

October 19, 2007

Ernest Carlsen
Water Rights Supervisor
Idaho Department of Water Resources
900 North Skyline Dr., Suite A
Idaho Falls, Idaho 83402

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Department of Water Resources
Eastern Region

Re: Notice of Protest of City Well No. 12

Application of Transfer No. ~~72537~~ 72537

Dear Mr. Carlsen:

Based on the recorded Water Use Agreement (Instrument Number 586847) between me and the City of Blackfoot, I am requesting the immediate withdrawal of the Notice of Protest submitted to your office. Please allow the City of Blackfoot to proceed with securing a drilling permit.

Respectfully,



DeVon Woodland

cc: Mayor Virtue, Mayor
Ron Harwell, P.E., City Engineer

Water Use Agreement

THIS AGREEMENT is made and entered into this 16th day of October, 2007, between **DEVON WOODLAND**, hereafter referred to as "**Woodland**," and **The CITY OF BLACKFOOT**, hereafter referred to as the "**City**."

RECITALS

1. **WHEREAS**, Mr. Woodland is the owner of the irrigation well and property situated in the County of Bingham, State of Idaho, located in the Northwest quarter of the Southwest quarter of Section 36, Township 2, South Range 35 E. B.M.
Woodland's physical address is 53 Rich Lane, Blackfoot, Idaho 83221.
2. **WHEREAS**, the City, an Idaho Municipal Corporation, desires to construct a culinary water well on its property located in the Southeast quarter of the Southeast quarter of Section 35, Township 2, South Range 35 E. B.M.
The City's physical address is 157 North Broadway, Blackfoot, Idaho 83221.
3. **WHEREAS**, both parties have agreed that construction of such well could impact Woodland's irrigation well and have determined that it is mutually beneficial to enter into an operation agreement.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein and for other good and valuable consideration the receipt of which hereby is acknowledged, Mr. Woodland and the City agree as follows:

1. **DISCHARGE LIMIT**: The City well will be equipped to discharge culinary water at a rate of 2000 gallons per minute (gpm). Only in emergencies regarding fire would the city be allowed to exceed that amount.
2. **RESPONSIBILITY FOR COST OF IMPROVEMENTS**: The City will bear the cost for improvements to lower the intake of Woodland's pump exactly thirty (30) feet. The improvements include replacing the bowl assembly and pump. In addition, the City will equip Woodland's well with a variable frequency drive (VFD) to aid in maintaining the irrigation well's current system pressure.

The above-mentioned improvements will be completed and Woodland's well fully operational prior to the complete integration of the City's well into the water system.

Instrument # 586847

BINGHAM COUNTY

2007-10-16

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Recorded for : CITY OF BLACKFOOT

SARA J. STAUB

Fee: 0.00

Ex-Officio Recorder Deputy 

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3. ANNUAL COST FOR POWER USAGE: The additional annual cost to Woodland's well as a result of the improvements made by the City will be borne by Woodland. In the event Woodland's annual cost of power exceeds 10% of his annual power cost prior to the City improvements (independent of rate increases passed by Idaho Power or any governing entity), both parties agree to reconvene and discuss this paragraph.
4. RECORDS: It is the responsibility of the City to maintain good and accurate records of volumetric flow-rates of the culinary water well. Copies of all records should be made available to Woodland, annually.
5. TERM OF AGREEMENT: This agreement shall remain in full force and effect until such date that Woodland terminates usage of said irrigation well.
6. WAIVER: The wavier of any breach of this Agreement by either party shall not constitute a continuing waiver or a wavier of any subsequent breach, either of the same or another provision of this Agreement.
7. AMENDMENTS: This Agreement shall not be changed, altered, or modified, other than by written agreement of the parties hereto. However, amendments may be made mandatory by state or federal regulations and/or requirements.
8. SEVERANCE AND VALIDITY: In the event any provision of this Agreement or any part thereof or any Exhibits thereof shall be determined by any Court of competent jurisdiction to be invalid, void or otherwise unenforceable, the remaining provisions hereunder, or parts thereof, shall remain in full force and effect, and shall in no way be affected, impaired or invalidates thereby, it being agreed that such remaining provisions shall be construed in a manner most closely approximating the intention of the parties with respect to the invalid, void or unenforceable provision or part thereof.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first written above.

CITY OF BLACKFOOT

Mike Virtue
Mike Virtue, Mayor



Lynne McNeil

ADJACENT LANDOWNER

DeVon R. Woodland
DeVon R. Woodland

Attest: DeVon R. Woodland

586847