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Department of Water Resources
Eastern Region

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BEFORE THE DEPARTMENT OF WATER RESOURCES
OF THE STATE OF IDAHO

IN THE MATTER OF APPLICATION FOR
TRANSFER NO. 72881 IN THE NAME
OF THE CITY OF AMMON

STIPULATION FOR WITHDRAWAL
OF PROTEST OR INTERVENTION

The parties hereto hereby stipulate and agree as follows:

I.

Upon receiving authorization from the Idaho Department of Water Resources (IDWR), the City of Ammon will drill two (2) new municipal wells. The first, known as Well No. 10, is to be located in the NW1/4 SW1/4 of Section 34, Township 02N, Range 38E, and the second, known as Well No. 11, is to be located in the NE1/4 NW1/4 of Section 25, Township 02N, Range 38E. Each well will be drilled to a depth of approximately 350 feet and will have a minimum 24 inch casing. It is estimated that Well No. 10 will have a production capacity of approximately 2500 gallons per minute, and Well No. 11 will have a production capacity of approximately 2000 gallons per minute. Expert hydrogeologists employed by the City of Ammon have predicted that some additional drawdown of static water levels in surrounding domestic wells may result when Well No. 11 is being operated at capacity, but that such drawdowns will be insufficient in amount to result in injury to the domestic water well of any of the protestants or intervenors in this proceeding. However, in order to

provide assurance to protestants and intervenors, and to protect the existing domestic ground water wells of each, the City of Ammon hereby agrees that IDWR may impose the following conditions in its approval of the pending application for transfer of the City of Ammon:

a. The City of Ammon shall make a determination of injury (as that term is defined below) after obtaining three years of well data, as explained below. An electric transducer capable of electronically monitoring well water levels shall be placed in the following domestic wells at the sole cost and expense of the City of Ammon:

1. Domestic well of Sandi Brown located at 1791 S 52nd East, Idaho Falls, ID 83401;
2. Domestic well of Richard D. Fowler located at 5121 E 21st S, Ammon, ID 83406;
3. Domestic well of Charles and Nicki Maggart located at 5063 E 21st S, Ammon, ID 83401;
4. Domestic well of Nancy Pinnock located at 1896 S 52nd E., Idaho Falls, ID 83401;
5. Domestic well of Mary Taylor located at 4825 E 21st South, Idaho Falls, ID 83401.

In the event it is determined by the expert hydrogeologist for the City of Ammon that it is not feasible or possible to monitor one or more of the five (5) domestic wells identified above, the City of Ammon may substitute the following alternate wells for monitoring:

1. Domestic well of Boyd Endicott located at 19341 S 52nd East, Idaho Falls, ID 83401;
2. Domestic well of W. Harvey Olsen located at 1965 South 52nd East, Idaho Falls, ID 83401.

The water level data obtained from each transducer shall be collected on a frequency of four times each day and recorded in a chart prepared for such purpose by the City of Ammon, at its sole cost and expense, for a period of three (3) years. Copies of the charts containing such recorded data shall be provided to IDWR and to each protestant and intervenor who executes this Stipulation on a semi-annual basis. At the end of such three (3) year period, the City of Ammon shall have no further

responsibility for collection of data from such transducers or for providing the records and charts of such data. However, the owner of the domestic well in which one has been placed may retain such instrument, without further cost, except any costs for continued operation and maintenance of the instrument.

b. In the event the expert hydrogeologist for the City of Ammon determines and concludes from the three-year transducer data and/or any additional or other data, evidence or examination, that the pumping by the City of Ammon of Well No. 11 is causing injury (as that term is defined below) to the domestic well of any of the protestants or intervenors signatory hereto, the City of Ammon shall, immediately upon such determination and conclusion proceed to remedy such injury as follows:

1. If it is determined by the City of Ammon that the injury can best be remedied, either by deepening or by re-drilling said domestic well, or by lowering the pump therein or by changing or upgrading said pump or attendant equipment or facilities, the City of Ammon shall, at its sole cost and expense, cause such action to be taken, in accordance with standard procedures, by a reputable and qualified well driller or pump installer. Any change or upgrade in the pump, motor, electrical panel or attendant and necessary equipment, structures and facilities for operation of such domestic well required solely to remedy such injury shall also be borne by the City of Ammon.

2. If it is determined by the City of Ammon that it is not practical to deepen or re-drill such domestic well, to lower, change or upgrade the pump or attendant equipment or facilities, then the City of Ammon shall have the option to provide domestic water to the residence formerly served by such domestic well, by connecting said residence to the City of Ammon's municipal water supply system. If the City elects this option, there shall be no cost to the owners of the residence formerly served by the domestic well for installation of a pipeline or pipelines or the connection to said City water supply, but thereafter, such owner shall pay the monthly water service charge made by the City, the same as every other resident who receives domestic water through the municipal water supply system of the City of Ammon.

c. In the event the expert hydrogeologist for the City of Ammon determines and concludes from the three-year transducer data and/or any additional or other data, evidence or

examination, that the pumping by the City of Ammon of Well No. 11 is not causing injury (as that term is defined below) to the domestic well of any of the protestants or intervenors signatory hereto, the City of Ammon shall have no further obligation to said protestants or intervenors to undertake the actions summarized in the above subparagraphs 1 and 2.

d. For the purpose of determining when injury has occurred, or is occurring, to the domestic well of a protestant or intervenor, the term "injury" shall be defined as a circumstance in which the static water level in such domestic well has been lowered as the direct, exclusive and proximate result of the pumping of Well No. 11 by the City of Ammon, to a point where there is insufficient depth of water in the existing domestic well for the pump therein (assuming the same to be in a good repair and working order) to produce sufficient water for domestic purposes; that is, for normal and usual in-house uses and for outside watering of up to one-half acre of land, not to exceed 13,000 gallons per day or a rate of flow in excess of .04 CFS (18 gallons per minute). When such a circumstance occurs and persists for 24 hours or more, the determination of whether the circumstance was caused by the City of Ammon shall be immediately initiated, and if it is determined that the City of Ammon is the cause of such injury to the domestic well, any necessary remedy of injury as provided herein shall be commenced and completed by the City of Ammon with as much dispatch as possible.

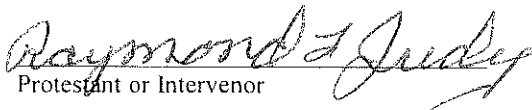
II.

The undersigned protestant or intervenor hereby withdraws the Protestor Motion to Intervene filed in the proceeding to the application of transfer of the City of Ammon.

City of Ammon by:



Mayor



Protestant or Intervenor

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