

WEISER IRRIGATION DISTRICT
P.O. BOX 591
WEISER, IDAHO 83672

NOVEMBER 4, 2005

DANIELLE FAVREAU
IDAHO DEPARTMENT OF WATER RESOURCES
322 EAST FRONT STREET
P.O. BOX 83720-0098
BOISE, IDAHO 83720-0098

RE: Mill Ditch

Dear Danielle:

I found some oooold files on the Mill Ditch. I am enclosing a copy of the Weiser City Water and Ditch agreement with Virgil Sweet. The last page is signed in 1961 by all the Board members stating that Virgil has completed the Mill Ditch enlargement.

I also found that the IDWR sent the Mill Ditch people a letter demanding installation of a measuring device to be installed in 1977 before any water would be turned in. A 10 foot wide weir was installed. I found readings from either 1977 or 1978 for the whole season.

We took over the Mill operation in 2000. I am including measurements for the month of May and June for 2000. The Weir was constricting the water flow and it was removed. We are now probably moving in excess of 1500 inches.

The maximum reading was .96 which yields 31.7 cfs on May 29. Your investigator drove by today, but did not stop to look at the site. Let me know if this is enough information to establish the Mill Ditch water right.

Sincerely yours,

Jay Edwards
Sec.

Enc.

RECEIVED

NOV 08 2005

Department of Water Resources

1977 or 1978

M. L. L. Ditch

Deputy Record

DATE	Gauge	CFS	Inches
3/19	.65	17.6	880
20	.65	17.6	880
21	.65	17.6	880
22	.65	17.6	880
23	.65	17.6	880
24	.65	17.6	880
25	.65	17.6	880
26	.65	17.6	880
27	.65	17.6	880
28	.65	17.6	880
29	.65	17.6	880
30	.65	17.6	880
31	.72	18.1	880
4/1	.	.	905
2	.	.	.
3	.64	17.2	860
4	.62	16.4	820
5	.60	15.6	780
6	.66	18.1	905
7	.56	14.1	705
8	.50	11.9	595
9	.46	10.5	525
10	.55	13.6	680
11	.49	11.5	575
12	.52	14.1	705
13	.73	21	1050
14	.82	25.9	1295
15	.75	22	1100
16	.74	21.4	1070
17	.85	26.4	1320
18	.84	25.9	1295
19	.	.	.
20	.80	24.1	1205
21	.80	24.1	1205
22	.80	.	.
23	.	.	.
24	.	.	.
25	.76	23.3	1165
26	.66	18.1	905
27	.66	18.1	905
28	.60	15.6	780
29	.58	14.9	745
30	.54	12.4	670
5/1	.58	14.9	745
2	.55	13.7	685
3	.57	14.5	725
4	.58	14.9	745
5	.52	14.1	705

Mill Ditch (Pg. 2)

Deputy Record

DATE	Gauge	CFS	Inches
5/7	.56	14.1	705
9	.57	14.5	725
10	.58	14.9	745
11	DAM WASHED OUT		
12			
13	.68	18.9	945
14	.70	19.9	995
15	.71	21	1050
16	.64	17.2	860
17	.68	18.9	945
18	.70	19.9	995
19	.84	25.9	1295
20	.72	20.6	1030
21			
22			
23			
24	.74	21.4	1070
25			
26	.70	19.9	995
27	.64	17	880
28	.70	19.9	995
29	.54	13.4	670
6/1			
4			
5	.42	9.16	458
6			
7	.80	11.9	595
8	.57	14.5	725
9	.78	23.2	1160
10			
11	.80	24.1	1205
12	.82	25	1250
13	.79	23.6	1180
14			
15	.76	22.3	1115
16	.74	20.3	1015
17			
18	.72	20.6	1030
19	.68	18.9	945
20	.66	18	900
21	.68	18.9	945
22	.70	19.7	995
23	.86	26.9	1345
24			
25			
26			
27			
28	.90	28.7	1435
29	.96	31.7	1585
30	.64	17	840

M.L.C. Dites (Pg 3)

Deputy Record

DATE	Gauge	CF-5	INCHES
7/1	70	19.7	985
2	72	20.6	1030
3	"	"	"
4	"	"	"
5	74	21.4	1070
6	"	"	"
7	64	17.2	860
8	67	18.5	925
9	64	17.2	860
10	71	19.7	985
11	67	18.5	925
12	71	19.7	985
13	"	"	"
14	72	20.6	1030
15	"	"	"
16	72	20.6	1030
17	71	19.7	985
18	70	19.7	985
19	66	17.2	860
20	"	"	"
21	70	19.7	985
22	"	"	"
23	72	20.5	1025
24	"	"	"
25	70	19.7	985
26	"	"	"
27	62	16	800
28	66	18	900
29	70	19.7	985
30	68	18.9	945
31	66	18	900
8/1	66	15.6	780
2	"	"	"
3	66	18	900
4	64	17.2	860
5	64	17.2	860
6	66	18	900
7	67	18.5	925
8	"	"	"
9	60	15.6	780
10	64	17.2	860
11	66	18	900
12	"	"	"
13	66	18	900
14	64	17.2	860
15	60	15.6	780
16	58	15.3	765
17	59	15.3	765

1 M.L.C. Data (Pgs)

Deputy Record

Date	Gauge	QFS	INCHES
8/20	.58	14.9	745
21	-	18	900
22	.66	-	-
23	-	-	-
24	-	-	-
25	-	-	-
26	-	-	-
27	.65	17.2	860
28	.66	18	900
29	.60	15.6	780
30	.58	14.9	745
31	.55	13.7	685
9/1	.52	12.6	630
2	.54	13.4	670

2000

May 14 winding back water a little

M.I. 4.5 put 3 2x6 in spill
opened 16 turns

Monroe 1.46

Dam 5.80 up 8 turns

May 15

M.I. 1.59 open 12 turns Right Hand gate
18" stem open

May 16

M.I. 1.62 open Left Hand gate 16 turns

Raised 3" opened to 5" on stem

Dam 5.85 open 4 turns

2.56 - 2.68 5.90

May 19

M.I. 1.74 open Left gate 1" - 6 turns

May 21

Dam 5.90 up 5 turns to 6.00

May 22

AM M.I. 1.78 open Left 2" to

Monroe 1.75

Afternoon M.I. 1.84 open Left 1"

Left gate open 9"

Right gate open 18"

W. 11 Ditch
10' pit.
measuring device

May 27

1.87 Inst Canal on gallery

Monroe 1.54

M.I. Ditch 1.72

Dam 5.85 open 5 turns
open Left gate 4" to 13"

June 9

.82 Mill Lowered each gate 2" to
.70

1.80 ~~Monroe~~ Monroe

June 10

1.73 Monroe

June 12

Rain

1.74 Monroe open spill - 1.63

June ~~12~~ 13

6.50 Dam 3.27 - 3.17 Rain

$$3.17 / 3.27 = 97\%$$

$$384 - 107 = 277 \times 50 = 13850$$

Down 14 turns to 6.10

June 15

~~3.17~~ ^{3.17} ~~Monroe~~ ^{Monroe} ~~out~~ ⁱⁿ ~~spill~~ ^{spill} ~~in~~ ⁱⁿ ~~power~~ ^{power}
6.60 Mill Ditch around spill in power
Medonichs Repaired

June 16

5.70 Dam up 12 turns 5.90

June 17

2.1 Inst. Ramps

1.65 Monroe

5.1 Mill Ditch open each gate 1 1/2" to 9 1/2"

June 18

1.89 Inst Ramps

1.54 Monroe

5.80 Dam up 12 turns 5.90

AGREEMENT

Between:
Weiser City Water Ditch and Irrigation Company
and
Virgil Sweet

Dated: Oct. 24, 1960
Recorded: Oct. 24, 1960

A G R E E M E N T

THIS AGREEMENT, Made and entered into at *Welser*, Idaho, this *24th* day of October, 1960, by and between WEISER CITY DITCH AND IRRIGATION DISTRICT, INC., a quasi-municipal corporation, organized and existing under and by virtue of the laws of the State of Idaho, party of the first part, and VIRGIL SWEET of Welser, Idaho, party of the second part;

WITNESSETH: That the party of the first part is the owner of a canal generally known as the Old Mill Ditch leading from a point on the North side of the Welser River to East Park Street in the City of Welser; that the party of the second part now has a water right or ditch right authorizing him to carry water through said ditch in a limited amount and it is the desire of the parties hereto to authorize the party of the second part to cause to be conducted through said ditch annually additional water in the amount of at least five hundred (500) miners inches per year, continuous flow, during the irrigation season of each year, a portion of which water shall be natural flow of the Welser River and the residue shall be water taken from the Crane Creek Reservoir by virtue of a storage right therein owned by the party of the second part and to carry out the purposes and intention of the parties it is hereby COVENANTED and AGREED as follows:

That the party of the second part shall, at his own expense, enlarge the canal now owned by the party of the first part from the spillway situate on the Wayne Mathis place about one and one-half miles below the head of said canal to the point of the junction of said canal and the Welser River sufficiently to enable said canal to carry at least five hundred (500) miners inches of water in addition to its present carrying capacity; that thereafter the party of the second part shall pay annually an undivided one-ninth (1/9th) portion of the cost of maintenance repair or reconstruction of said canal so owned by the party of the first part, payments to be made annually at the time when assessments are levied by said District upon the

1 other water users taking water from said canal, which payments the second party
2 agrees to make promptly upon being informed and advised as to the amounts there-
3 of.
4

5 In consideration of the promises and agreements of the party of the second part as
6 herein contained the party of the first part hereby grants to the party of the second
7 part the right to conduct through said canal so owned by the party of the first part
8 from the point where the same leads from the Weiser River to the spillway above
9 mentioned which is about one and one-half miles below the head of said ditch
10 five hundred (500) miners inches of the waters of the Weiser River or waters owned
11 by the party of the second part and stored in the Crane Creek Reservoir for use in
12 the irrigation of the lands now owned or which may hereafter be acquired by the
13 party of the second part, which lands now owned by the party of the second part
14 are described as follows:
15
16

17 The East Half of the Northeast Quarter; the Northeast Quarter
18 of the Southeast Quarter of Section Thirty-four (34); the
19 Northwest Quarter of the Southwest Quarter of Section Thirty-
20 five (35), all in Township Eleven (11) North of Range Five (5)
21 West of the Boise Meridian.

22 East Half of the Southwest Quarter of Section Thirty-four (34),
23 Township Eleven (11) North, Range Five (5) West of the Boise
24 Meridian and also such part of the Southeast Quarter of the
25 Northwest Quarter of Section Thirty-four (34) in said Township
26 and Range as lies South of the County Public Highway, and is
27 more particularly described as being such part of the Southeast
28 Quarter of the Northwest Quarter of said Section Thirty-four (34)
29 as lies South of the following described line, to-wit: Beginning
30 at a point on the South side of said Public Highway South 0°
31 05' West 1378 feet and South 89° 53' East 1328.8 feet from the
32 Northwest corner of said Section Thirty-four (34); thence run
33 along said South side of said Highway 73° 29' East 245.6 feet;
34 thence run South 67° 27' East 660 feet; thence run South 57° 27'
35 East 500 feet; thence run South 41° 09' East 100 feet to a point
36 0° 05' West 2066.3 feet from the Northwest corner of said Section
37 Thirty-four (34).

38 The Southeast Quarter of the Northeast Quarter of Section Three
39 (3), Township Ten (10) North of Range Five (5) West of the Boise
40 Meridian.

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The West Half of the West Half of Section Thirty-four (34) in Township Eleven (11) North of Range Five (5) West of the Boise Meridian.

Lots One (1) and Two (2) and the Southwest Quarter of the Northeast Quarter of Section Three (3) in Township Ten (10) North of Range Five (5) West of the Boise Meridian.

Tax Numbers Two (2), Three (3) and Eighteen (18) and the Southeast Quarter of the Southeast Quarter of Section Thirty-four (34) in Township Eleven (11) North of Range Five (5) West of the Boise Meridian.

All that part of the Northwest Quarter of Section Three (3), Township Ten (10) North of Range Five (5) West of the Boise Meridian lying North and East of the Weiser River.

The Southwest Quarter of the Southwest Quarter; the Southeast Quarter of the Southwest Quarter, and the Southwest Quarter of the Southwest Quarter of the Southeast Quarter, all in Section Twenty-seven (27) Township Eleven (11) North, Range Five (5) West of Boise Meridian.

Also, the North Half of the Northeast Quarter of the Northwest Quarter, and all that part of the East Half of the Northwest Quarter of Section Thirty-four (34), Township Eleven (11) North of Range Five (5) West of Boise Meridian, lying North of the public highway running through said Section Thirty-four (34) and described as follows, to-wit:

Beginning at a point on the North line of said Section Thirty-four (34) 1328.8 feet East of the Northwest corner of said Section; thence South 0° 5' West 1326 feet to the North line of the Public Highway running through said Section Thirty-four (34); thence along the North side of said Highway South 73° 29' East 245.6 feet; thence South 67° 27' East 660 feet; thence South 57° 27' East 500 feet; thence South 41° 9' East to a point 63.13 feet West of the East line of the Northwest Quarter of said Section Thirty-four (34); thence North 0° 5' East to the South line of the right-of-way of the Canal of the Weiser Irrigation District; thence East 63.13 feet to the East line of said Northwest Quarter of said Section Thirty-four (34); thence North 0° 5' East 1300.5 feet more or less to the Northeast corner of the said Northwest Quarter of said Section Thirty-four (34); thence West 1328.8 feet along the North line of said Section Thirty-four (34) to the place of beginning, containing 47.8 acres, more or less.

The South Half of the Northwest Quarter; the North Half of the Southwest Quarter of Section Twenty-six (26) and the South Half of the Northeast Quarter; the Southeast Quarter of the Northwest Quarter; the North Half of the Southwest Quarter; the North Half of the Southeast Quarter; and the Southeast Quarter of the Southeast Quarter of Section Twenty-seven (27) all in Township Eleven (11) North of Range Five (5) West of the Boise Meridian.

1 In addition to the foregoing lands the second party shall have the right to use said
2 water for the irrigation of such other lands as he may hereafter acquire in the vicin-
3 ity thereof and which can be irrigated from said canal.
4

5 By the term "natural flow of the Weiser River" is meant any right the party of the
6 second part may have to the flood waters of said River or any water right he may
7 have to the normal flow of the Weiser River and which is or may become appurtenant
8 to the above described lands and lands hereafter to be acquired by the second party.
9

10 The party of the first part shall be entitled to the management and control of the
11 operation of said canal and shall have the right to determine what maintenance work,
12 repair work or new construction shall be performed with respect to said canal at all
13 times during the life of this agreement.
14

15 This agreement shall run with the above described lands and shall be binding upon
16 the parties hereto, their successors, heirs, executors, administrators and assigns.
17

18 This instrument is given to correct a certain instrument dated June 1st, 1960,
19 recorded in Book 6 of Miscellaneous Instruments at Page 424 in the Office of the
20 County Recorder of Washington County, Idaho, on the 10th day of October, 1960,
21 wherein Virgil Sweet is party of the second part and the party of the first part is
22 erroneously designated as East Weiser Irrigation District when in truth and in fact
23 said first party should have been the said Weiser City Ditch and Irrigation District,
24 Inc.
25

26
27 IN WITNESS WHEREOF, The party of the first part has caused this instrument to be
28 subscribed in its corporate name by its President and attested by its Secretary and
29 its corporate seal to be hereunto impressed and the party of the second part has
30
31
32

hereunto set his hand and seal the day and year first above written.

WEISER CITY DITCH AND IRRIGATION DISTRICT, INC.

By Tom Dickson
President.

ATTEST:

Fred Kary
Secretary.

Party of the First Part.

Fred Kary (SEAL)
Party of the Second Part.

1 STATE OF IDAHO)
2 County of Washington) : ss.

3 On this 24th day of October, 1960, before me, the undersigned, a Notary
4 Public in and for said State, personally appeared VIRGIL SWEET known to me to be
5 the person whose name is subscribed to the foregoing instrument and acknowledged
6 to me that he executed the same.
7

8 IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal
9 the day and year in this certificate first above written.
10

11 Charles E. Jackson
12 Notary Public
13 Residing at Weiser, Idaho.

14 STATE OF IDAHO)
15 County of Washington) : ss.

16 On this 24th day of October, 1960, before me, the undersigned, a Notary
17 Public in and for said State, personally appeared TOM DICKERSON and FRED KORUP
18 known to me to be the President and Secretary, respectively, of Weiser City Ditch
19 and Irrigation District, Inc., the quasi-municipal corporation that executed the
20 foregoing instrument and acknowledged to me that they executed the same as such,
21 or the persons who executed the instrument on behalf of said Weiser City Ditch
22 and Irrigation District, Inc., and acknowledged to me that such Weiser City Ditch
23 and Irrigation District, Inc., executed the same.
24
25

26 IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year
27 in this certificate first above written.
28

29 Charles E. Jackson
30 Notary Public
31 Residing at Weiser, Idaho.
32

Weiser, Idaho
January 5, 1961

The directors of the Weiser City Ditch and Irrigation District, Inc., hereby signify their approval to the work done by Virgil Sweet during the fall of 1960 to the Old Mill Ditch.

Specifically, approval is given to a part of a contract dated October 24, 1960, (recorded in Washington County, Book 6, miscellaneous, page 432-4) between the above-mentioned parties that reads: "That the party of the second part (Virgil Sweet) shall, at his own expense, enlarge the canal now owned by the party of the first part from the spillway situated on the Wayne Mathis place about one and one-half miles below the head of said canal to the point of the junction of said canal and the Weiser River sufficiently to enable said canal to carry at least five hundred (500) miners inches of water in addition to its present carrying capacity;"

Tom Erickson

Philip Schmitt

W. P. Vandyke

Edmund W. Wether

W. H. L. Thompson

Fred Korp
Secretary