

Al Simpson - s11-12 and s13-14 request for design flows by phone msg on 11/6/06.

From: Phil Mann
To: Simpson, Al
Date: 11/6/2006 5:01:13 PM
Subject: s11-12 and s13-14 request for design flows by phone msg on 11/6/06.

s11-12 diversion mods design flow was 63 cfs and 33 cfs for a total of 96 cfs

s13-14 diversion mods design flow was 37 cfs and 69 cfs for a total of 106 cfs

screen flow agreements with ldg were;

s11screen =61 cfs

s12 screen =33 cfs

s13/14 combined screen =110 cfs

whats going on with these.

To DEPT. WATER RESOURCES

COEUR d'ALENE Id. 2819

% KEN 1-208-762-21819

From Right # 75-4197B

By Lloyd Morton

PH. 1-208-756-4510

P.O. Box 601

SALMON Id.

83467

318

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Instrument No. 92996

(Water User)
5-12

EASEMENT AGREEMENT

THIS INSTRUMENT, Made and entered into this 3rd day of May, 1958, by and between GEORGE and ORA HAMMON, husband and wife, GRAY BROTHERS by RAY GRAY, ROBERT J. and DORIS R. MORTON, husband and wife, DONALD E. and NAOMI OLSEN, husband and wife, MERLE and ILTA HOFFMAN, husband and wife, R. E. and BEA KEIRNES, husband and wife, CATHERINE STODDARD, a widow, hereinafter called Ditch Owners, and the STATE OF IDAHO for the use and benefit of the Department of Fish and Game, hereinafter called the Department, WITNESSETH:

That for and in consideration of the sum of ONE DOLLAR (\$1.00), cash in hand paid by the Department to the Ditch Owners, receipt whereof is hereby acknowledged, the Ditch Owners, being the owners in common of that certain ditch/canal located in Lemhi County, and known as Kane Ramey Ditch, have this day bargained and sold and by these presents do hereinafter grant, bargain, sell, convey, transfer and deliver unto the Department a permanent easement for the purposes of construction, operation, maintenance, alteration, renewal and removal of a self-cleaning fish screen and fish bypass thereto on, within, and across said canal or ditch at a point located within the Lot 3, Section 31, Township 21 North, Range 22 East, Boise Meridian, which point is approximately 1965 feet North and 265 feet West of the Southeast corner of Section 31.

Together with the right of ingress and egress for Department personnel or its authorized agent or agents on and over the right of way of said ditch or canal for the purposes herein designated, together with the right to remove debris, logs, log jams, mud or gravel bars, that may accumulate in the canal channel or ditch immediately above or below the fish screen and which have been caused to accumulate by installation of said fish screen.

The Department hereby covenants and agrees that the construction, operation, maintenance, renewal, and removal of said installations shall be accomplished by the Department at its sole expense and in such a manner as to not diminish the flow of water in said canal or ditch below said fish screen.

The Department further covenants and agrees that in the construction of its fish bypass that it will install a gate to provide for control of waters allowed to flow through said bypass during those periods of time that the supply of waters may be insufficient to operate the fish bypass without diminishing the flow of waters carried by the canal or ditch below said fish screen and when during said periods of time the operation of this control facility is demanded by the ditch owners.

In construction of the fish bypass, the Department will assume responsibility for the future stability of any dike, ditch, or canal bank, or similar structure penetrated by said bypass, in the immediate, contiguous and adjacent area disturbed by the penetration and installation of the bypass pipe.

In the event of any future alterations of the line or grade of the canal channel, ditch, or stream course necessitating changes in or relocation of the Department's installations, the Department at its expense will make such changes in or relocation of its installations as may be necessary in connection with such alterations. The Ditch Owners hereby grant, covenant and agree that in the event the line and/or grade of the canal channel, ditch, or stream course is changed necessitating relocation of the Department's installations in said canal channel or ditch, that during such periods of time when waters expense there in the operations of their canal, that during such periods of time when waters expense to their heads are available, their canal headgate will be so regulated as to divert into said canal the additional waters needed to operate said fish bypass.

All such installations placed on, within and across said canal or ditch by the Department shall be and remain the property of the Department and may be removed by the Department at any time.

All expenditures to be made by the Department under the provisions of this agreement shall be subject to appropriations being available for the purpose.

IN WITNESS WHEREOF, The parties hereto have hereunto set their hands and seals, the day and year first above written.

Donald E. Olsen
Naomi Olsen
Robert J. Morton
Doris R. Morton
Geo. Hammon
Ora Hammon

(SEAL)
(SEAL)
(SEAL)
(SEAL)
(SEAL)
(SEAL)

Ditch Owners
Merle Hoffman
Ilta Hoffman
Gray Bros. by Ray Gray
Catherine Stoddard
R. E. Keirnes
Bea Keirnes

(SEAL)
(SEAL)
(SEAL)
(SEAL)
(SEAL)
(SEAL)

Department
STATE OF IDAHO
Department of Fish and Game
By Ross Leonard
Ross Leonard, Director

STATE OF IDAHO } as
County of Lemhi }

On this 3rd day of May in the year 1958, before me, the undersigned, a Notary Public in and for said State, personally appeared Donald E. Olsen, Naomi Olsen, Robert J. Morton, Doris R. Morton, Geo. Hammon, Ora Hammon, Merle Hoffman, Ilta Hoffman, Ray Gray, Catherine Stoddard, R. E. Keirnes, and Bea Keirnes known to me to be the persons whose names are subscribed to the within instrument, as Ditch Owners, and acknowledged to me that they executed the same.

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)

Charles Herndon
Notary Public for the State of Idaho
Residing at Salmon, Idaho
My commission expires 2-14-59

STATE OF IDAHO } as
County of Ada }

On this 6th day of May in the year 1958, before me, the undersigned, a Notary Public in and for said State, personally appeared ROSS LEONARD, known to me to be the Director of the State of Idaho Department of Fish and Game, that executed the said instrument, and acknowledged to me that the State of Idaho Department of Fish and Game executed the same.

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

Anna Mastro
Notary Public for the State of Idaho
Residing at Boise, Idaho
My commission expires 6-1-58
(SEAL)