

3610

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR PERMIT

To appropriate the public water of the State of Idaho

1. Name: FALLS WATER CO INC
1770 SABIN DR
IDAHO FALLS ID 83406
(208)522-1300

2. Source: GROUND WATER

3. Location of Point of Diversion:

#1 GROUND WATER BONNEVILLE County	SW1/4SW1/4	Sec. 14, Twp 02N, Rge 38E, B.M.
#2 GROUND WATER BONNEVILLE County	NE1/4SW1/4	Sec. 14, Twp 02N, Rge 38E, B.M.
#3 GROUND WATER BONNEVILLE County	NE1/4SW1/4	Sec. 14, Twp 02N, Rge 38E, B.M.
#4 GROUND WATER BONNEVILLE County	NE1/4SW1/4	Sec. 14, Twp 02N, Rge 38E, B.M.
#5 GROUND WATER BONNEVILLE County	NE1/4SE1/4	Sec. 15, Twp 02N, Rge 38E, B.M.
#6 GROUND WATER BONNEVILLE County	SE1/4SW1/4	Sec. 10, Twp 02N, Rge 38E, B.M.
#7 GROUND WATER BONNEVILLE County	NE1/4SE1/4	Sec. 14, Twp 02N, Rge 38E, B.M.
#8 GROUND WATER BONNEVILLE County	NW1/4NW1/4	Sec. 11, Twp 02N, Rge 38E, B.M.
#9 GROUND WATER BONNEVILLE County	SW1/4NW1/4	Sec. 11, Twp 02N, Rge 38E, B.M.

4. Water will be used for the following purposes:

<u>Purpose</u>	<u>From</u> <u>To</u>	<u>RATE OF DIVERSION</u>	<u>ANNUAL VOLUME</u>
MUNICIPAL	01/01 to 12/31	9.99 CFS	

5. Total quantity to be appropriated is: 9.99 CFS

6. Proposed diverting works:

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR PERMIT

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POINT OF DIVERSION #1

- a. Type and size of devices used to divert water from the source: WELL/PUMP TO MUNICIPAL
- b. Height of storage dam _____ feet;
Active reservoir capacity _____ acre-feet;
Total reservoir capacity _____ acre-feet;.
- c. Proposed well diameter is _____ inches;
Proposed depth of well is _____ feet.
- d. Is ground water with a temperature of greater than 85F being sought?
- e. If well is already drilled, when? _____;
Drilling Firm _____;
Drilling Permit No. _____.

POINT OF DIVERSION #2

- a. Type and size of devices used to divert water from the source: WELL/PUMP TO MUNICIPAL
- b. Height of storage dam _____ feet;
Active reservoir capacity _____ acre-feet;
Total reservoir capacity _____ acre-feet;.
- c. Proposed well diameter is _____ inches;
Proposed depth of well is _____ feet.
- d. Is ground water with a temperature of greater than 85F being sought?
- e. If well is already drilled, when? _____;
Drilling Firm _____;
Drilling Permit No. _____.

POINT OF DIVERSION #3

- a. Type and size of devices used to divert water from the source: WELL/PUMP TO MUNICIPAL
- b. Height of storage dam _____ feet;
Active reservoir capacity _____ acre-feet;
Total reservoir capacity _____ acre-feet;.
- c. Proposed well diameter is _____ inches;
Proposed depth of well is _____ feet.
- d. Is ground water with a temperature of greater than 85F being sought?
- e. If well is already drilled, when? _____;
Drilling Firm _____;
Drilling Permit No. _____.

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR PERMIT

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POINT OF DIVERSION #4

- a. Type and size of devices used to divert water from the source: WELL/PUMP TO MUNICIPAL
- b. Height of storage dam _____ feet;
Active reservoir capacity _____ acre-feet;
Total reservoir capacity _____ acre-feet;.
- c. Proposed well diameter is _____ inches;
Proposed depth of well is _____ feet.
- d. Is ground water with a temperature of greater than 85F being sought?
- e. If well is already drilled, when? _____;
Drilling Firm _____;
Drilling Permit No. _____.

POINT OF DIVERSION #5

- a. Type and size of devices used to divert water from the source: WELL/PUMP TO MUNICIPAL
- b. Height of storage dam _____ feet;
Active reservoir capacity _____ acre-feet;
Total reservoir capacity _____ acre-feet;.
- c. Proposed well diameter is _____ inches;
Proposed depth of well is _____ feet.
- d. Is ground water with a temperature of greater than 85F being sought?
- e. If well is already drilled, when? _____;
Drilling Firm _____;
Drilling Permit No. _____.

POINT OF DIVERSION #6

- a. Type and size of devices used to divert water from the source: WELL/PUMP TO MUNICIPAL
- b. Height of storage dam _____ feet;
Active reservoir capacity _____ acre-feet;
Total reservoir capacity _____ acre-feet;.
- c. Proposed well diameter is _____ inches;
Proposed depth of well is _____ feet.
- d. Is ground water with a temperature of greater than 85F being sought?
- e. If well is already drilled, when? _____;
Drilling Firm _____;
Drilling Permit No. _____.

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR PERMIT

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POINT OF DIVERSION #7

- a. Type and size of devices used to divert water from the source: NEW WELL/PUMP TO MUNI
- b. Height of storage dam _____ feet;
Active reservoir capacity _____ acre-feet;
Total reservoir capacity _____ acre-feet;.
- c. Proposed well diameter is _____ inches;
Proposed depth of well is _____ feet.
- d. Is ground water with a temperature of greater than 85F being sought?
- e. If well is already drilled, when? _____;
Drilling Firm _____;
Drilling Permit No. _____.

POINT OF DIVERSION #8

- a. Type and size of devices used to divert water from the source: NEW WELL/PUMP TO MUNI
- b. Height of storage dam _____ feet;
Active reservoir capacity _____ acre-feet;
Total reservoir capacity _____ acre-feet;.
- c. Proposed well diameter is _____ inches;
Proposed depth of well is _____ feet.
- d. Is ground water with a temperature of greater than 85F being sought?
- e. If well is already drilled, when? _____;
Drilling Firm _____;
Drilling Permit No. _____.

POINT OF DIVERSION #9

- a. Type and size of devices used to divert water from the source: WELL/PUMP TO MUNICIPAL
- b. Height of storage dam _____ feet;
Active reservoir capacity _____ acre-feet;
Total reservoir capacity _____ acre-feet;.
- c. Proposed well diameter is _____ inches;
Proposed depth of well is _____ feet.
- d. Is ground water with a temperature of greater than 85F being sought?
- e. If well is already drilled, when? _____;
Drilling Firm _____;
Drilling Permit No. _____.

7. Time required for the completion of the works and application of the water to the proposed beneficial use is 5 year(s).

8.

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PLACE OF USE: MUNICIPAL

Twp Rge Sec	NE				NW				SW				SE				Totals
	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
02N 38E 10	X	X	X	X								X			X	X	
02N 38E 11									X	X	X	X					
02N 38E 13						X	X	X									
02N 38E 14	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	
02N 38E 15	X	X			X	X							X	X	X	X	
02N 38E 16	X																
02N 38E 22	X																
02N 38E 23	X	X	X	X	X	X	X	X					X	X			

9a. Who owns the property at the point of diversion? If other than applicant, describe the arrangement enabling the applicant to make this filing.

APPLICANT

9b. Who owns the land to be irrigated or place of use? If other than applicant, describe the arrangement enabling the applicant to make this filing.

APPLICANT

10. Remarks:
future development

11. Map of proposed point of diversion and place of use attached? ☒

BE IT KNOWN that the undersigned hereby makes application for permit to appropriate the public waters of the State of Idaho as herein set forth.

K. Scott Bruce, Manager
Applicant

Received by DC Date 8/26/2004 Time 12:00 Preliminary check by DC
Publication prepared by SC Date 10/7 & 10/14 Published in Post Register
Publication approved _____ Date _____

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR PERMIT

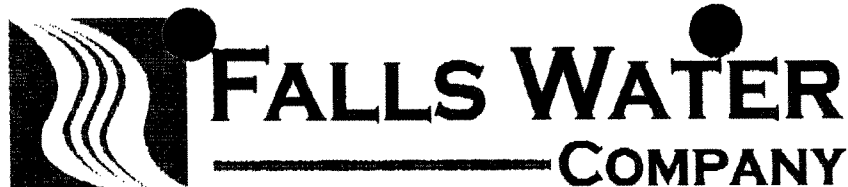
To appropriate the public water of the State of Idaho

Receipt No. 2030183

Date: 8/26/2004

Received by: DL





1770 Sabin Dr., Idaho Falls, Idaho 83406
Website: www.fallswater.com

Tel.: (208) 522-1300
Fax: (208) 522-4099

Fax

To:	IDWR Attn: Dave Carlson	From:	Scott Bruce
Fax:	525-7177	Pages:	5 including cover
Phone:	525-7161	Date:	8/26/2004
Re:	Falls Water Co. - Well Lease Agreement	CC:	

☐ Urgent ☒ For Review ☐ Please Comment ☐ Please Reply ☐ Please Recycle

SHOWN TO: KWF
OLDEN, KIDWELL, HAHN, & CRAPO, P.L.L.C.
O. BOX 50130
IDAHO FALLS, IDAHO 83405

1025388 AUG 7 '00 PM 2 22

LEASE AND EASEMENT AGREEMENT

This agreement is made on this 27th day of July, 2000 by and between Evans Grain & Elevator Co., P.O. Box 3765, Ogden, Utah 84409 ("Evans"), a Utah corporation, and Falls Water Company, Inc., 405 11th Street, Idaho Falls, ID 83404 ("FWC"), an Idaho corporation.

FWC operates several wells pumping water through pipelines to service the water needs of many domestic water users in the Idaho Falls area. Evans owns property in Iona which has a well located on it that FWC desires to lease.

- 1) For and in consideration of the mutual promises and the payments specified herein, Evans hereby agrees to lease the well located on its property described in Exhibit "A" attached hereto to FWC. Evans also hereby grants to FWC in connection with the lease a temporary easement upon and across the property described in Exhibit "A" for the location and installation of a pump and other essential equipment and facilities to divert water from said well, and a buried pipeline to transport such water from said well to a point where such water will be introduced into the existing system of FWC. The easement hereby granted includes the right of access to such property for the operation, maintenance, inspection, repair, rehabilitation or replacement of the well, diversion equipment and pipeline, and for the protection of such well and property as may be required of FWC by applicable Idaho Department of Health and Welfare regulations.
- 2) The term of the lease and temporary easements will be for 10 years. FWC shall pay to Evans \$1,200 as the lease amount for the first lease year due and payable on the first day of the lease. This lease amount shall be increased by \$50 each subsequent year of the lease term. Thus, the lease amount for the last year of the 10-year term would be \$1,650. All lease payments will be due and payable in advance on the first day of each year of the lease. Any lease payment made later than 5 days past the first day of each lease year shall incur interest at the rate of 1 1/2% per month from the date it was due until paid. If the lease payment is not made within 30 days of the lease payment date this lease will be in default. This late payment penalty provision shall not limit Evans' right to terminate or otherwise pursue remedies upon default.
- 3) FWC shall maintain the area around the well. FWC shall be responsible for all maintenance deemed by them to be necessary to maintain the operational status of the well including the pump and all associated piping and easements. All utilities shall be paid by FWC.
- 4) Evans makes no guarantee or warranties relating to the operation of the well for any purpose. FWC recognizes and accepts the inherent risk associated with the land, the aged condition of the well, and the water, which will be received out of the well and agrees to save and hold harmless Evans against any loss, claim or cost by reason of a liability claim brought by any person or entity including FWC allegedly suffering a personal injury or property damage in some way attributable to the well, water, its equipment or operation thereof by reason of FWC's use.
- 5) FWC agrees to maintain a policy of liability insurance in a minimum amount of One Million Dollars (\$1,000,000) to be effective at all times while this agreement is in effect. Evans will be named as an additional insured on FWC's policy and receive a certificate of insurance annually indicating the policy is in effect.
- 6) This lease shall not be sub-leased or assigned to any other party without the prior written consent of Evans.
- 7) If Evans decides to sell its property which may include the well site, this lease may be assigned to the new owner of the property by Evans.
- 8) FWC shall use the well strictly for supplying water to domestic water users in the Idaho Falls area.

9) FWC agrees to lease up to 5.56 CFS from Evans. The lease for the water rights will be for a 3-year term. The lease amount for the water would be \$200 per year for each CFS Evans is able to transfer to FWC up to 5.56 CFS. The water right lease will be renewable at Evans option for 2 additional 3-year terms. The water right lease terms as noted above will be encompassed in a separate lease agreement. FWC agrees to cooperate with Evans and its attorney to effectuate the transfer of the water rights and to sign the water rights lease agreement.

10) Failure to strictly comply with the provisions of this agreement shall constitute default. Upon default, either party may pursue any lawful remedy without prior notice. In addition to other remedies allowed by law, either party may terminate this lease provided that prior to termination the party claiming default shall give written notice specifying the grounds upon which termination will be made and providing a ten (10) day period within which the default may be cured. If the default is not cured, the party may proceed with the termination.

11) In the event of default, the defaulting party shall pay all costs and attorney's fees incurred by the other in enforcing the provisions of this agreement, whether or not an actual lawsuit is filed. Failure to pay such fees and costs shall constitute a default.

12) This agreement supersedes all prior lease negotiations between the parties and is based upon no representation or warranties except as expressly set forth herein.

13) Any notice by either party pursuant to the provisions of this lease shall be mailed to the proper address provided above, by certified mail, return receipt requested. Notice shall be effective as of the date of the first attempted delivery by the postal service.

Dated this 31st day of July, 2000.

FALLS WATER COMPANY, INC.

Kelly D. Howell

By Kelly D. Howell, title President

EVANS GRAIN & ELEVATOR CO.

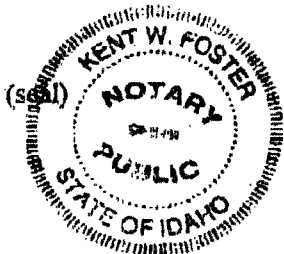
Brian Kappala

By Brian Kappala, title Sec. (Treas.)

STATE OF IDAHO)
)ss.
County of Bonneville)

On the 26th day of July, 2000, before me the undersigned, a notary public in and for the said State, personally appeared KELLY D. HANSELL, known or identified to me to be one of the members of Falls Water Company, Inc., and acknowledged to me that he/she executed the same in said corporation name.

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



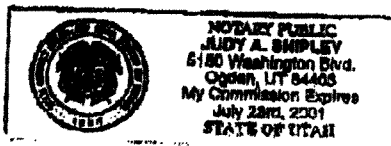
Kent W. Foster
Notary Public for Idaho
Residing at Idaho Falls, Idaho
My commission expires: 4/20/2004

STATE OF Utah)
COUNTY OF Wasatch)

On the 31st day of July, 2000, before me the undersigned, a notary public in and for said State, personally appeared David Kappeler, known or identified to me to be one of the members of Evans Grain & Elevator Co., and acknowledge to me that he/she executed the same in said corporation name.

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

(seal)



Judy A. Shipley
Notary Public for Utah
Residing at Ogden, Utah
My commission expires: 7/23/2001

INSTRUMENT NO.	<u>1028388</u>
DATE	<u>8-7-2000</u>
INST. CODE	<u>810</u>
IMAGED PGS	<u>4</u>
FEE	<u>12.00</u>
STATE OF IDAHO) COUNTY OF BONNEVILLE) ss	
I hereby certify that the within instrument was recorded.	
Donald Longmore, County Recorder	
By <u>Raney</u>	Deputy
Request of <u>Norden, Edwille</u>	

Exhibit "A"

Legal Description of Evans Grain Land to be Leased by Falls Water Company

Beginning at a point that is N 89° 52' 18" W 97.20 feet from the South quarter corner 1-1/4 of Section 10, Township 2 North, Range 38 East of the Boise Meridian, and running thence in 1° 53' 13" W 254.16 feet; thence N 22° 39' 18" W 84.55 feet; thence N 1° 53' 13" W 30.76 feet; thence N 88° 06' 47" E 60.67 feet; thence S 1° 53' 13" E 100.00 feet; thence S 88° 06' 42" W 7.69 feet; thence S 1° 53' 13" E 264.78 feet to the South line of said Section 10; thence N 89° 52' 18" W along said South line, 23.01 feet to the point of beginning, containing 0.26 acres more or less, all located in the County of Bonneville, State of Idaho.