65	1.37	4.55	6.07	6.48	5.92	4.41	1.71	0.43	0.23	
3-Day Moving Average ^h	0.30	0.45	0.84	1.82	5.49	6.82	7.00	6.39	5.04	2.11	0.53	0.27	
Ave Lowest ET	mm/day												--
15-Day Moving Average ^f	0.15	0.24	0.33	0.41	2.07	4.63	5.50	4.52	2.34	0.43	0.17	0.14	
7-Day Moving Average ^g	0.12	0.20	0.27	0.28	1.51	4.12	5.16	4.15	1.85	0.23	0.11	0.11	
3-Day Moving Average ^h	0.08	0.16	0.21	0.18	1.07	3.51	4.36	3.55	1.45	0.17	0.08	0.07	
Special normal distribution parameters for monthly, seasonal, and annual intervals													
Skew	0.18	0.56	0.19	0.53	-0.01	1.19	-0.05	-1.58	-1.37	0.20	-0.45	0.69	-0.02
Kurtosis	0.89	5.42	0.80	2.06	0.64	3.66	0.65	5.80	4.54	0.48	2.64	1.85	3.04

^a Growing Season: This is usually the time from green up or planting in the spring to a killing frost or harvest in the fall. It is not applicable for entries without a growing season and will be blank.^b Mean of the average daily value for month^c Mean of the fourteen 15-day period averages contained in the month^d Mean of the twenty three 7-day period averages contained in the month^e Mean of the twenty seven 3-day period averages contained in the month^f Mean of the highest/lowest 15-day period average in month^g Mean of the highest/lowest 7-day period average in month^h Mean of the highest/lowest 3-day period average in month

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Statistics based on 30 years between 1947 to 1981

For a different land cover or crop click on the above link.

You can highlight this table and copy via the clipboard to a Microsoft Excel or OpenOffice spreadsheet to plot or otherwise work with this data.

Alfalfa - frequent cuttings													
Precipitation Deficit (Click here for a graph)													
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Growing Season ^a
Mean	mm/day												mm
Monthly ^b	-0.24	0.08	0.21	0.55	2.37	4.97	5.52	4.53	3.16	0.66	-0.62	-0.58	643
15-Day Moving Average ^c	-0.20	0.05	0.22	0.49	2.28	5.07	5.49	4.28	3.12	0.66	-0.84	-0.64	643
7-Day Moving Average ^d	-0.23	0.06	0.21	0.51	2.33	4.99	5.49	4.42	3.13	0.64	-0.74	-0.62	
3-Day Moving Average ^e	-0.24	0.08	0.21	0.53	2.37	4.98	5.51	4.51	3.15	0.66	-0.65	-0.59	
Standard Deviation	mm/day												mm
Monthly	0.82	0.19	0.24	0.21	1.76	1.28	0.93	1.27	0.96	0.97	0.76	1.00	81
15-Day Moving Average	0.71	0.34	0.31	0.28	1.64	1.72	1.24	1.53	1.44	0.90	1.19	1.11	93
7-Day Moving Average	0.99	0.58	0.54	0.51	2.10	2.32	1.70	1.94	1.84	1.30	1.68	1.53	
3-Day Moving Average	1.42	0.87	0.93	1.01	2.54	2.92	2.03	2.35	2.37	1.83	2.36	2.05	
20% Exceedance	mm/day												mm
Monthly	0.07	0.25	0.38	0.66	3.29	6.04	6.06	5.17	3.97	1.02	-0.04	0.01	720
15-Day Moving Average	0.31	0.44	0.67	0.97	4.94	7.12	7.32	6.37	5.11	1.70	0.38	0.27	735
7-Day Moving Average	0.52	0.81	1.15	1.63	6.23	7.68	7.66	7.01	5.46	2.78	0.90	0.50	
3-Day Moving Average	0.64	0.98	1.81	2.95	6.65	8.23	8.03	7.41	6.05	3.47	1.36	0.65	
80% Exceedance	mm/day												mm
Monthly	-0.84	-0.14	0.06	0.37	1.02	4.02	4.91	4.14	2.13	0.09	-1.08	-1.33	598
15-Day Moving Average	-1.72	-0.42	-0.40	-0.20	0.31	2.90	3.54	2.51	0.69	-0.85	-1.91	-2.74	543
7-Day Moving Average	-3.69	-1.01	-1.11	-0.98	-2.12	-0.74	1.93	1.78	-0.37	-2.61	-4.18	-5.66	
3-Day Moving Average	-8.50	-2.14	-2.73	-2.77	-5.99	-3.62	-0.08	0.23	-4.21	-6.24	-8.15	-9.39	
Ave Highest ET	mm/day												--
15-Day Moving Average ^f	0.20	0.35	0.57	0.85	3.60	6.21	6.69	5.64	4.22	1.35	0.20	0.15	
7-Day Moving Average ^g	0.42	0.69	0.97	1.38	4.88	7.30	7.32	6.57	5.08	1.93	0.69	0.40	
3-Day Moving Average ^h	0.58	0.91	1.47	2.42	5.76	7.82	7.69	7.13	5.57	2.49	1.03	0.53	
Ave Lowest ET	mm/day												--
15-Day Moving Average ^f	-0.67	-0.20	-0.13	0.08	1.08	3.91	4.27	3.04	1.95	0.02	-1.25	-1.30	
7-Day Moving Average ^g	-1.43	-0.73	-0.70	-0.44	-0.21	2.22	2.75	1.89	0.91	-0.97	-2.48	-2.59	
3-Day Moving Average ^h	-3.05	-1.77	-1.93	-1.79	-2.67	-0.53	1.54	0.48	-1.18	-3.06	-5.08	-5.07	
Special normal distribution parameters for monthly, seasonal, and annual intervals													
Skew	-0.89	-0.76	-0.02	1.34	0.11	-0.62	0.19	-0.61	-0.57	0.42	-1.56	-0.32	-0.56
Kurtosis	2.37	3.13	0.60	5.23	0.71	3.04	0.74	1.72	2.28	1.53	4.64	0.66	4.48

^a Growing Season: This is usually the time from green up or planting in the spring to a killing frost or harvest in the fall. It is not applicable for entries without a growing season and will be blank.^b Mean of the average daily value for month^c Mean of the fourteen 15-day period averages contained in the month^d Mean of the twenty three 7-day period averages contained in the month^e Mean of the twenty seven 3-day period averages contained in the month^f Mean of the highest/lowest 15-day period average in month^g Mean of the highest/lowest 7-day period average in month^h Mean of the highest/lowest 3-day period average in month

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For a different land cover or crop click on the above link.

You can highlight this table and copy via the clipboard to a Microsoft Excel or OpenOffice spreadsheet to plot or otherwise work with this data

Alfalfa - frequent cuttings**Actual Evapotranspiration (Click here for a graph)**

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Growing Season ^a	Annual
Mean	mm/day												mm	
Monthly ^b	0.33	0.51	0.70	0.90	3.38	6.02	5.85	5.04	3.73	1.20	0.47	0.30	763	880
15-Day Moving Average ^c	0.34	0.50	0.69	0.80	3.34	6.13	5.80	4.84	3.76	1.19	0.48	0.30		
7-Day Moving Average ^d	0.33	0.51	0.69	0.84	3.37	6.08	5.81	4.94	3.75	1.19	0.47	0.30		
3-Day Moving Average ^e	0.33	0.51	0.70	0.88	3.38	6.04	5.84	5.01	3.75	1.20	0.47	0.30		
Standard Deviation	mm/day												mm	
Monthly	0.12	0.13	0.32	0.41	1.50	0.60	0.72	0.55	0.68	1.07	0.17	0.12	60	51
15-Day Moving Average	0.10	0.16	0.32	0.51	1.40	0.85	1.08	0.97	1.00	0.87	0.23	0.10		
7-Day Moving Average	0.12	0.20	0.39	0.73	1.67	1.13	1.48	1.40	1.30	0.98	0.29	0.12		
3-Day Moving Average	0.15	0.24	0.48	0.93	1.84	1.35	1.68	1.61	1.46	1.06	0.34	0.15		
20% Exceedance	mm/day												mm	
Monthly	0.39	0.58	0.85	1.20	4.00	6.45	6.11	5.40	4.23	1.56	0.60	0.33	802	916
15-Day Moving Average	0.45	0.69	1.09	1.75	5.40	7.15	7.35	6.52	5.14	2.65	0.81	0.40		
7-Day Moving Average	0.52	0.78	1.41	2.59	6.23	7.68	7.68	7.04	5.63	2.93	1.06	0.51		
3-Day Moving Average	0.63	0.90	1.86	3.44	6.65	8.23	8.03	7.44	6.11	3.47	1.35	0.62		
80% Exceedance	mm/day												mm	
Monthly	0.27	0.39	0.50	0.53	2.54	5.48	5.46	4.67	2.91	0.36	0.25	0.24	723	838
15-Day Moving Average	0.18	0.17	0.14	0.12	1.13	4.72	4.04	3.34	1.65	0.02	0.10	0.17		
7-Day Moving Average	0.10	0.14	0.07	0.07	0.15	4.15	2.56	2.21	0.90	0.00	0.02	0.08		
3-Day Moving Average	0.04	0.10	0.03	0.02	0.04	2.95	2.04	1.89	0.52	0.00	0.01	0.04		
Ave Highest ET	mm/day												--	
15-Day Moving Average ^f	0.40	0.61	0.97	1.27	4.51	6.78	6.88	5.98	4.66	1.72	0.63	0.36		
7-Day Moving Average ^g	0.48	0.74	1.20	1.97	5.37	7.37	7.36	6.73	5.22	2.11	0.85	0.44		
3-Day Moving Average ^h	0.60	0.88	1.58	2.79	5.95	7.88	7.72	7.16	5.63	2.51	1.09	0.54		
Ave Lowest ET	mm/day												--	
15-Day Moving Average ^f	0.27	0.39	0.43	0.43	2.22	5.40	4.68	3.79	2.77	0.71	0.32	0.24		
7-Day Moving Average ^g	0.20	0.30	0.27	0.19	1.49	4.58	3.31	2.71	2.11	0.45	0.17	0.17		
3-Day Moving Average ^h	0.11	0.21	0.17	0.08	0.98	3.73	2.61	2.21	1.63	0.34	0.08	0.10		
Special normal distribution parameters for monthly, seasonal, and annual intervals														--
Skew	-0.30	-0.05	0.04	0.70	-0.02	-0.09	0.23	0.17	-0.70	0.07	-0.41	0.59	-0.65	-0.69
Kurtosis	1.30	4.30	0.80	2.50	0.84	3.43	0.78	0.56	3.24	0.67	2.76	2.10	3.77	4.00

^a Growing Season: This is usually the time from green up or planting in the spring to a killing frost or harvest in the fall. It is not applicable for entries without a growing season and will be blank.^b Mean of the average daily value for month^c Mean of the fourteen 15-day period averages contained in the month^d Mean of the twenty three 7-day period averages contained in the month^e Mean of the twenty seven 3-day period averages contained in the month^f Mean of the highest/lowest 15-day period average in month^g Mean of the highest/lowest 7-day period average in month^h Mean of the highest/lowest 3-day period average in month

Valley Club Owners Assoc.
 Cutter Water Right Seasonal CIR
 Water Right Numbers 37-21130 37-21137 37-21139
 Period of Active Priority Based on WD 37 Records Acres 66
 Exceedance 80% Number of Days on 122 or until August 15
 Estimated Irrigation Efficiency-flood irrigation 0.5

	Alfalfa (frequent cuttings) Pdef					Net irrigation water requirement (CIR)				
Month	Apr	May	Jun	Jul	Aug 1-15	Aug 16-31	Sep	Oct	Season	
Days	15	31	30	31	15	16	30	15	183	
Days Active 80% ex	15	31	30	31	15	0	0	0	122	
Accum days	15	46	76	107	122					
Supplied										
mm/day	0.55	2.37	4.97	5.52	4.53	4.53	3.16	0.66		
in/day	0.02	0.09	0.20	0.22	0.18	0.18	0.13	0.03	0.00	
Pdef in/period	0.33	2.93	5.94	6.82	2.71	0.00	0.00	0.00	18.72	
Pdef ft/period	0.03	0.24	0.50	0.57	0.23	0.00	0.00	0.00	1.56	
Pdef ac-ft	1.81	16.10	32.67	37.50	14.89	0.00	0.00	0.00	102.96	
Applic Effic %	0.61	0.61	0.61	0.61	0.61	0.61	0.61	0.61	0.61	
Div. Req't	2.96	26.39	53.56	61.47	24.41	0.00	0.00	0.00	168.79	2.56 af/ac
Full Season										
mm/day	0.55	2.37	4.97	5.52	4.53		3.16	0.66		
in/day	0.02	0.09	0.20	0.22	0.18		0.13	0.03	0.00	
Pdef in/period	0.33	2.93	5.94	6.82	5.59		3.78	0.39	25.78	
Pdef ft/period	0.03	0.24	0.50	0.57	0.47		0.31	0.03	2.15	
Pdef ac-ft	1.81	16.10	32.67	37.50	30.77		20.77	2.17	141.79	
Applic Effic %	0.61	0.61	0.61	0.61	0.61	0.61	0.61	0.61	0.61	
Div. Req't	2.96	26.39	53.56	61.47	50.45		34.05	3.56	232.44	3.52 af/ac

Difference in seasonal CIR and CIR provided under water rights
 Number of days active= 122

38.82 af
 or 27.4% %

Difference in seasonal diversion req't and diversion requirement provided under water rights

63.65 af
 or 27.4% %

Appendix D
Hiawatha Canal Data

CONVEYANCE LOSS - WORSTELL

NAME OF DITCH: Hiawatha Ditch BY: adm DATE: 02/05/01

REACH	LENGTH (FT)	AVE WIDTH (FT)	SEEPAGE (FT/DAY)	WORSTELL LOSS (CFS)	DELIVERY (CFS)	DELIVERY LEFT (CFS)	LOSS FACTOR	DELIVERY LOSS (CFS)	FLOW (CFS)	DELIVERY LOSS MINUS HIAWATHA RIGHTS FOR LOSS
Decree	900	24.0	10.00	2.73	0.00	29.99	0.0910	0.00	37.54	0.00
1	1910	18.0	3.00	1.30	6.88	29.99	0.0434	0.92	34.81	0.42
2	450	18.0	3.00	0.31	0.04	23.11	0.0133	0.01	26.63	0.00
3	480	18.0	3.00	0.33	0.02	23.07	0.0142	0.00	26.28	0.00
4	430	18.0	3.00	0.29	0.02	23.05	0.0127	0.00	25.94	0.00
5	1770	15.0	0.00	0.00	2.02	23.03	0.0000	0.35	25.62	0.16
6	730	15.0	0.00	0.00	1.45	21.01	0.0000	0.25	23.60	0.11
7	490	15.0	0.00	0.00	0.05	19.56	0.0000	0.01	22.15	0.00
8	1820	15.0	0.00	0.00	0.00	19.51	0.0000	0.00	22.10	0.00
9	1470	15.0	1.50	0.42	0.62	19.51	0.0214	0.12	22.10	0.05
10	4500	14.0	1.28	1.02	0.24	18.90	0.0539	0.06	21.07	0.03
11	680	12.0	1.00	0.10	2.17	18.66	0.0055	0.55	19.81	0.25
12	970	12.0	1.00	0.15	0.04	16.49	0.0089	0.01	17.54	0.00
13	350	12.0	1.00	0.05	0.13	16.45	0.0032	0.04	17.35	0.02
14	440	12.0	1.00	0.07	0.66	16.31	0.0041	0.18	17.16	0.08
15	1860	12.0	1.00	0.28	1.44	15.65	0.0180	0.42	16.43	0.19
16	530	12.0	1.00	0.08	0.82	14.21	0.0057	0.24	14.71	0.11
17	490	12.0	1.00	0.07	0.68	13.39	0.0055	0.20	13.81	0.09
18	450	12.0	1.00	0.07	0.00	12.71	0.0055	0.00	13.06	0.00
19	820	10.0	1.00	0.10	1.10	12.71	0.0082	0.35	12.99	0.16
20	650	7.0	0.66	0.04	1.55	11.61	0.0033	0.49	11.78	0.22
21	1260	4.0	0.66	0.04	0.20	10.06	0.0042	0.06	10.20	0.03
22	2900	4.0	0.66	0.10	2.86	9.86	0.0098	0.95	9.95	0.43
23	1	4.0	0.66	0.00	7.00	7.00	0.0000	2.32	7.00	1.05
TOTALS	26361			7.55	29.99		0.2409	7.55		3.41

REACH = SECTION OF CHANNEL
 LENGTH = LENGTH OF REACH, THE CHANNEL CAN BE DIVIDED INTO EQUAL LENGTH REACHES
 OR ACTUAL LENGTHS BETWEEN DELIVERY POINTS
 AVE WIDTH = AVERAGE TOP WIDTH OF WATER SURFACE IN REACH
 SEEPAGE = SOIL SEEPAGE RATE OF REACH
 WORSTELL LOSS = CONVEYANCE LOSS IN REACH BASED ON WORSTELL METHOD
 DELIVERY = TOTAL DELIVERIES IN REACH
 DELIVERY LEFT = SUM(DELIVERIES OF CURRENT AND REMAINING REACHES)
 LOSS FACTOR = WORSTELL LOSS/DELIVERY LEFT
 DELIVERY LOSS = SUM(LOSS FACTORS OF CURRENT AND PREVIOUS REACHES) X DELIVERY;
 REPRESENTS THE LOSSES ASSIGNED TO THE DELIVERIES IN THE REACH;
 IF MULTIPLE RIGHTS WITHIN REACH, DELIVERY LOSSES SHOULD BE
 PRORATED BASED ON SIZE OF DELIVERY FOR EACH RIGHT WITHIN REACH
 FLOW = TOTAL FLOW AT BEGINNING OF EACH REACH

loss after move of
4.0 from #18 to #1

Net contribution after move:
0.42 - 0.17 = 0.25

0.5 cfs required to mitigate
removal of rights.

=> 0.25 required to remain
in canal to make up
deficit

or

AS per
calculations
on
1991 Hiawatha
Transfer

Before move share of loss:

$$\frac{4.00 \times 0.498}{4.00} = 0.498 \text{ cfs}$$

After move share of loss:

$$\frac{4.00 \times 0.42}{6.88} = 0.244 \text{ cfs}$$

=> Impact due to change =
 $0.498 - 0.244 = 0.254 \text{ cfs}$

CONVEYANCE LOSS - WORSTELL

NAME OF DITCH: Hiawatha Ditch BY: adm DATE: 02/05/01

REACH	LENGTH (FT)	AVE WIDTH (FT)	SEEPAGE (FT/DAY)	WORSTELL LOSS (CFS)	DELIVERY (CFS)	DELIVERY LEFT (CFS)	LOSS FACTOR	DELIVERY LOSS (CFS)	FLOW (CFS)	DELIVERY LOSS MINUS HIAWATHA RIGHTS FOR LOSS
Decree	900	24.0	10.00	2.73	0.00	29.99	0.0910	0.00	37.54	0.00
1	1910	18.0	3.00	1.30	2.88	29.99	0.0434	0.39	34.81	0.17
2	450	18.0	3.00	0.31	0.04	27.11	0.0113	0.01	30.63	0.00
3	480	18.0	3.00	0.33	0.02	27.07	0.0121	0.00	30.28	0.00
4	430	18.0	3.00	0.29	0.02	27.05	0.0108	0.00	29.94	0.00
5	1770	15.0	0.00	0.00	2.02	27.03	0.0000	0.34	29.62	0.15
6	730	15.0	0.00	0.00	1.45	25.01	0.0000	0.24	27.60	0.11
7	490	15.0	0.00	0.00	0.05	23.56	0.0000	0.01	26.15	0.00
8	1820	15.0	0.00	0.00	0.00	23.51	0.0000	0.00	26.10	0.00
9	1470	15.0	1.50	0.42	0.62	23.51	0.0178	0.11	26.10	0.05
10	4500	14.0	1.28	1.02	0.24	22.90	0.0445	0.06	25.07	0.03
11	680	12.0	1.00	0.10	2.17	22.66	0.0046	0.51	23.81	0.23
12	970	12.0	1.00	0.15	0.04	20.49	0.0072	0.01	21.54	0.00
13	350	12.0	1.00	0.05	0.13	20.45	0.0026	0.03	21.35	0.01
14	440	12.0	1.00	0.07	0.66	20.31	0.0033	0.16	21.16	0.07
15	1860	12.0	1.00	0.28	1.44	19.65	0.0144	0.38	20.43	0.17
16	530	12.0	1.00	0.08	0.82	18.21	0.0044	0.22	18.71	0.10
17	490	12.0	1.00	0.07	0.68	17.39	0.0043	0.18	17.81	0.08
18	460	12.0	1.00	0.07	4.00	16.71	0.0042	1.10	17.06	0.50
19	820	10.0	1.00	0.10	1.10	12.71	0.0082	0.31	12.99	0.14
20	650	7.0	0.66	0.04	1.55	11.61	0.0033	0.45	11.78	0.20
21	1260	4.0	0.66	0.04	0.20	10.06	0.0042	0.06	10.20	0.03
22	2900	4.0	0.66	0.10	2.86	9.86	0.0098	0.86	9.95	0.39
23	1	4.0	0.66	0.00	7.00	7.00	0.0000	2.11	7.00	0.95
TOTALS	26361			7.55	29.99		0.2102	7.55		3.41

Contribution before move

loss needed to remain in Hiawatha to mitigate removal of rights from canal

Reflects less loss due to lining #5-#8

REACH = SECTION OF CHANNEL
 LENGTH = LENGTH OF REACH, THE CHANNEL CAN BE DIVIDED INTO EQUAL LENGTH REACHES
 OR ACTUAL LENGTHS BETWEEN DELIVERY POINTS
 AVE WIDTH = AVERAGE TOP WIDTH OF WATER SURFACE IN REACH
 SEEPAGE = SOIL SEEPAGE RATE OF REACH
 WORSTELL LOSS = CONVEYANCE LOSS IN REACH BASED ON WORSTELL METHOD
 DELIVERY = TOTAL DELIVERIES IN REACH
 DELIVERY LEFT = SUM(DELIVERIES OF CURRENT AND REMAINING REACHES)
 LOSS FACTOR = WORSTELL LOSS/DELIVERY LEFT
 DELIVERY LOSS = SUM(LOSS FACTORS OF CURRENT AND PREVIOUS REACHES) X DELIVERY;
 REPRESENTS THE LOSSES ASSIGNED TO THE DELIVERIES IN THE REACH;
 IF MULTIPLE RIGHTS WITHIN REACH, DELIVERY LOSSES SHOULD BE
 PRORATED BASED ON SIZE OF DELIVERY FOR EACH RIGHT WITHIN REACH
 FLOW = TOTAL FLOW AT BEGINNING OF EACH REACH

Prior to installation of membrane lining

CONVEYANCE LOSS - WORSTELL

NAME OF DITCH: Hiawatha Ditch BY: acm DATE: 02/05/01

REACH	LENGTH (FT)	AVE WIDTH (FT)	SEEPAGE (FT/DAY)	WORSTELL LOSS (CFS)	DELIVERY (CFS)	DELIVERY LEFT (CFS)	LOSS FACTOR	DELIVERY LOSS (CFS)	FLOW (CFS)	DELIVERY LOSS MINUS HIAWATHA RIGHTS FOR LOSS
Decree	900	24.0	10.00	2.73	0.00	29.99	0.0910	0.00	39.16	0.00
1	1910	18.0	3.00	1.30	2.88	29.99	0.0434	0.39	36.43	0.21
2	450	18.0	3.00	0.31	0.04	27.11	0.0113	0.01	32.25	0.00
3	480	18.0	3.00	0.33	0.02	27.07	0.0121	0.00	31.90	0.00
4	430	18.0	3.00	0.29	0.02	27.05	0.0108	0.00	31.56	0.00
5	1770	15.0	2.25	0.75	2.02	27.03	0.0279	0.40	31.24	0.22
6	730	15.0	1.50	0.21	1.45	25.01	0.0083	0.30	28.47	0.16
7	490	15.0	1.50	0.14	0.05	23.56	0.0059	0.01	26.81	0.01
8	1820	15.0	1.50	0.52	0.00	23.51	0.0220	0.00	26.62	0.00
9	1470	15.0	1.50	0.42	0.62	23.51	0.0178	0.15	26.10	0.08
10	4500	14.0	1.28	1.02	0.24	22.90	0.0445	0.07	25.07	0.04
11	680	12.0	1.00	0.10	2.17	22.66	0.0046	0.65	23.81	0.36
12	970	12.0	1.00	0.15	0.04	20.49	0.0072	0.01	21.54	0.01
13	350	12.0	1.00	0.05	0.13	20.45	0.0026	0.04	21.35	0.02
14	440	12.0	1.00	0.07	0.66	20.31	0.0033	0.21	21.16	0.11
15	1860	12.0	1.00	0.28	1.44	19.65	0.0144	0.47	20.43	0.26
16	530	12.0	1.00	0.08	0.82	18.21	0.0044	0.27	18.71	0.15
17	490	12.0	1.00	0.07	0.68	17.39	0.0043	0.23	17.81	0.13
18	460	12.0	1.00	0.07	4.00	16.71	0.0042	1.36	17.06	0.75
19	820	10.0	1.00	0.10	1.10	12.71	0.0082	0.38	12.99	0.21
20	650	7.0	0.66	0.04	1.55	11.61	0.0033	0.54	11.78	0.30
21	1260	4.0	0.66	0.04	0.20	10.06	0.0042	0.07	10.20	0.04
22	2900	4.0	0.66	0.10	2.86	9.86	0.0098	1.04	9.95	0.57
23	1	4.0	0.66	0.00	7.00	7.00	0.0000	2.56	7.00	1.40
TOTALS	26361			9.17	29.99		0.2743	9.17		5.03

← Contribution before move

← loss needed to remain in
Hiawatha to mitigate removal
of rights from canal

REACH = SECTION OF CHANNEL

LENGTH = LENGTH OF REACH. THE CHANNEL CAN BE DIVIDED INTO EQUAL LENGTH REACHES
OR ACTUAL LENGTHS BETWEEN DELIVERY POINTS

AVE WIDTH = AVERAGE TOP WIDTH OF WATER SURFACE IN REACH

SEEPAGE = SOIL SEEPAGE RATE OF REACH

WORSTELL LOSS = CONVEYANCE LOSS IN REACH BASED ON WORSTELL METHOD

DELIVERY = TOTAL DELIVERIES IN REACH

DELIVERY LEFT = SUM(DELIVERIES OF CURRENT AND REMAINING REACHES)

LOSS FACTOR = WORSTELL LOSS/DELIVERY LEFT

DELIVERY LOSS = SUM(LOSS FACTORS OF CURRENT AND PREVIOUS REACHES) X DELIVERY;
REPRESENTS THE LOSSES ASSIGNED TO THE DELIVERIES IN THE REACH;
IF MULTIPLE RIGHTS WITHIN REACH, DELIVERY LOSSES SHOULD BE
PRORATED BASED ON SIZE OF DELIVERY FOR EACH RIGHT WITHIN REACH

FLOW = TOTAL FLOW AT BEGINNING OF EACH REACH

CONVEYANCE LOSS - WORSTELL

NAME OF DITCH: Hiawatha Ditch

BY: adm

DATE: 02/05/01

REACH	LENGTH (FT)	AVE WIDTH (FT)	SEEPAGE (FT/DAY)	WORSTELL LOSS (CFS)	DELIVERY (CFS)	DELIVERY LEFT (CFS)	LOSS FACTOR	DELIVERY LOSS (CFS)	FLOW (CFS)	DELIVERY LOSS MINUS HIAMATHA RIGHTS FOR LOSS
Decree	900	24.0	10.00	2.73	0.00	29.99	0.0910	0.00	39.16	0.00
1	1910	18.0	3.00	1.30	6.88	29.99	0.0434	0.92	36.43	0.51
2	450	18.0	3.00	0.31	0.04	23.11	0.0133	0.01	28.25	0.00
3	480	18.0	3.00	0.33	0.02	23.07	0.0142	0.00	27.90	0.00
4	430	19.0	3.00	0.29	0.02	23.05	0.0127	0.00	27.56	0.00
5	1770	15.0	2.25	0.75	2.02	23.03	0.0328	0.42	27.24	0.23
6	730	15.0	1.50	0.21	1.45	21.01	0.0099	0.32	24.47	0.17
7	490	15.0	1.50	0.14	0.05	19.56	0.0071	0.01	22.81	0.01
8	1820	15.0	1.50	0.52	0.00	19.51	0.0265	0.00	22.62	0.00
9	1470	15.0	1.50	0.42	0.62	19.51	0.0214	0.17	22.10	0.09
10	4500	14.0	1.28	1.02	0.24	18.90	0.0539	0.08	21.07	0.04
11	680	12.0	1.00	0.10	2.17	18.66	0.0055	0.72	19.81	0.39
12	970	12.0	1.00	0.15	0.04	16.49	0.0089	0.01	17.54	0.01
13	350	12.0	1.00	0.05	0.13	16.45	0.0032	0.05	17.35	0.03
14	440	12.0	1.00	0.07	0.66	16.31	0.0041	0.23	17.16	0.13
15	1860	12.0	1.00	0.28	1.44	15.65	0.0180	0.53	16.43	0.29
16	530	12.0	1.00	0.08	0.82	14.21	0.0057	0.30	14.71	0.17
17	490	12.0	1.00	0.07	0.68	13.39	0.0055	0.26	13.81	0.14
18	460	12.0	1.00	0.07	0.00	12.71	0.0055	0.00	13.06	0.00
19	820	10.0	1.00	0.10	1.10	12.71	0.0082	0.43	12.99	0.21
20	650	7.0	0.66	0.04	1.55	11.61	0.0033	0.61	11.78	0.33
21	1260	4.0	0.66	0.04	0.20	10.06	0.0042	0.08	10.20	0.04
22	2900	4.0	0.66	0.10	2.86	9.86	0.0098	1.17	9.95	0.64
23	1	4.0	0.66	0.00	7.00	7.00	0.0000	2.86	7.00	1.57
TOTALS	26361			9.17	29.99		0.3171	9.17		5.03

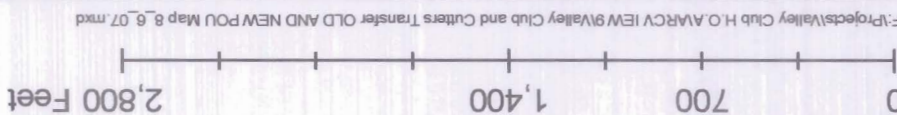
loss after moving 4.0
from #18 to #1
Net contribution after move =
0.51 - 0.21 = 0.30
0.75 cfs req'd to mitigate
removal
=> 0.45 cfs req'd to
remain in canal to
make up deficit

REACH = SECTION OF CHANNEL
LENGTH = LENGTH OF REACH, THE CHANNEL CAN BE DIVIDED INTO EQUAL LENGTH REACHES
OR ACTUAL LENGTHS BETWEEN DELIVERY POINTS
AVE WIDTH = AVERAGE TOP WIDTH OF WATER SURFACE IN REACH
SEEPAGE = SOIL SEEPAGE RATE OF REACH
WORSTELL LOSS = CONVEYANCE LOSS IN REACH BASED ON WORSTELL METHOD
DELIVERY = TOTAL DELIVERIES IN REACH
DELIVERY LEFT = SUM(DELIVERIES OF CURRENT AND REMAINING REACHES)
LOSS FACTOR = WORSTELL LOSS/DELIVERY LEFT
LOSS LOSS = SUM(LOSS FACTORS OF CURRENT AND PREVIOUS REACHES) X DELIVERY;
REPRESENTS THE LOSSES ASSIGNED TO THE DELIVERIES IN THE REACH;
IF MULTIPLE RIGHTS WITHIN REACH, DELIVERY LOSSES SHOULD BE
PRORATED BASED ON SIZE OF DELIVERY FOR EACH RIGHT WITHIN REACH
FLOW = TOTAL FLOW AT BEGINNING OF EACH REACH

Appendix E
Permissible Place Of Use

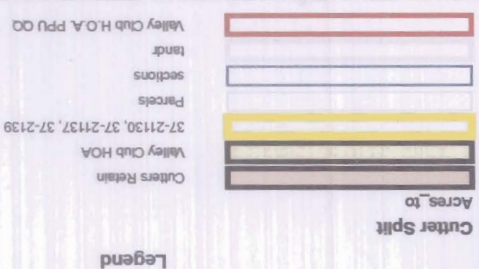


BROCKWAY ENGINEERING, PLLC
ZL-6/4/08



F:\Projects\Valley Club H.O.A\ARCV IEW 9\Valley Club and Cutters Transfer OLD AND NEW POU Map 8_6_07.mxd

VALLEY CLUB HOME OWNERS ASSOCIATION VALLEY CLUB AND CUTTERS LOCATIONS T.02N, 03N R.18E BLAINE COUNTY, ID 2006 NAIP AERIAL PHOTOGRAPH



Appendix F
Water Right Purchase Agreement

OF WATER RIGHTS

THIS AGREEMENT is made this 11th day of MAY, 2007, by and between OLD CUTTERS, INC., an Idaho corporation, whose address is P.O. Box 4944, Ketchum, Idaho, 83340 (hereinafter "Seller") and DRY LOT, LLC., an Idaho limited liability company, whose address is c/o Woody Friedlander, 116 Valley Club Dr., Hailey, Idaho 83333 (hereinafter "Buyer").

RECITALS

A. Seller is the owner and holder of Water Rights Nos. 37-21130, 37-21137 and 37-21139 as currently recommended in the Director's Report for Basin 37 Part 3 filed in *In Re the General Adjudication of Rights to the Use of Water from the Snake River Basin Water System*, Twin Falls County District Court Civil No. 39576 (the "SRBA"), which entitle Seller to irrigate sixty-six (66) acres of land on Seller's property within the City of Hailey described in **Exhibit A** attached hereto (the "Seller's Property") with 4.0 cubic feet per second ("cfs") of water from the Big Wood River via the Hiawatha Canal, with a priority date of March 24, 1883 (the "Seller Water Rights").

B. Buyer is an Idaho limited liability company whose members own real property situated in Blaine County, Idaho, located in the following subdivision ("Subdivision"):

Lots 1 through 99 of The Valley Club, a planned unit development created by the Official Plat filed as Instrument No. 36515 in the records of Blaine County, Idaho on May 5, 1994.

(hereinafter referred to as the "Buyer's Property").

C. Buyer desires to purchase from Seller a portion of the Seller's Water Rights used to irrigate sixty (60) acres of the Seller's Property (the "Water Rights"), and Sellers are willing to sell the Water Rights to Buyer, subject to approval by the Idaho Department of Water Resources (hereinafter referred to as the "Department") of: 1) the Buyer's application for permit to divert ground water from the two (2) wells which are part of its public water supply system and to irrigate sixty (60) acres of the Buyer's Property and other land located in the Subdivision, using the Water Rights for mitigation; and 2) any other applications for permit or transfer required by the Department to fulfill the purpose and use identified in C.1 (the "Applications"); and to all other terms and conditions hereinafter set forth.

TERMS AND CONDITIONS

1. **INCORPORATION OF RECITALS.** The Recitals set forth above are an integral part of this Agreement and are fully incorporated herein by this reference.

2. **SALE.** The Seller, for and in consideration of the payments to be made and the covenants and conditions to be kept and performed by the Buyer, as hereinafter set forth, does hereby contract and agree to sell and convey to Buyer, and the Buyer does hereby agree to buy from the Seller, the Water Rights.

3. PURCHASE PRICE AND TERMS OF PAYMENT. The total purchase price of the

Water Rights shall be One Million Eight Hundred Thousand Dollars (\$1,800,000). The purchase price shall be paid as follows:

a. Earnest Money. Within three (3) business days of the mutual execution of this Agreement by Seller and Buyer, Buyer shall deposit into escrow with Sun Valley Title Company (the "Closing Agent") the sum of One Hundred Thousand Dollars (\$100,000) to be held as earnest money and applied to the purchase price at the Closing.

b. Cash Payment. The balance of the purchase price shall be delivered to the Closing Agent in immediately available funds not less than one (1) business day prior to the Closing.

4. TITLE; QUITCLAIM DEED. Seller shall transfer all of its right, title and interest in and to the Water Rights to Buyer by quitclaim deed (the "Quitclaim Deed"). Buyer may submit to the Department as a part of its Application a copy of this Agreement with the purchase price redacted.

5. FILING AND APPROVAL OF APPLICATION. Within twenty (90) days of the date of execution of this Agreement, Buyer shall file the Applications with the Department and thereafter diligently pursue its approval. This Agreement for purchase and sale of the Water Rights is contingent upon and subject to approval by the Department of the Applications within two hundred and seventy (270) days of the date of execution of this Agreement, for the irrigation of not less than fifty (50) acres of the Buyer's Property and other land located in the Subdivision using the Water Rights as mitigation. Upon such approval(s) the earnest money shall become non-refundable. If the Applications are not so approved by the Department within this time period, the Buyer will have the option to tender an additional \$50,000 in earnest money to give the Department an additional ninety (90) days for approval of the Applications. If the Applications are not so approved by the Department after the additional 90 day extension, this Agreement shall become null and void, and the earnest money shall be returned to Buyer, unless the parties hereto agree to extend the time for Buyer to obtain approval of the Applications by the Department. In the event the Department approves the Applications for the irrigation of less than fifty (50) acres of the Buyer's Property and other land located in the Subdivision, Buyer may waive the above contingency and proceed with the Closing at its discretion.

6. COOPERATION WITH APPLICATIONS EFFORTS. Seller hereby grants to Buyer permission to make the Applications and agrees to sign any documentation to that effect required by the Department pertaining to the Applications. At Buyer's request, Seller shall cooperate with Buyer in Buyer's pursuit of the Applications, and shall provide Buyer with any information that Seller has concerning the Water Rights that Buyer may reasonably request in pursuit of the approval of the Applications, including historical water use records.

7. CLOSING. The closing of this transaction and the delivery of the executed Quitclaim Deed to Buyer and the entire purchase price to Sellers shall take place at the offices of the Closing Agent, within ten (10) days of the date the final order(s) by the Department approving the Applications becomes non-appealable (the "Closing Date").

8. POSSESSION; PRORATIONS. The Buyer shall be given possession and use of the Water Rights on the Closing Date. Taxes and assessments, if any, on the Water Rights shall be prorated as of the Closing Date. The Sellers shall pay all such taxes and assessments which have

accrued prior to the Closing Date and the Buyer shall pay for all subsequent taxes and assessments upon the Water Rights.

9. PROTECTION OF WATER RIGHTS / 2007 IRRIGATION SEASON. Until final approval of the Applications by the Department, Seller is authorized to continue to use the Water Rights on the authorized place of use for irrigation purposes during the 2007 irrigation season or any time thereafter. However, in the event the Department approves the Applications during the 2007 irrigation season or at any time thereafter, and Closing takes place, Seller shall transfer possession of the Water Rights to Buyer and cease diverting the Water Rights, unless otherwise agreed to by Buyer. If Seller does not intend to use the Water Rights for the 2007 irrigation season, Seller shall notify Buyer and take any actions necessary to protect the Water Rights from a forfeiture finding due to non-use in 2007, including placing the Water Rights in the State Water Supply Bank if necessary.

10. DUTY TO DEFEND WATER RIGHTS IN SRBA. In the event the Applications are not approved by the Department by January 15, 2008, and an objection(s) is filed to the Water Rights' recommendations in the SRBA, Seller shall provide Buyer (and Buyer's attorney) with copies of all objections and shall file the necessary responses and defend the Water Rights in the SRBA. Seller shall consult with Buyer as to any actions taken with respect to the Water Rights in the SRBA. In the event Closing has not occurred and objections to the Water Rights are unresolved, this Agreement is voidable at Buyer's discretion.

11. NO COMMISSIONS. The parties agree that no real estate broker's or other commission shall be paid to anyone as a result of the transfer and sale of the Water Rights from Seller to Buyer pursuant to this Agreement, other than a consulting fee to be paid by the Seller to Matthew Luck.

12. GENERAL PROVISIONS.

a. Severance and Validity. In the event any provision of this Agreement or any part thereof shall be determined by any court of competent jurisdiction to be invalid, void, or otherwise unenforceable, the remaining provisions hereunder, or party thereof, shall remain in fully force and effect, and shall in no way be affected, impaired, or invalidated thereby, it being agreed that such remaining provision shall be construed in a manner most closely approximately the intention of the parties with respect to the invalid, void, or unenforceable provision or part thereof.

b. Attorney Fees. In the event of any suit or proceeding by either party herein against the other party, in any way arising out of this Agreement, or attempting to enforce any right herein granted, the losing party, in such suit or proceeding shall pay to the prevailing party such sum or sums as the court shall adjudge reasonable, in such suit or proceeding, for attorney's fees, including such fees on appeal, for such prevailing party.

c. Governing Law. The validity, meaning and effect of this Agreement shall be determined in accordance with the laws of the State of Idaho applicable to contracts made and performed in that state.

d. Captions to Paragraphs. The captions to the paragraphs of this Agreement are for convenience only and shall not be deemed to enlarge, diminish, explain or in any manner affect the meaning of such paragraphs.

e. Binding Contract. This Agreement shall be binding upon and inure to the benefit of the heirs, personal representative, administrators, successors, and assigns of the parties hereto.

f. Notices. All notices and communications under this Agreement shall be in writing and shall be (i) delivered in person or (ii) mailed, postage prepaid, either by registered or certified mail, return receipt requested, or by overnight express carrier, addressed in each case to the party's address set forth in the introductory paragraph of this Agreement, or (iii) sent by facsimile with the original to follow by mail in the manner described above. It is provided, however, that any party may change its respective address for purposes of receipt of any such communication by giving ten (10) days prior written notice of such change to the other party hereto in the manner provided above. All notices sent pursuant to the terms of this paragraph shall be deemed received (x) if sent by overnight, express carrier, on the next business day immediately following the day sent, (y) if sent by registered or certified mail, on the third business day following the day sent or (z) if sent by facsimile on the date so sent.

IN WITNESS WHEREOF, the parties have caused their names to be subscribed on the dates set forth below.

"SELLER"

OLD CUTTERS, INC.

DATE: 5/9/07

By: J. Gull
John Campbell, President

"BUYER"

DRY LOT, LLC

DATE: 5-11-07

By: Daniel R. Ruhl

5000

5-11-07 92-3761241

PAY TO THE ORDER OF Sun Valley Title Trust Account 00

One Hundred Thousand, 00/100 00 DOLLARS ☒

For Margery G. Friedlander

First Bank of Idaho
310 East State • Idaho Falls, ID 83401 • (208) 718-1320

1241037601 3 3300 763111

EXHIBIT A

Lots 1A, 2A, 3 and 4, Block 1 of a REPLAT OF DREXLER RANCH SUBDIVISION, BLAINE COUNTY, IDAHO, as shown on the official plat thereof, recorded February 8, 1999, as Instrument No. 423951, records of Blaine County, Idaho; and

A parcel of land within the SW1/4NE1/4, Section 4, T.2N., R.18E., B.M. and also within Lot 4, Buckhorn Subdivision Second Addition, Blaine County, Idaho, more particularly described as follows:

Commencing at a BLM brass cap marking the Southeast Corner of said SW1/4NE1/4, which corner is also the CE 1/16 corner of said Section 4 and which point is the REAL POINT OF BEGINNING:

thence North 89°42'50" West 291.01 feet to the Northwest corner of the Drexler Ranch;

thence North 23°17'51" West 37.31 feet along the centerline of the Hiawatha Canal and along the Southerly boundary of said Lot 4, Buckhorn Subdivision Second Addition;

thence North 89°50'20" East 306.07 feet along a fence to the East boundary of said SW1/4NE1/4, said Section 4;

thence South 0°27'55" West 36.58 feet along said East boundary of the SW1/4NE1/4, Section 4 to the point of beginning, containing 0.24 acres, more or less, also known as Tax Lot 6804.

**FIRST AMENDMENT TO
AGREEMENT FOR PURCHASE AND SALE
OF
WATER RIGHTS**

THIS FIRST AMENDMENT is made this 3 day of April, 2008, by and between OLD CUTTERS, INC., an Idaho corporation, whose address is P.O. Box 4944, Ketchum, Idaho, 83340 (hereinafter "Seller") and DRY LOT, LLC., an Idaho limited liability company, whose address is c/o Bernard I. Friedlander, 116 Valley Club Dr., Hailey, Idaho 83333 (hereinafter "Buyer").

RECITALS

A. On May 11, 2007, Buyer and Seller entered into an *Agreement for Purchase and Sale of Water Rights* (the "Agreement") and on February 14, 2008 Buyer and Seller entered into an *Addendum to Agreement for Purchase and Sale of Water Rights* (the "Addendum").

B. The parties have agreed to reduce the portion of the Seller's water rights to be sold by the Seller and purchased by the Buyer with a corresponding reduction in the purchase price.

C. The Parties desire to amend the Agreement and Addendum accordingly.

TERMS AND CONDITIONS

1. The Recitals set forth above are an integral part of this First Amendment and are fully incorporated herein by this reference.

2. The Parties mutually agree that the Agreement and Addendum remain in full force and effect except as modified by this First Amendment. In the event of any conflict the terms and conditions of this First Amendment shall control over those in the Agreement and Addendum.

3. Recital C of the Agreement shall be amended to read as follows:

C. Buyer desires to purchase from Seller a portion of the Seller's Water Rights used to irrigate fifty-eight and one-half (58.5) acres of the Seller's Property (the "Water Rights"), and Sellers are willing to sell the Water Rights to Buyer, subject to approval by the Idaho Department of Water Resources (hereinafter referred to as the "Department") of: 1) the Buyer's application for permit to divert ground water from the two (2) wells which are part of its public water supply system and to irrigate fifty-eight and one-half (58.5) of the Buyer's Property and other land located in the Subdivision, using the Water Rights for mitigation; and 2) any other applications for permit or transfer required by the Department to fulfill the purpose and use identified in C.1 (the "Applications"); and to all other terms and conditions hereinafter set forth.

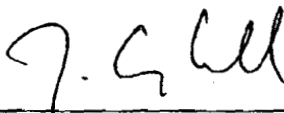
4. The total purchase price for the Water Rights set forth in paragraph 3 of the Agreement shall be One Million Seven Hundred Fifty-five Thousand Dollars (\$1,755,000).

IN WITNESS WHEREOF, the parties have caused their names to be subscribed on the dates set forth below.

"SELLER"

OLD CUTTERS, INC.

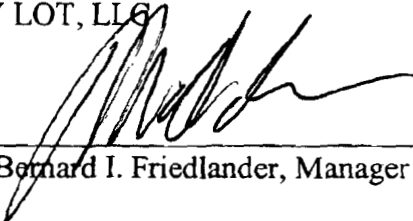
DATE: 3/28/08

By: 
John Campbell, President

"BUYER"

DRY LOT, LLC

DATE: 4.03/08

By: 
Bernard I. Friedlander, Manager

Project No. 938-01-2006

Evaluation of the Impact of the Proposed Dry Lot, LLC, Water Right Applications Using a Big Wood River Aquifer Groundwater Model

Prepared for:

Dry Lot, LLC
116 Valley Club Drive
Hailey, Idaho 83333

February 4, 2009

For information concerning this report, contact
G. Erick Powell, Ph.D., P.E.
Charles E. Brockway, Ph.D., P.E.



CHARLES E. BROCKWAY, PH.D., P.E.
CHARLES G. BROCKWAY, PH.D., P.E.

2016 NORTH WASHINGTON, SUITE 4
TWIN FALLS, IDAHO 83301

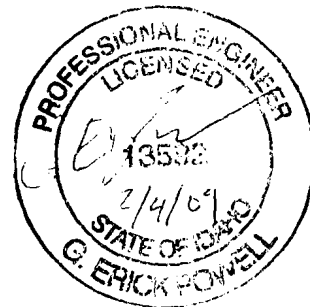
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G. Erick Powell, Ph.D., P.E.
Charles E. Brockway, Ph.D., P.E.



CHARLES E. BROCKWAY, Ph.D., P.E.
CHARLES G. BROCKWAY, Ph.D., P.E.

2016 NORTH WASHINGTON, SUITE 4
TWIN FALLS, IDAHO 83301

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Evaluation of the Impact of the Proposed Dry Lot, LLC Water Right Applications Using a Big Wood River Aquifer Groundwater Model

Prepared by: Brockway Engineering, PLLC
Date: February 4, 2009

A. Introduction

The Big Wood Valley, located in Blaine County, Idaho, consists of alluvium depositional material overlain on bedrock. The Cities of Bellevue, Hailey, Ketchum, and Sun Valley are located within the Valley or its tributaries. The valley is dominated by the Big Wood River, which flows through the valley, and is confined on the east and west by the Sawtooth Mountains. The primary water source of tributaries to the Big Wood River is snow precipitation.

The Big Wood Valley aquifer is hydrologically connected to the Big Wood River. Proposed activities to either the river or the aquifer will have impacts to the water source respectively. Historically, surface water rights and groundwater rights in the state of Idaho have been managed separately. However, in the future the State will begin to manage irrigation rights conjunctively.

Several proposed transfers have been or will be submitted to the Idaho Department of Water Resources involving new groundwater irrigation permits with recharge mitigation. IDWR currently does not have a tool to evaluate the impacts of these proposed transfers. A groundwater model of the Big Wood Valley aquifer was developed by Brockway Engineering, PLLC, to evaluate the submitted transfers. The groundwater

model final report was submitted to IDWR, dated February 3, 2009 (Brockway Engineering, 2009).

B. Model Overview

The groundwater model was developed using MODFLOW, a three-dimensional, cell centered, finite-difference model developed by the United State Geological Survey. The Groundwater Modeling System (GMS) was used as the graphical user interface for MODFLOW, thus allowing for the use of existing geographical information system (GIS) data sets. The groundwater model was developed using the conceptual model approach by using available GIS data sets for all model attributes and converting the data layers to the corresponding MODFLOW cells.

The Big Wood Valley MODFLOW model consists of 33,452 individual cells that were sized to be 100 ft by 100 ft. The model consists of 467 rows and 258 columns. All model cells are oriented according to the compass (north/south and east/west), not aligned with the valley (Brockway Engineering, 2009). The model utilized for this scenario has been initially calibrated and may be further adjusted to reflect a better fit to historical data.

The northern model boundary was located at the narrowest valley width, just on the south side of the Golden Eagle residential development. The southern boundary is located immediately north of Bellevue, Idaho (Brockway Engineering, 2009). The east and west boundaries are the natural interface between the valley alluvium material and the mountains that confine the valley.

C. Objective of the Dry Lot, LLC Model Scenarios

The Valley Club Owners Association has submitted a water right transfer and new water right permit to the Idaho Department of Water Resources. The new water right permit is for irrigation of residential land owned by members of the owners association. The water right transfer proposes to recharge surface irrigation rights from the Big Wood River into the aquifer for mitigation of the new groundwater irrigation permit.

Concerns have been raised by local groundwater and surface water users. The objective of the model scenarios is to quantify the relative impact of the proposed water right permit and water right transfer on concerned neighboring groundwater right holders and the associated impacts to the Big Wood River.

D. Dry Lot, LLC Scenario Inputs

The Dry Lot, LLC scenario inputs consists of the proposed irrigation water extraction under the new irrigation water right permit and the proposed mitigation by injecting water to the aquifer. Data for irrigation pumping and mitigation are graphed in Figure 1. Table 1 contains the associated data.

Table 1: Monthly volumes (acre-feet) of irrigation extraction under the proposed new permit and monthly volumes (acre-feet) of water to be recharged to the aquifer as mitigation.

	Apr	May	Jun	Jul	Aug	Sept	Oct	Total
Extraction (acft)	1.7	14.7	28.5	39.4	32.7	18.9	2.2	138.1
Mitigation (acft)	13.56	28.02	27.12	28.02	28.02	13.56	0	138.3

Two possible locations for groundwater recharge exist for the proposed transfer. The proposed recharge locations are identified in Figure 2. Dry Lot scenario 1 models the mitigation recharge location south of the extraction well. Dry Lot scenario 2 models the mitigation recharge location east of the extraction well.

E. Results

The groundwater model was run with the addition of the proposed extraction and mitigation. The baseline model results were compared with the results from this scenario to quantify the impacts of the proposed project.

Figure 3 indicates the location of the model nodes used to evaluate the impact from the proposed recharge mitigation well and the irrigation well for the owners association. Points A, B, C, D, and E are shown in Figure 3 with locations ranging from north of the

proposed project, within the Heatherlands development, to south of the proposed project, at the mouth of Indian Creek. All five nodes were used to evaluate the changes of groundwater surface elevations from the baseline model data and the Dry Lot, LLC scenarios 1 and 2.

Figures 4 through 8 show the groundwater elevations of the baseline data and the model scenario 1 data. The largest decrease in water surface elevation occurs at point B of 0.4 ft, located immediately north of the irrigation well near Ohio Gulch road. The model node at the mouth of Indian Creek showed no detectible change in the water surface elevations under the proposed scenario.

Figures 9 through 13 show the groundwater elevations of the baseline data and the model scenario 2 data. No decrease in water surface elevation occurred from the proposed groundwater recharge and extraction. The model node at the mouth of Indian Creek showed no decrease in the model surface water elevations under the proposed scenarios.

Six Big Wood River reaches were evaluated to quantify the change in the river/aquifer exchange based on the proposed scenarios. Figure 14 illustrates the location of the river reaches. Figures 15 and 16 are graphs of the changes of river reach gain/loss based on the proposed scenarios. The zero line in each figure represents the baseline model data, if the scenario reach data were different than baseline data then it was plotted relative to the river reach (positive = river gain; negative = river loss).

Scenario 1 resulted in an annual loss of 4 acre-ft/year in Reach 1 (Northern Boundary to Starweather Bridge). Reach 2 (Starweather Bridge to Deer Creek Bridge) showed a river annual gain of 79 acre-ft/year. Reach 3 (Deer Creek Bridge to Aspen Lake) resulted in an annual river gain of 5 acre-ft/year. Reach 4 (Aspen Lake to Bullion Street Bridge) resulted in an annual river gain of 1 acre-ft/year. All other reaches showed no detectible reach gain/loss.

Scenario 2 resulted in an annual river gain of 47 acre-ft/year in Reach 2 (Starweather Bridge to Deer Creek Bridge). Reach 3 (Deer Creek Bridge to Aspen Lake) resulted in an annual river gain of 4 acre-ft/year. All other reaches showed no detectible reach gain/loss.

F. Discussion

The Heatherlands (Point A, Figure 3) is a point of question, as the Heatherland's subdivision does have groundwater wells that may be impacted from the proposed transfer. The largest impact on groundwater level at the Heatherlands occurs in Scenario 1 during September, when the groundwater levels show a decrease of 0.05 ft. The baseline model shows an annual natural variation of the groundwater levels at this location of 1 ft. The Heatherlands observation point does not show any decrease in groundwater levels in Scenario 2. The impact of the proposed project under either scenario on nearby wells is not discernable in comparison to the annual changes in the groundwater levels.

The annual discharge volume in the Big Wood River is 302,300 acre-feet/year using USGS gage data at Hailey. In Scenario 1, the changes in river reaches were 4 acft/year loss, 79 acft/year gain, 5 acft/year gain, and 1 acft/year gain represent a fraction of a percent of total stream volume, 0.001%, 0.026%, 0.002%, and <0.001%, respectively.

In Scenario 2, the changes in river reaches were 47 acft/year gain and 4 acft/year gain. These changes represent a fraction of a percent of the total stream flow, or 0.016% and 0.001%, respectively. Similar to the groundwater levels, the impact to the respective river reach from the proposed project under either scenario is not significant on an annual basis.

G. Summary

1. A new water right permit and water right transfer have been submitted to IDWR by Dry Lot, LLC.
2. IDWR cannot evaluate the impact of these applications without a groundwater model.
3. Brockway Engineering, PLLC developed a groundwater model of the Big Wood Aquifer.
4. Two Dry Lot, LLC recharge and extraction scenarios were evaluated and compared with the baseline model data.
5. Model results indicated insignificant impacts to local groundwater and/or surface water users as a result of the proposed project.

H. References

Brockway Engineering, 2009. Development of a Groundwater Flow Model for the Big Wood River Aquifer: East Fork to Bellevue. Submitted to IDWR – Feb. 3. 2009. Brockway Engineering, PLLC. Twin Falls, Idaho.

Valley Club Homeowners Mitigation Plan Additional Irrigation and Extended Season Full Buildout



**FIGURE 1: DRY LOT, LLC PUMPING AND MITIGATION
MODFLOW GROUNDWATER MODEL
BIG WOOD VALLEY AQUIFER**

Point A: Heatherlands

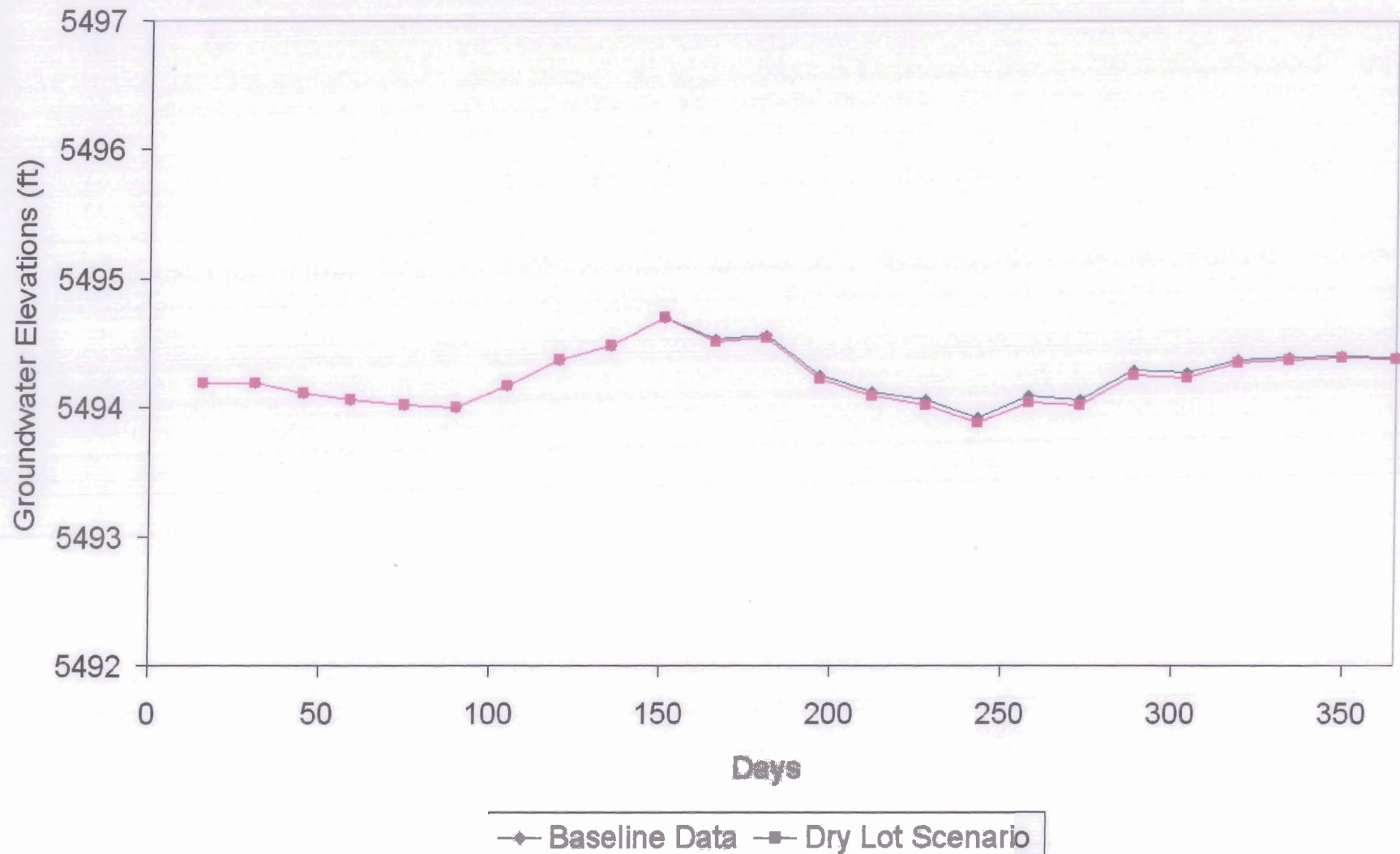


FIGURE 4: GROUNDWATER ELEVATIONS, SCENARIO 1 AT POINT A: HEATHERLANDS
MODFLOW GROUNDWATER MODEL
BIG WOOD VALLEY AQUIFER

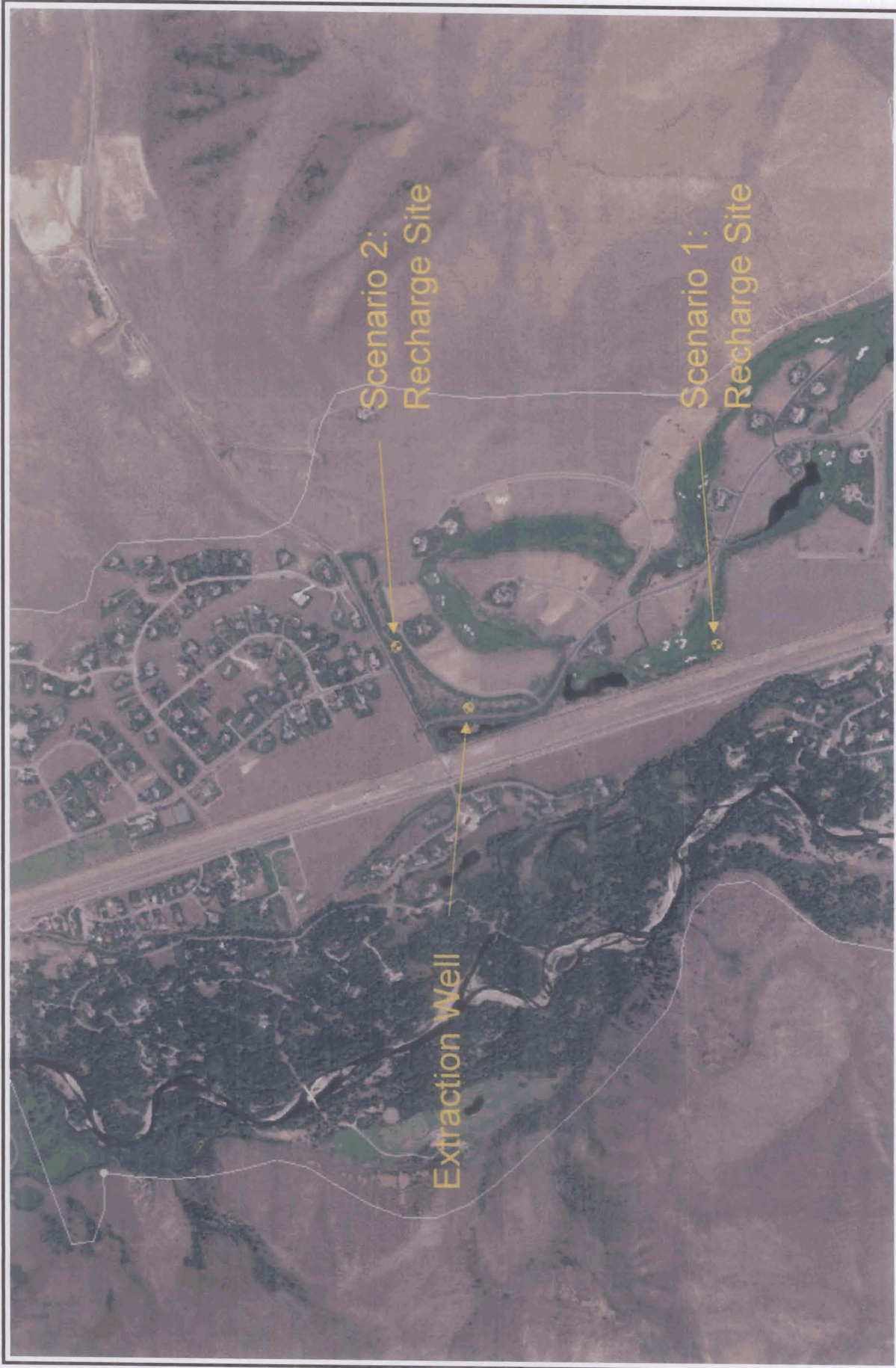


FIGURE 2: DRY LOT, LLC
IRRIGATION EXTRACTION AND
SCENARIO 1 AND 2 MITIGATION WELLS
NAIP 2006 AERIAL PHOTO

LEGEND
● Valley Club OA Wells
— MODFLOW Boundary





**FIGURE 3: DRY LOT, LLC
GROUNDWATER LEVELS
EVALUATIONS NODES**
NAIP 2006 AERIAL PHOTO

LEGEND

- MODFLOW Obs Nodes
- MODFLOW Boundary



Point B: North of Valley Club

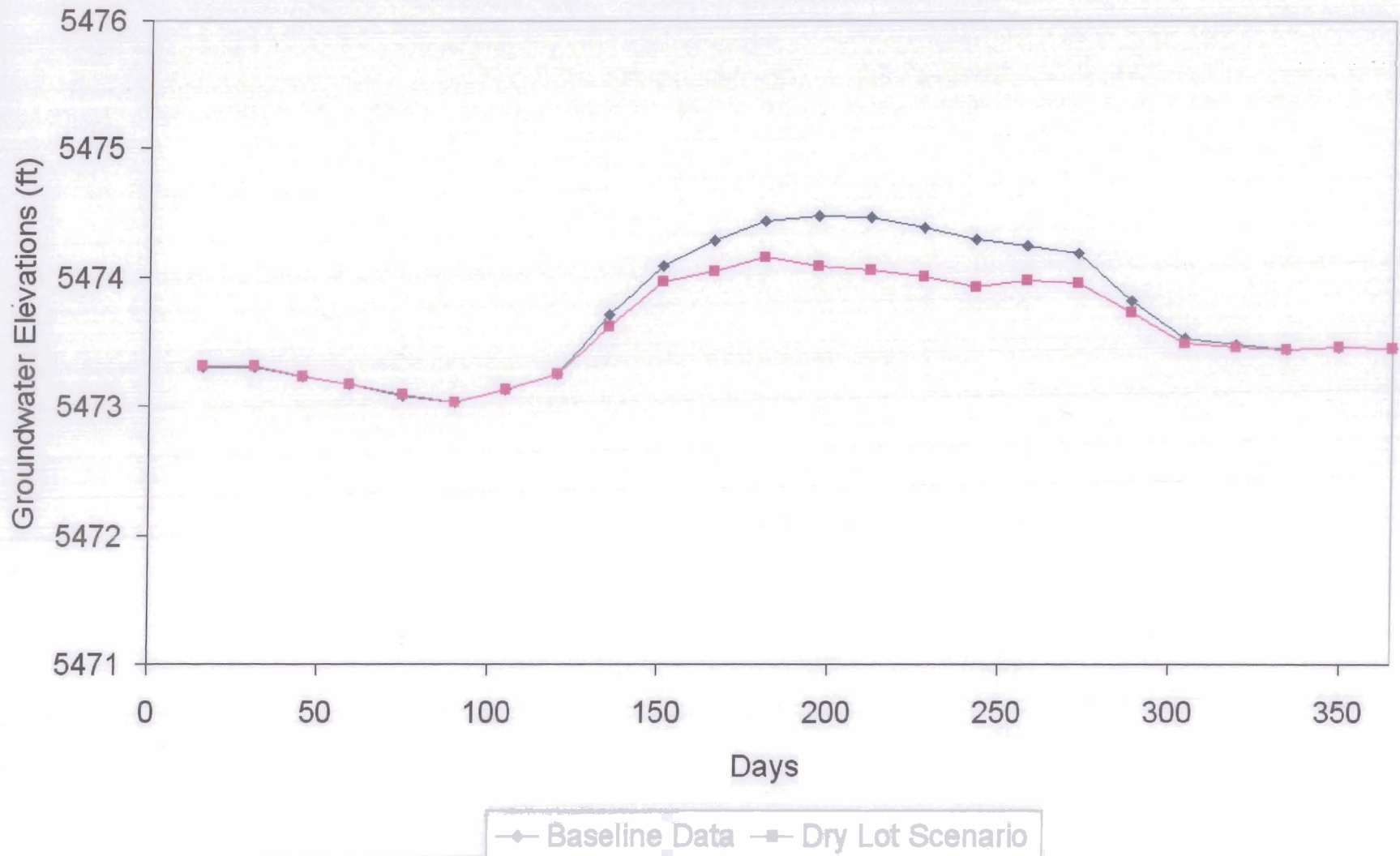


FIGURE 5: GROUNDWATER ELEVATIONS, SCENARIO 1 AT POINT B: NORTH OF VALLEY CLUB
MODFLOW GROUNDWATER MODEL
BIG WOOD VALLEY AQUIFER

Point C: South of Valley Club

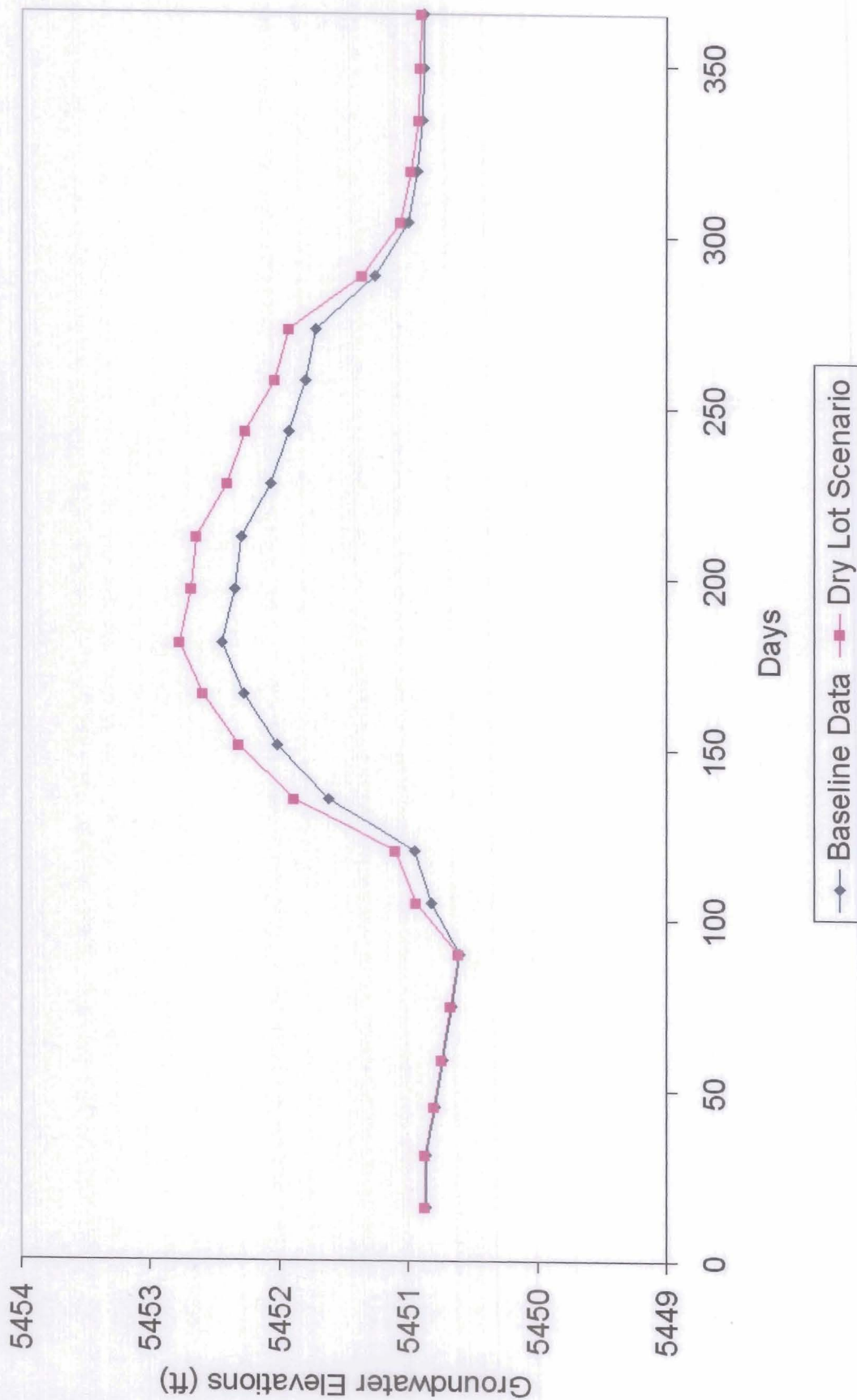


FIGURE 6: GROUNDWATER ELEVATIONS, SCENARIO 1 POINT C: SOUTH OF VALLEY CLUB
 MODFLOW GROUNDWATER MODEL
 BIG WOOD VALLEY AQUIFER

Point D: North of KSKI

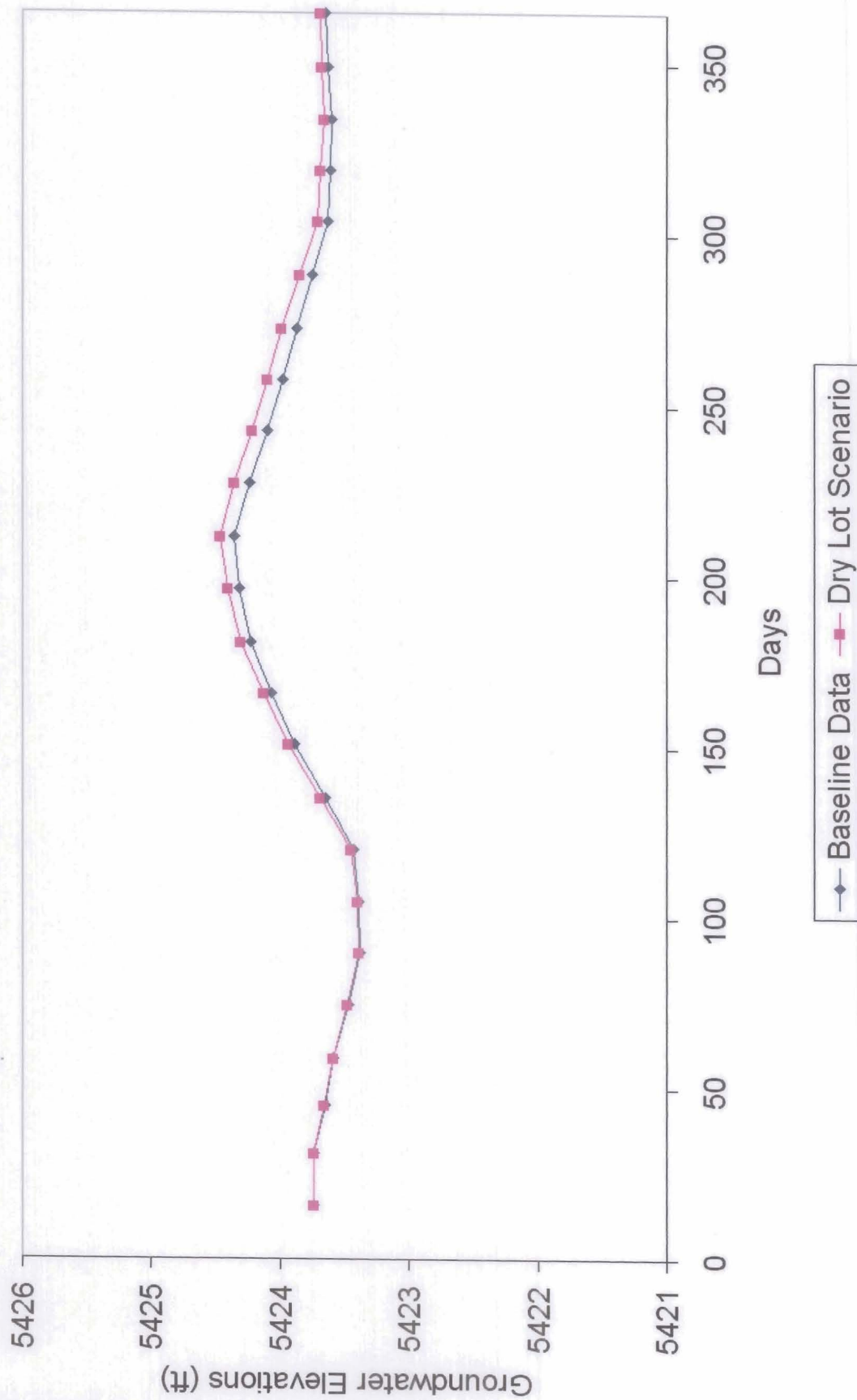


FIGURE 7: GROUNDWATER ELEVATIONS, SCENARIO 1 AT POINT D: NORTH OF KSKI PROPERTY
MODFLOW GROUNDWATER MODEL
BIG WOOD VALLEY AQUIFER

Point E: Indian Creek

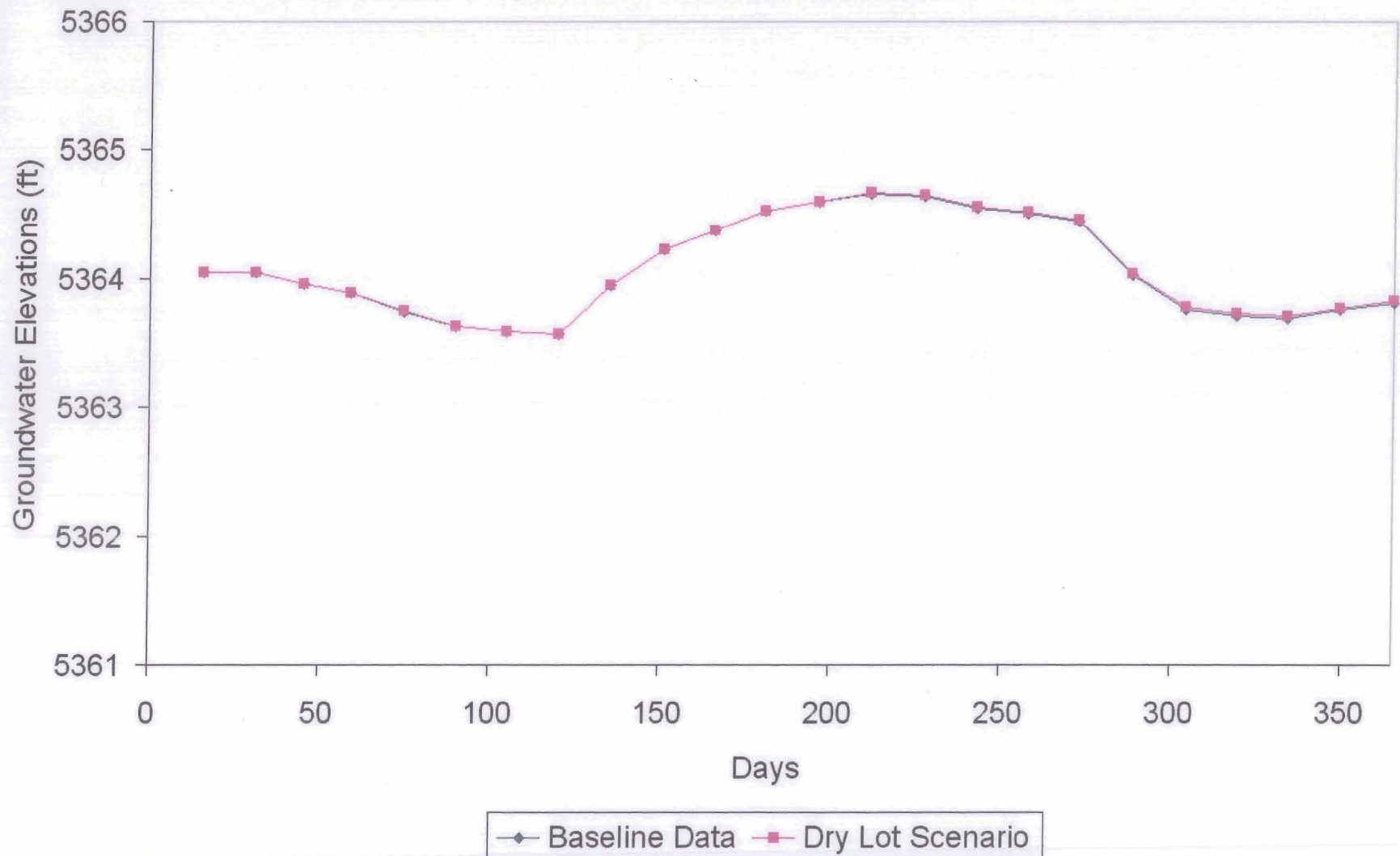


**FIGURE 8: GROUNDWATER ELEVATIONS, SCENARIO 1 AT POINT E: INDIAN CREEK
MODFLOW GROUNDWATER MODEL**

■ G WOOD VALLEY AQUIFER ■

Point A: Heatherlands

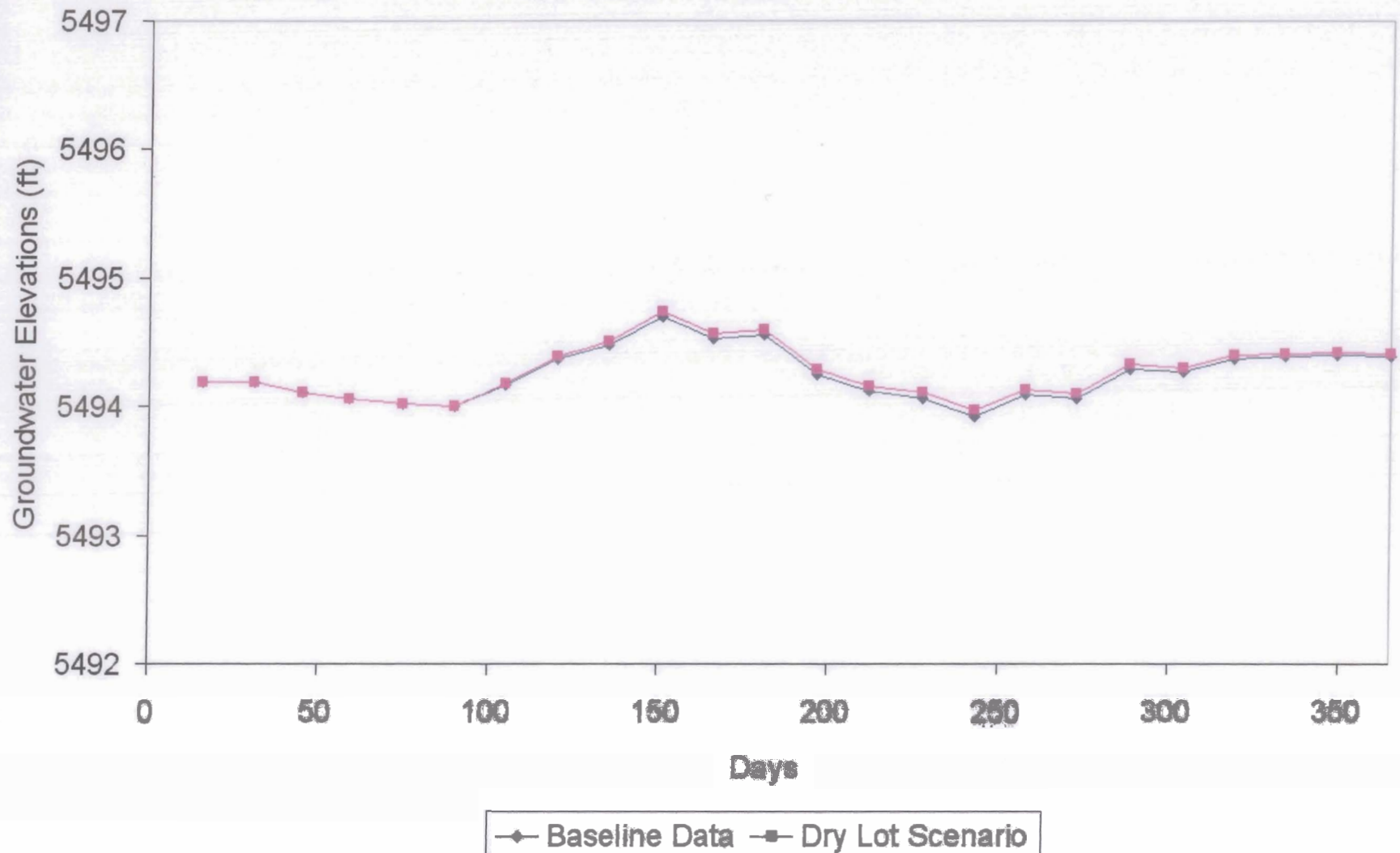


FIGURE 9: GROUNDWATER ELEVATIONS, SCENARIO 2 AT POINT A: HEATHERLANDS
MODFLOW GROUNDWATER MODEL
BIG WOOD VALLEY AQUIFER

Point B: North of Valley Club

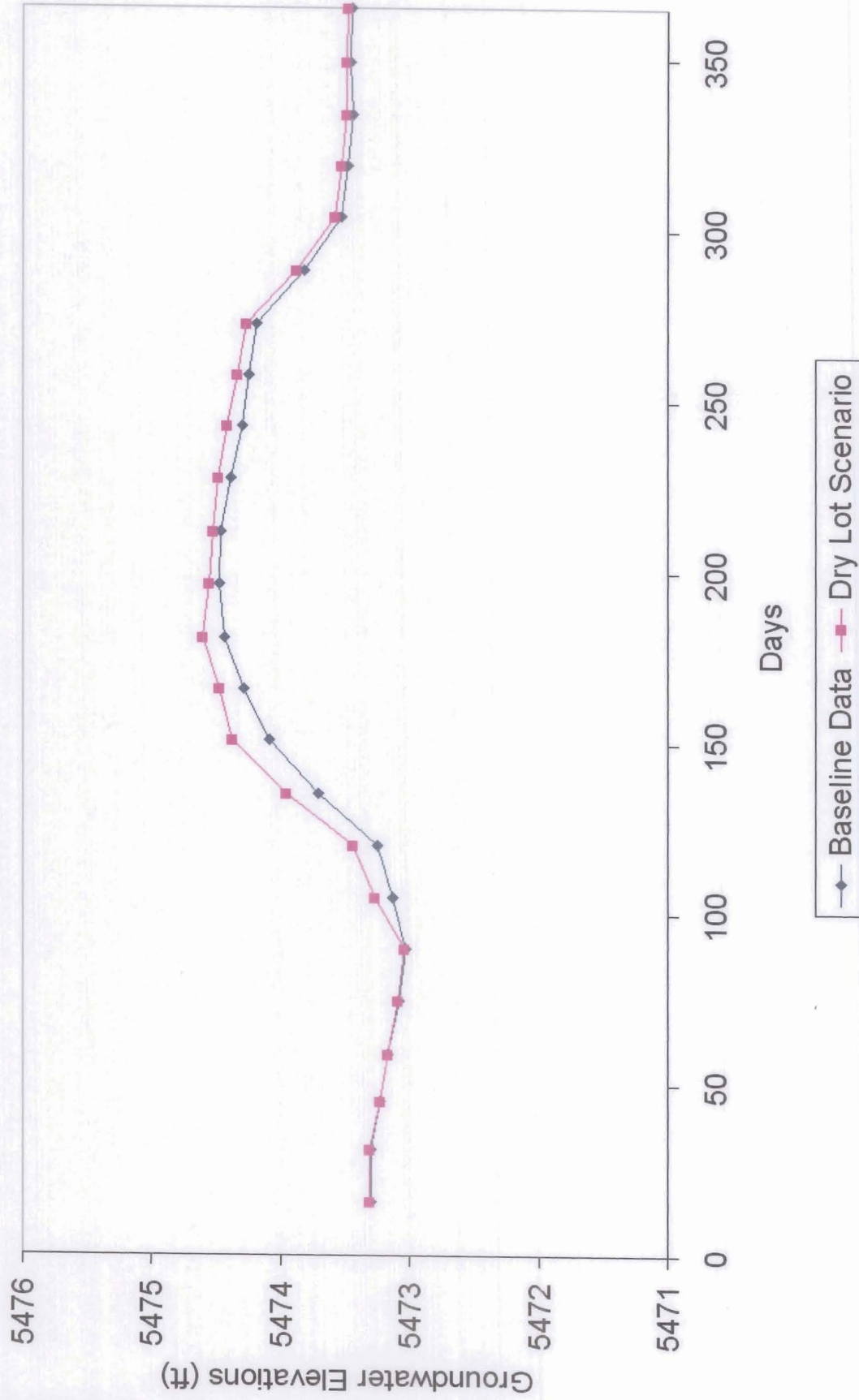


FIGURE 10: GROUNDWATER ELEVATIONS, SCENARIO 2 AT POINT B: NORTH OF VALLEY CLUB
MODFLOW GROUNDWATER MODEL
BIG WOOD VALLEY AQUIFER

Point C: South of Valley Club

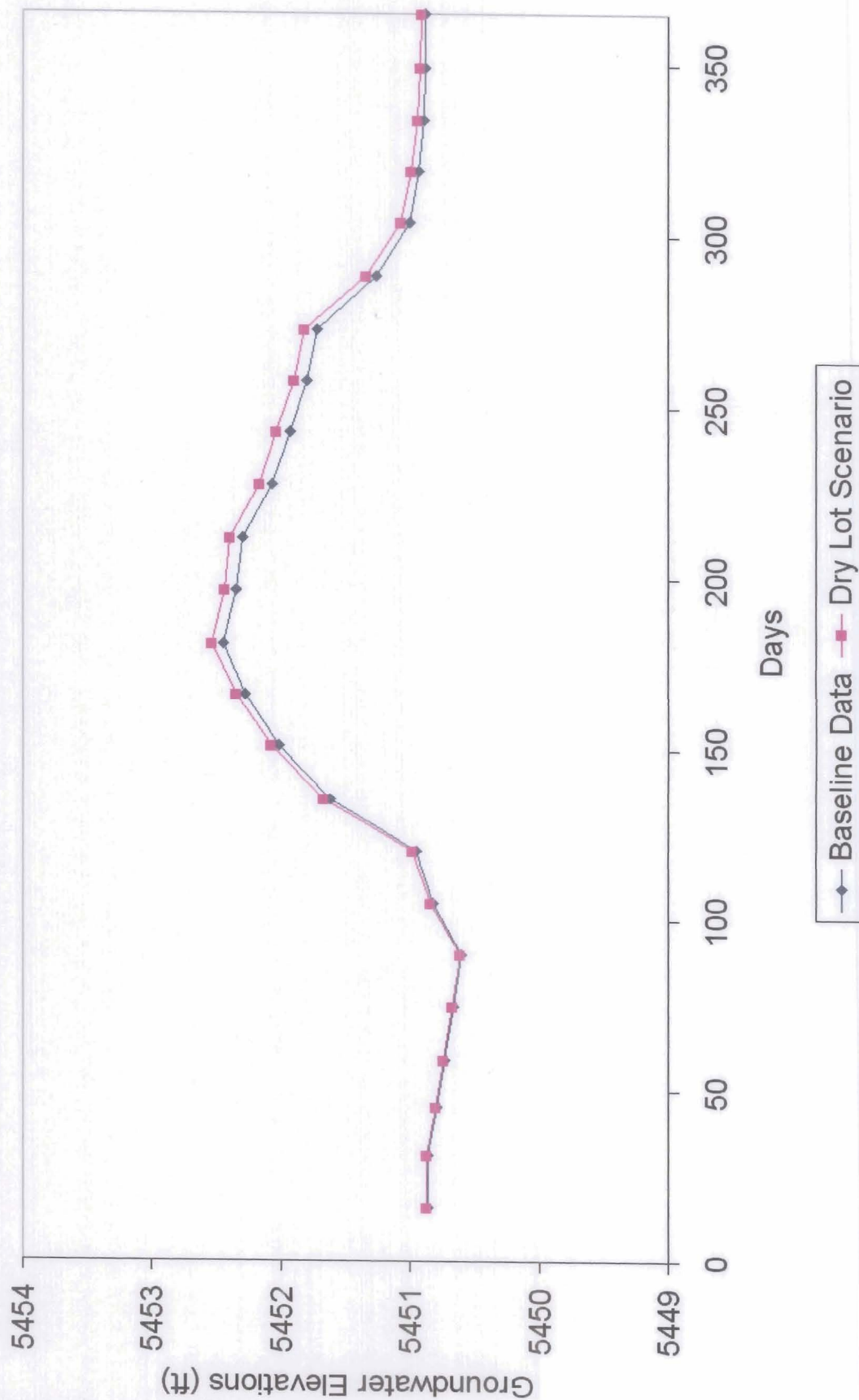


FIGURE 11: GROUNDWATER ELEVATIONS, SCENARIO 2 POINT C: SOUTH OF VALLEY CLUB
 MODFLOW GROUNDWATER MODEL
 BIG WOOD VALLEY AQUIFER

Point D: North of KSKI

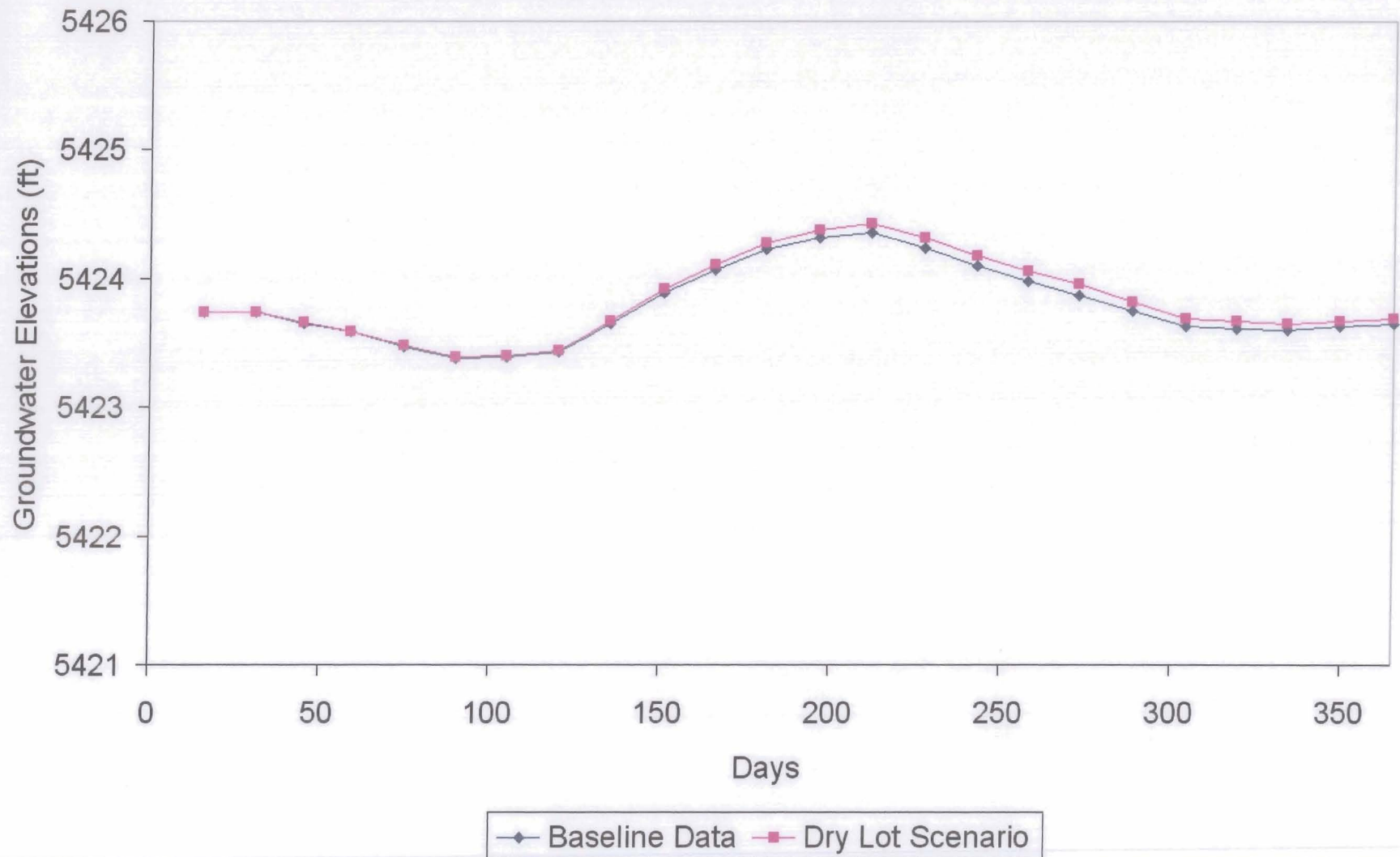


FIGURE 12: GROUNDWATER ELEVATIONS, SCENARIO 2 AT POINT D: NORTH OF KSKI PROPERTY

MODFLOW GROUNDWATER MODEL

BIG WOOD VALLEY AQUIFER

Point E: Indian Creek

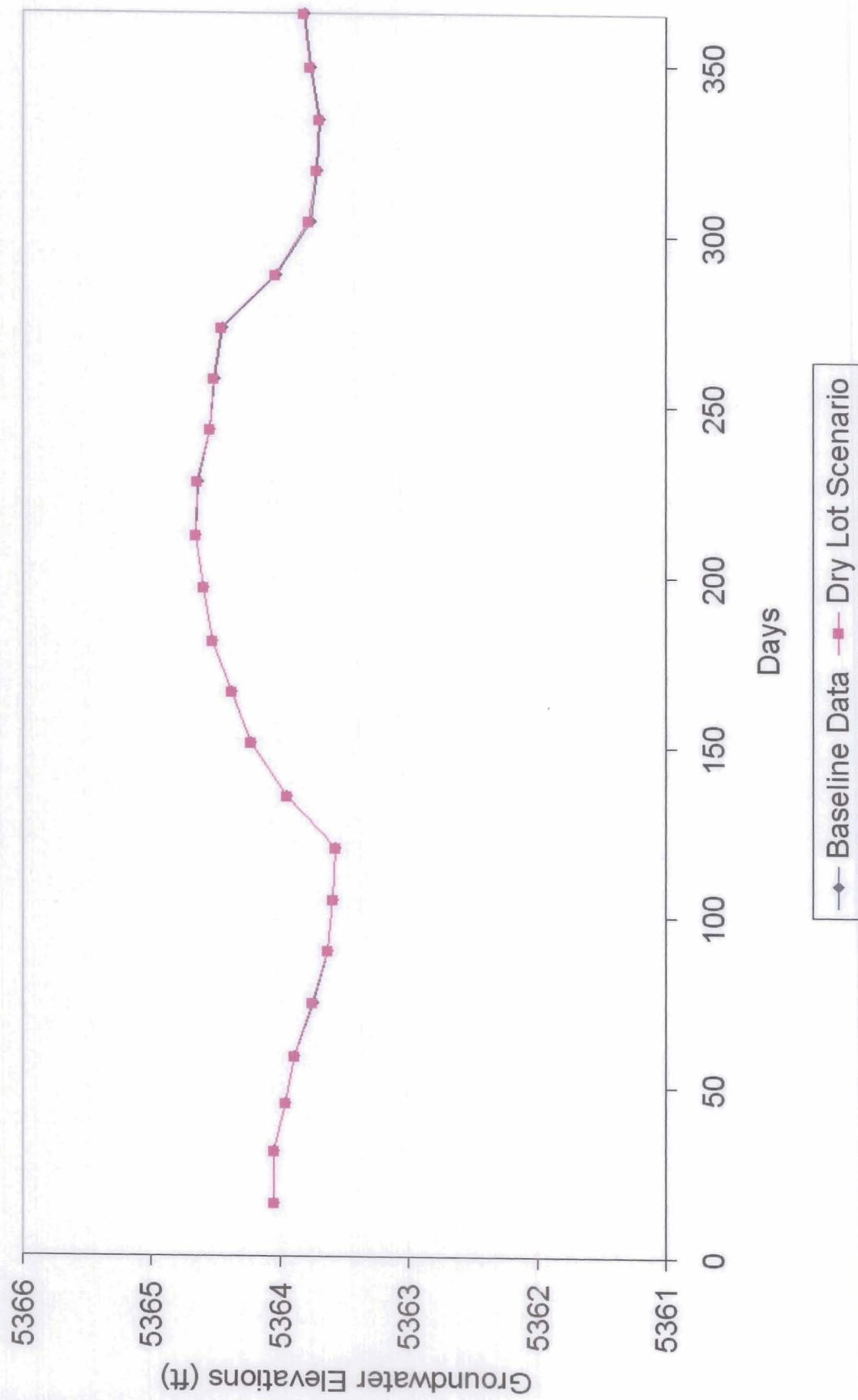
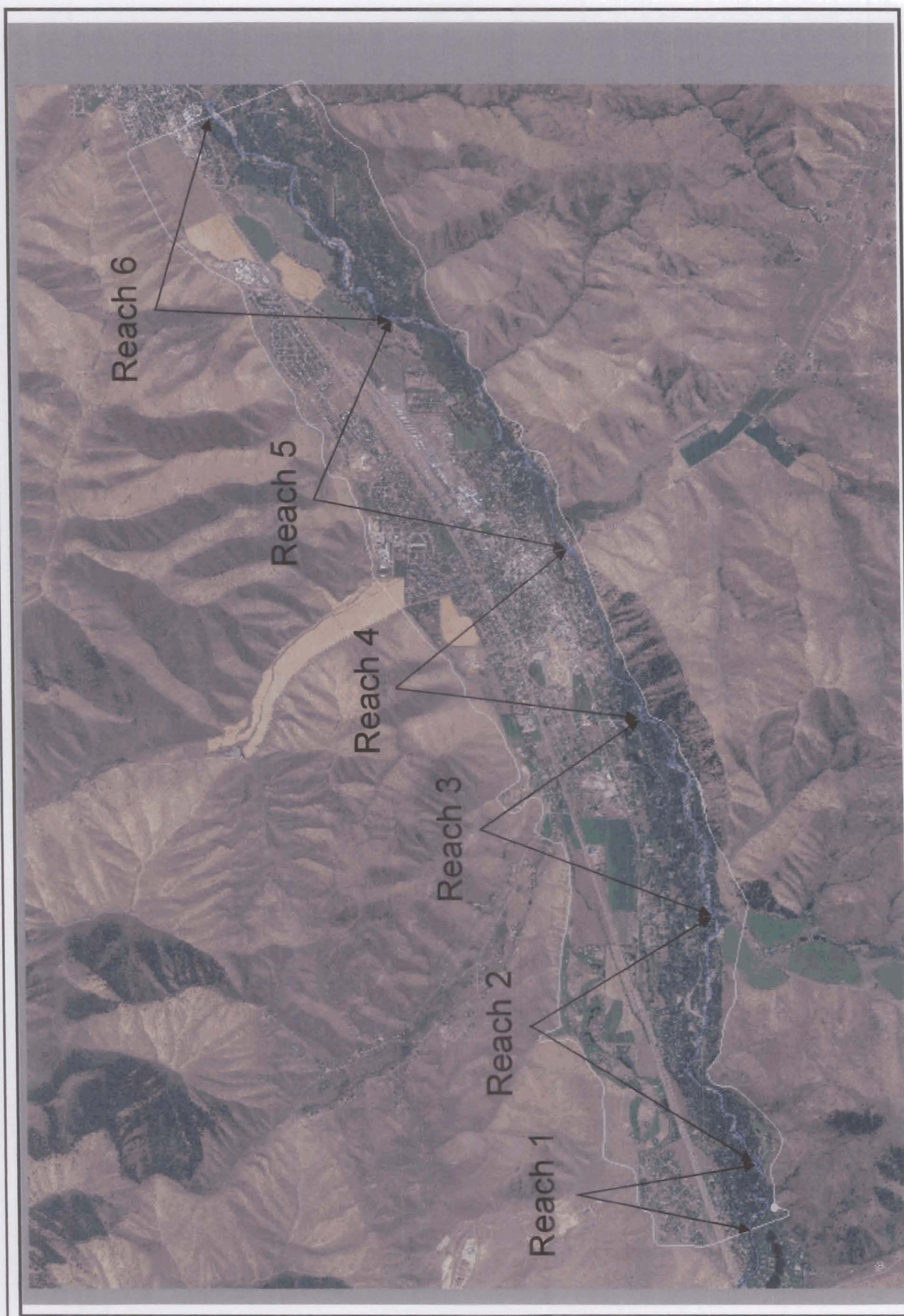


FIGURE 13: GROUNDWATER ELEVATIONS, SCENARIO 2 AT POINT E: INDIAN CREEK
 MODFLOW GROUNDWATER MODEL
 BIG WOOD VALLEY AQUIFER



LEGEND

- MODFLOW Boundary
- - - Big Wood River
- River Reach

N

FIGURE 14: DRY LOT, LLC
Big Wood River Reach
NAIP 2006 AERIAL PHOTO

Big Wood River Reach Gain/Loss

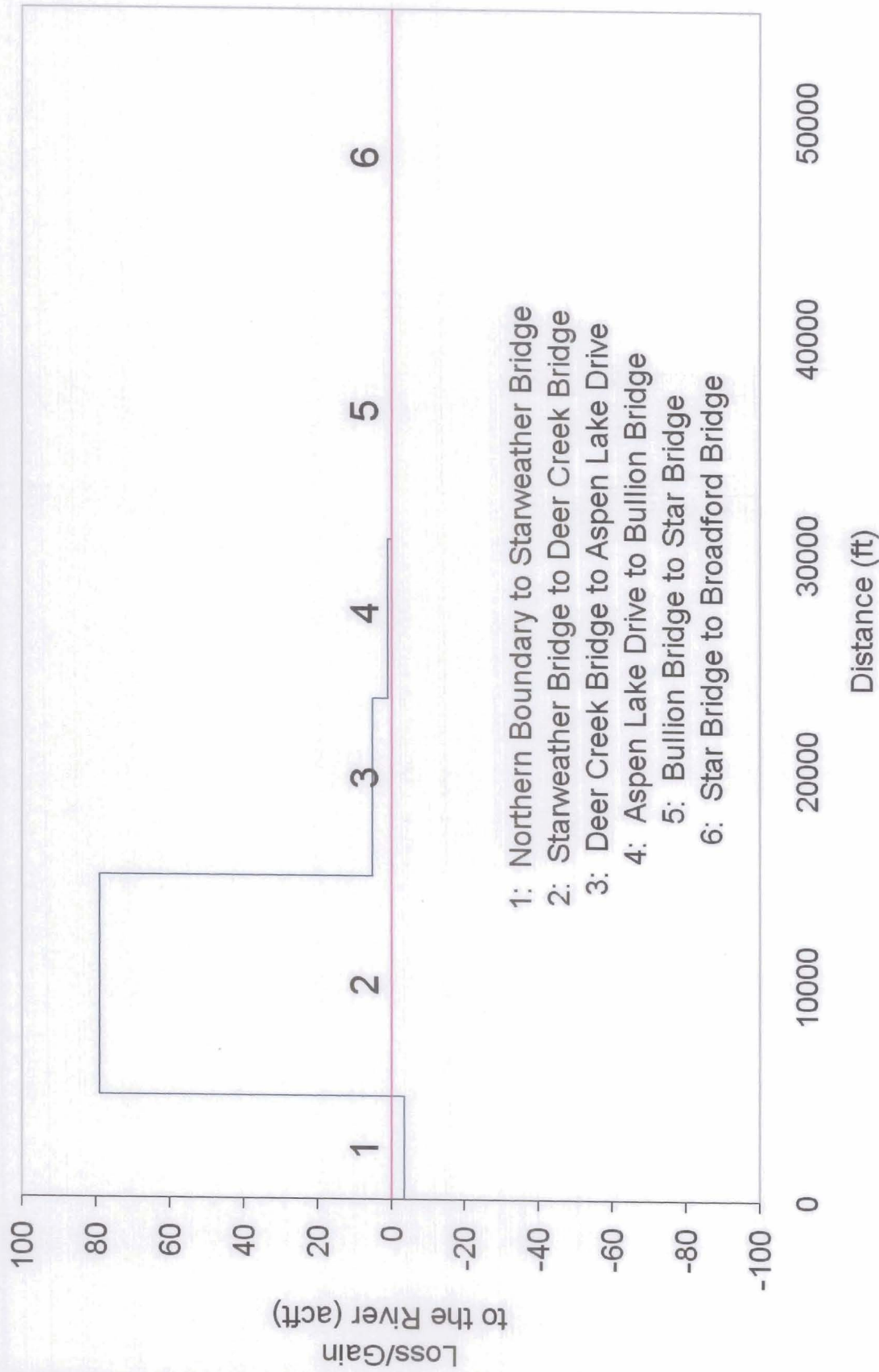


FIGURE 15: DRY LOT, LLC SCENARIO 1 BIG WOOD RIVER REACH GAIN/LOSS
 MODFLOW GROUNDWATER MODEL
 BIG WOOD VALLEY AQUIFER

Big Wood River Reach Gain/Loss

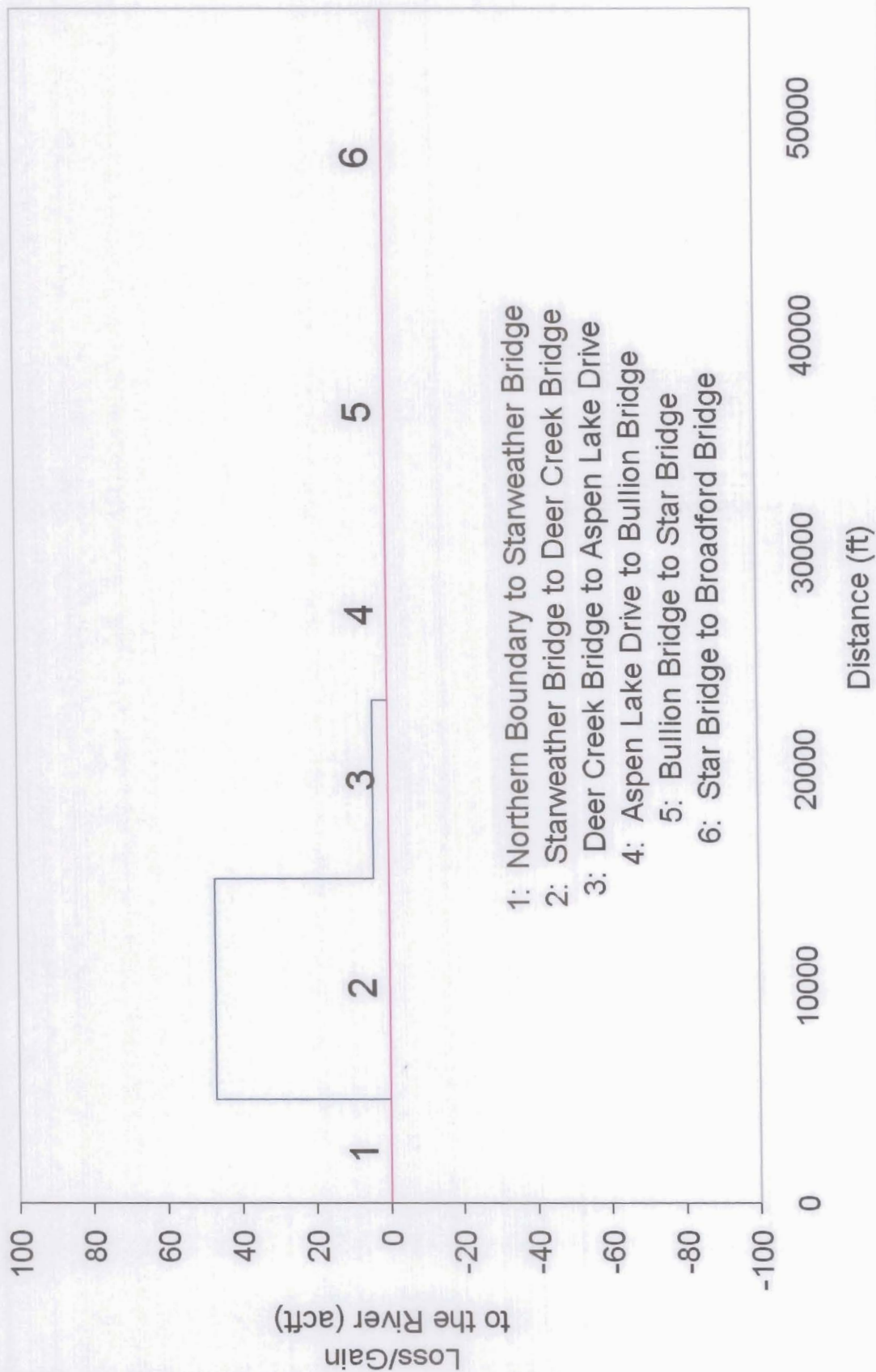


FIGURE 16: DRY LOT, LLC SCENARIO 2 BIG WOOD RIVER REACH GAIN/LOSS
 MODFLOW GROUNDWATER MODEL
 BIG WOOD VALLEY AQUIFER