

RECEIVED
NOV 18 2010
DEPARTMENT OF
WATER RESOURCES

**IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS**

**AFFIDAVIT OF PAUL L.
ARRINGTON**

3. Attached hereto, as Exhibit B, is a true and correct copy of a *Waterways Transport Agreement*, dated May 12, 1978, between Crater Farms, Inc. (Willard O. Bell) and the BLRID;

4. Attached hereto, as Exhibit C, is a true and correct copy of a *Waterways Transport Agreement*, dated June 5, 1979, between Crater Farms, Inc. (Willard O. Bell) and the BLRID;

5. Attached hereto, as Exhibit D, is a true and correct copy of a *Pumping Agreement*, dated May 6, 1980, between Crater Farms, Inc. (Willard O. Bell) and the BLRID;

6. Attached hereto, as Exhibit E, is a true and correct copy of an *Order Adopting Proposed Memorandum*, dated May 19, 1986, as contained in the backfile for water right 37-7037, on the IDWR website;

7. Attached hereto, as Exhibit F, is a true and correct copy of the *Beneficial Use Field Report* for water right 37-7037, as contained in the backfile for water right for water right 37-7037, on the IDWR website;

8. Attached hereto, as Exhibit G, is a true and correct copy of the *Request for Extension of Time*, dated September 1, 1985, as contained in the backfile for water right for water right 37-7037, on the IDWR website;

9. Attached hereto, as Exhibit H, is a true and correct copy of a letter, dated January 12, 1998, from Rita M. Lundy, Acting Office Manager for BLRID, to Crater Farms (Willard O. Bell).

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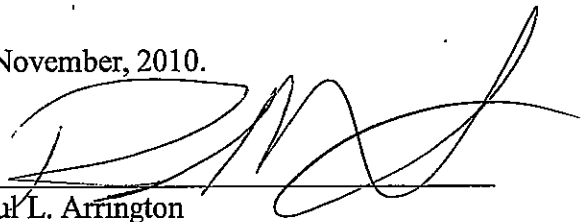
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FURTHER YOUR AFFIANT SAYETH NAUGHT.

DATED this 17th day of November, 2010.


Paul L. Arrington

STATE OF IDAHO)
) ss.
County of Twin Falls)

On this 17th day of November, 2010, before me, a Notary Public for said County and State, personally appeared PAUL L. ARRINGTON, known or identified to me the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same




NOTARY PUBLIC FOR IDAHO
Residing at: Twin Falls
My commission expires: 4/3/12

CERTIFICATE OF SERVICE

I hereby certify that on the 17th day of November, 2010, I served a true and correct copy of the foregoing document(s) on the person(s) listed below, in the manner indicated:

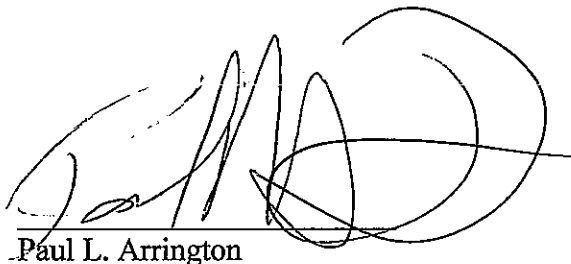
IDWR Document Depository
P.O. Box 83720
Boise, Idaho 83720-0098

Chief, Natural Resources Division
Office of the Attorney General
State of Idaho
P.O. Box 44449
Boise, Idaho 83711-44449

United States Department of Justice
Environment and Natural Resource Division
550 West Fort St., MSC 033
Boise, Idaho 83724

Robert L. Harris
P.O. Box 50130
Idaho Falls, ID 83405

W. Kent Fletcher
FLETCHER LAW OFFICE
P.O. Box 248
Burley, Idaho 83318-0248



Paul L. Arrington

Exhibit A

1978

AGREEMENT

THIS AGREEMENT, made and Entered into this 14 day of June 1974, by and between Bob Lowe ~~and~~ Crocker Farms, Inc. of Arco, Butte County, State of Idaho, and THE BIG LOST RIVER IRRIGATION DISTRICT, and Irrigation District duly organized under the laws of the State of Idaho, with its principal office in Mackay, Custer County, State of Idaho.

WITNESSETH:

WHEREAS, _____ is the owner of certain rights to well waters with a point of diversion in the $\frac{1}{2}$ Section 14, All section 15 $\frac{1}{2}$ Sec. 22 NW $\frac{1}{4}$, SE $\frac{1}{4}$, SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ E $\frac{1}{2}$ SW $\frac{1}{4}$ Sec. 23 Township 3 N. Range 26 EBM also Section 33, Twp 5 Rgs 26 SE $\frac{1}{4}$ SW $\frac{1}{4}$, NE $\frac{1}{4}$ SE $\frac{1}{4}$ (enter property description)

in the amount of approximately 1000 miners inches of capacity

and desires to transport said waters through an existing canal of District for use at a point other than the point of diversion:

WHEREAS, the District is the owner of a canal known as the MUNNICK Canal, being a part of the facilities of the District for the transmission of decreed and storage waters within the boundaries of said District; and,

WHEREAS, Crocker Farms desires to transport said waters described above through the said MUNNICK Canal to the end of said canal at the boundaries of the District, and thereafter beyond said boundary onto land owned by Crocker Farms outside the boundary lines of the District, to the end that said waters would be used on lands described as the

$\frac{1}{2}$ Sec. 14, All Section 15, $\frac{1}{2}$ Sec. 22 NW $\frac{1}{4}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$ E $\frac{1}{2}$ SW $\frac{1}{4}$ Section 23, Twp 3 N. Range 26
(enter property description)

NOW, THEREFORE, it is mutually agreed as follows:

1. Bob Lowe may transport the well waters with the point of diversion at Arco Diversion in the amount of approximately 600 miners inches capacity, in and through the said MUNNICK Canal owned by the District, subject to the terms and conditions of this agreement.

2. Crocker Farm shall construct and maintain at their own expense, any additional ditch, structures, or other improvements, other than the existing Munice Canal, that might be required to make the waters available to the land of Crocker Farm.

3. The right of Crocker Farm as set forth above is subordinated to all existing and prior rights for the transportation of waters of the District in and through said Munice Canal, and the right granted herein is granted only as long as there is sufficient additional capacity in Munice Canal beyond the needs and uses of District to carry said waters of Crocker Farm. The determination of the availability of additional capacity in Munice Canal shall be the sole determination of District.

4. Crocker Farm shall pay a proportionate part of the annual operation and maintenance cost of the Munice Canal as a toll charge, said amount to be set by District on the same basis as other toll charges made concerning like rights; Bob Lane shall notify District of the number of acres that have been irrigated by Crocker Farm with said waters each year.

5. That no water rights, transmission rights, or ditch rights, in the Munice Canal shall accrue to Crocker Farm by reason of this Agreement, the rights of said Crocker Farm being contained only in the terms of this Agreement.

6. This Agreement shall remain in full force and effect until the 1st day of Jan, 1975, and may be renewed from year to year by mutual written consent of the parties.

IN WITNESS WHEREOF, the individual parties have hereunto set their hands the day and year first above written and the District has caused these presents to be executed by its President and Secretary.

re-newed for 1975

Ronald L. Lane Crocker Farm
Vernon E. Warner Bob Lane
approved: Vernon E. Warner, Pres.

ATTEST:

THE BIG LOST RIVER IRRIGATION DISTRICT

By Vernon E. Warner
President

James A. Bahrke
Secretary

(SEAL)

Renewed for 1975
Crocker Farm - Bob Lane
Ronald L. Lane
Approved Vernon E. Warner

approved for 1977 Vernon E. Warner 1977 Crocker Farm
Vernon E. Warner, Pres. Ronald L. Lane Pres.

STATE OF IDAHO

County of Butte ss.

ON THIS 20th day of June, 1974, before me,
the undersigned, a Notary Public in and for said county and state, personally
appeared, Ronald M. Sene and known to me to
be the person(s) whose names are subscribed to the within instrument, 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.



William A. Carter
NOTARY PUBLIC for State of Idaho
Residence Arco Idaho

STATE OF IDAHO } ss.
County of _____

ON THIS 27th day of July, 1974, before me the
undersigned, a Notary Public in and for said County and State, personally
appeared Vernon E. Warner and James A. Sullivan known to me to
be the President and Secretary respectively, of the Corporation that executed
the foregoing instrument, and acknowledged to me that such Corporation 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.



William A. Carter
NOTARY PUBLIC for the State of Idaho
Residence: Arco Idaho

Exhibit B

Amended
2004

WATERWAYS TRANSPORT AGREEMENT

THIS AGREEMENT, made and entered into this 12th day of May 1977, by and between Willard O. Bell ~~xxx~~ and Crater Farms, Inc. of Arco, Butte County, State of Idaho, and THE BIG LOST RIVER IRRIGATION DISTRICT, and Irrigation District duly organized under the laws of the State of Idaho, with its principal office in Mackay, Custer County, State of Idaho.

WITNESSETH Crater Farms

WHEREAS, Willard O. Bell is the owner of certain rights to well waters with a point of diversion in the $\frac{1}{2}$ Section 14, All Section 15 NW $\frac{1}{4}$, Sec. 22, NW $\frac{1}{4}$, SE $\frac{1}{4}$, SW $\frac{1}{4}$ of the NE $\frac{1}{4}$

(enter property description here)

E $\frac{1}{2}$ SW $\frac{1}{4}$, Sec. 23, Twp. 3 N., R. 26 EBM. Also Sec. 33, Twp. 5, R. 26 SE $\frac{1}{4}$ SW $\frac{1}{4}$, NE $\frac{1}{4}$ SE $\frac{1}{4}$

in the amount of approximately 1000 miners inches of capacity and desires to transport said waters through an existing canal of District for use at a point other than the point of diversion:

WHEREAS, the District is the owner of a canal known as the Munsey Canal, being a part of the facilities of the District for the transmission of decreed and storage waters within the boundaries of said district, and,

Crater Farms

WHEREAS, Willard O. Bell desires to transport said waters described above through said Munsey Canal to the end of said canal at the boundaries of the District, and thereafter beyond said boundary onto land owned by Willard O. Bell, Crater Farms outside the boundary lines of the district, to the end that said waters would be used on lands described as the

W $\frac{1}{2}$, Sec. 14, all Sec. 15, NW $\frac{1}{2}$ Sec. 22, NW $\frac{1}{4}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$

E $\frac{1}{2}$ SW $\frac{1}{4}$, Sec. 23, Twp. 3 N. R. 26.

(enter property description)

NOW, THEREFORE, it is mutually agreed as follows:

1. Willard O. Bell may transport the well waters with the point of diversion at Arco Diversion in the amount of approximately 600 miners inches capacity, in and through the said Munsey canal owned by the District, subject to the terms and conditions of this agreement.

page two

2. Willard O. Bell, Crater Farms shall construct and maintain at their own expense, any additional ditch, structures, or other improvements, other than the existing Munsey Canal, that might be required to make the waters available to the land of Willard O. Bell, Crater Farms.

3. The right of Crater Farms
Willard O. Bell, as set forth above is subordinated to all existing and prior rights for the transportation of waters of the District in and through said Munsey Canal, and the right granted herein is granted only as long as there is sufficient additional capacity in Munsey Canal beyond the needs and uses of District to carry said waters of Willard O. Bell, Crater Farms. The determination of the availability of additional capacity in Munsey Canal shall be the sole determination of District.

4. Willard O. Bell, Crater Farms shall pay a proportionate part of the annual operation, and maintenance, ~~assessment, and overhead~~ ^{assessment, and overhead} of the District as a toll charge, said amount to be set by District on the same basis as other toll charges made concerning like rights; Willard O. Bell shall notify District of the number of acres that have been irrigated by Crater Farms with said waters each year.

5. That no water rights, transmission rights, or ditch rights, in the Munsey Canal shall accrue to Willard O. Bell, Crater Farms, Inc by reason of this agreement, the rights of said Willard O. Bell, Crater Farms, Inc. being contained only in the terms of this Agreement.

6. This agreement shall remain in full force and effect until the 1st day of January, 1978, and may be renewed from year to year by mutual written consent of the parties.

IN WITNESS WHEREOF, the individual parties have hereunto set their hands the day and year first above written and the District has caused these presents to be executed by its President and Secretary.

Crater Farms Inc
Willard O. Bell, pres.

THE BIG LOST RIVER IRRIGATION DISTRICT

by J. Bayle
President

ATTEST:

Secretary

OFFICIAL

SEAL

STATE OF IDAHO)
COUNTY OF Custer)

ON THIS 6 day of June, 1978, before me,
the undersigned, a Notary Public in and for said county and state, personally
appeared William O. Ball and _____
known to me to be the person(s) whose name(s) are subscribed to the within
instrument, and acknowledged to me that they (he) 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.

S E A L

Rita M. Lundberg
NOTARY PUBLIC for STATE OF IDAHO

residing at Mackay Idaho

STATE OF IDAHO)
COUNTY OF Custer)

ON THIS 6 day of June, 1978, before me the
undersigned, a Notary Public in and for said County and State, personally
appeared J. Doyle Jensen and Richard C. Rathwell
known to me to be the President and Secretary respectively, of the corporation
that executed the foregoing instrument, and acknowledged to me that such
Corporation 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.

S E A L

Rita M. Lundberg
NOTARY PUBLIC for STATE OF IDAHO

residing at Mackay, Idaho

Exhibit C

WATERWAYS TRANSPORT AGREEMENT

THIS AGREEMENT, made and entered into this 5 day of June 1979, by and between Crater Farms and Arco, Butte County, State of Idaho, and THE BIG LOST RIVER IRRIGATION DISTRICT, and Irrigation District duly organized under the laws of the State of Idaho, with its principal office in Mackay, Custer County, State of Idaho.

WITNESSETH:

WHEREAS, Crater Farms is the owner of certain rights to well waters with a point of diversion in the E $\frac{1}{2}$ SW $\frac{1}{4}$ SEC. 23 Twp 3 N R 26 also Sec. 33 Twp 5/26 SE $\frac{1}{4}$ SW $\frac{1}{4}$, NE $\frac{1}{4}$ SE $\frac{1}{4}$
(enter property description here)

in the amount of approximately 1000 miners inches of capacity and desires to transport said waters through an existing canal of District for use at a point other than the point of diversion:

WHEREAS, the District is the owner of a canal known as the Munsey Canal, being a part of the facilities of the District for the transmission of decreed and storage waters within the boundaries of said district, and,

WHEREAS, Crater Farms desires to transport said waters described above through said Munsey Canal to the end of said canal at the boundaries of the District, and thereafter beyond said boundary onto land owned by Crater farms outside the boundary lines of the district, to the end that said waters would be used on lands described as the

W $\frac{1}{2}$, Sec. 14, all sec. 15 N $\frac{1}{2}$ sec. 22 NW $\frac{1}{4}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$, NE $\frac{1}{4}$
(enter property description) E $\frac{1}{2}$ SW $\frac{1}{4}$, Sec. 23 t 3/26

NOW, THEREFORE, it is mutually agreed as follows:

1. Crater farms may transport the well waters with the point of diversion at Arco diversion in the amount of approximately 600 miners inches capacity, in and through the said Munsey canal owned by the District, subject to the terms and conditions of this agreement.

WATERWAYS TRANSPORT AGREEMENT

Page two

2. Crater farms shall construct and maintain at their own expense any additional ditch, structures, or other improvements, other than the existing Munsey Canals that might be required to make the waters available to the land of crater farms.
3. The right of crater farms as set forth above is subordinated to all existing and prior rights for the transportation of waters of the District in and through said Munsey Canal, and the right granted herein is granted only as long as there is sufficient additional capacity in Munsey Canal beyond the needs and uses of District to carry said waters of crater. The determination of the availability of additional capacity in Munsey Canal shall be the sole determination of District.
4. Crater farms Shall pay a proportionate part of the annual overhead assessment, operation and maintenance costs of the District Canal as a toll charge, said amount to be set by District on the same basis as other toll charges made concerning like rights; crater farms shall notify District of the number of acres that have been irrigated by crater farms with said waters each year.
5. That no water rights, transmission rights, or ditch rights, in the Munsey Canal shall accrue to crater farms by reason of this agreement, the rights of said crater being contained only in the terms of this agreement.
6. This agreement shall remain in full force and effect until the 5th day of june 1980, and may be re-nued from year to year by mutual written consent of the parties.

IN WITNESS WHEREOF, the individual parties have hereunto set their hands the day and year first above written and the District has caused these presents to be executed by its President and Secretary

ATTEST:

By Vernon E. Wanner
Secretary-treasurer date

Crater farms Inc
by William D. Bellus 6/5/79
requestor date

J. B. Oyle
President date
The Big Lost River Irrigation District

O F F I C I A L

S E A L

STATE OF IDAHO)
COUNTY OF Custer)

ON THIS 5th day of June, 1977, before me,
the undersigned, a Notary Public in and for said county and state, personally
appeared William O. Bell and _____
known to me to be the person(s) whose name(s) are subscribed to the within
instrument, and acknowledged to me that they (he) 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.

S E A L

Rita M. Lundell
NOTARY PUBLIC for STATE OF IDAHO
residing at Mackay Idaho

STATE OF IDAHO)
COUNTY OF Custer)

ON THIS 5 day of June, 1977, before me the
undersigned, a Notary Public in and for said County and State, personally
appeared J. Wayne Jensen and Walter W. Jensen
known to me to be the President and Secretary respectively, of the corporation
that executed the foregoing instrument, and acknowledged to me that such
Corporation 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.

S E A L

Rita M. Lundell
NOTARY PUBLIC for STATE OF IDAHO
residing at Mackay, Idaho

Exhibit D

PUMPING AGREEMENT

THIS AGREEMENT, made and entered into this 6th day of May
19 80, by and between Willard O. Bell for Crater farms, inc.

County, State of Idaho, and THE BIG LOST RIVER
IRRIGATION DISTRICT (District), duly organized under the laws of the State of
Idaho, with its principal office in Mackay, Custer County, Idaho

WITNESSETH:

WHEREAS, Willard O. Bell desires to pump 1000
miner's inches of pump water into the District water system and receive 800
miner's inches of water from the District system through the Munsey** Canal,
with its point of diversion at (legal description): ** island, east side
E/2 SW/4 sec. 23 Twp 3N rge 26 sec. 33 Twp 5 N. Rge 26 SE/4SW/4, NE/4SE/4 arco to munsey

and,

WHEREAS, the District is the owner of the Munsey Canal, being a
part of the facilities of the District.

NOW, THEREFORE, it is mutually agreed:

1. Willard O. Bell covenants and warrants that
Willard O. Bell has full right and title to pump said water
from a well located on noted above of Section , twp
No., Range , EBM, and agrees to pump such water and discharge the
same at their expense into the Munsey Canal of the District system
at the following designated point (legal description):

W/2 sec. 14, all of sec. 15, N/2 sec. 22
NW/4SE/4, SW/4NE/4, E/2SW/4 sec. 23 Twp 3 Rge 26

2. Willard O. Bell WILL PROVIDE AND MAINTAIN AT THEIR
OWN EXPENSE A SUITABLE MEASURING DEVICE OF A TYPE APPROVED BY THE DEPARTMENT
OF WATER RESOURCES OF THE STATE OF IDAHO FOR EACH LOCATION TO MEASURE THE
PUMP WATER DELIVERED TO THE DISTRICT AND TO MEASURE THE WATER RECEIVED BY THEM
AT THE POINT OF DELIVERY AND ALSO AT THE POINT OF DIVERSION.

3. Willard O. Bell will provide and maintain at their
own expense suitable methods, structures, drops and protective works to prevent
erosion of the ditch or canal at the point where the pump water enters the
District system.

4. Water shall be delivered to Willard O. Bell only during such time as Willard O. Bell is actually delivering pump water to the District system and water is available at the desired point of diversion specified above, and a user or users including Willard O. Bell then entitled to that much water from the District system can use such pumped water as part of the water right to which such user or users may be entitled.

5. If the amount of pump water delivered to the District by Willard O. Bell is at any time less than the amount to be delivered Willard O. Bell as specified hereinabove, the water delivered to Willard O. Bell shall be reduced proportionately.

6. Willard O. Bell acknowledges that the usual rate of shrink in the canal or ditch between such point of diversion and the desired point of delivery is variable % and that wetting the ditch and periodic fluctuations each add to the amount of shrinkage at various times and agree to bear a proportionate amount of all shrinkage loss.

7. Willard O. Bell covenants and warrants that they own an adequate ditch right of way or right of transportation in the canal and ditches through which this water shall be delivered.

8. Willard O. Bell agrees to promptly pay the ditchrider charges and assessments for the water delivered and any additional charges or expenses incurred by the District for measuring and recording the water delivered to the District by Willard O. Bell as provided hereunder.

9. If the water received from the District under this exchange is placed on land not otherwise assessed as irrigable land for the operation and maintenance fund of the District, Willard O. Bell agrees that it may be so assessed for such year and to promptly pay such assessment (including toll) at the same time as ordinary operation and maintenance assessments and tolls are usually payable, and upon failure to so pay, Willard O. Bell agrees to pay all costs of collection by the District, including reasonable attorney's fees.

10. Time is of the essence and this agreement may be terminated by the District at its option immediately upon ten (10) days notice after failure or default in performance of any of the terms, conditions or covenants hereof.

11. Willard O. Bell agrees to hold the District harmless from any damage or claims for damages by reason of this arrangement and agrees that neither the District nor any of its directors, officers, agents or employees shall be responsible in damages for any failure of water delivery occasioned by any circumstances not reasonably within the control of the District.

12. If Willard O. Bell is not receiving water described above, Willard O. Bell agrees to give to the District written notice thereof at the office in Mackay, Idaho not later than the end of the next business day and shall not make any claims for damages unless such notice shall have so been given.

13. Willard O. Bell agrees that proper maintenance of ditches and canals requires that the water be turned out of the same periodically and may periodically dry up each and every canal involved in this agreement.

14. The term of this agreement shall be for twenty(20) years beginning on the 1 day of May, 1980, and terminating on the 1st day of May, 1999. No water rights, transmission rights, ditch rights or canal rights, other than those already held and mentioned above shall accrue by virtue of this agreement. The rights of Willard O. Bell are only those as are contained in this agreement.

15. Willard O. Bell agrees that no assignment or other transfer of this agreement may be made except as hereafter provided.

In the event Willard O. Bell desires to assign this agreement to the Federal Land Bank as security for a farm loan, the District hereby agrees to give its written consent upon ten(10) days written notice of said assignment. In the event said assignment is consented to by the District, however, Willard O. Bell agrees to continue to remain responsible and obligated under all the terms, covenants and conditions of this agreement.

16. This document constitutes the full agreement of the parties hereto and any amendments or changes shall be invalid unless written.

MEASURING DEVICES APPROVED:

Watermaster or deputy watermaster/
dated

Orville Farnsworth
W. Willard O. Bell, pres.
Signature of Applicant

BIG LOST RIVER IRRIGATION DISTRICT
By *J. Bayle Jensen* 5/6/80
President dated

PUMPING AGREEMENT - Page 3

Exhibit E

BEFORE THE DEPARTMENT OF WATER RESOURCES
OF THE
STATE OF IDAHO

IN THE MATTER OF APPLICATION FOR
AMENDMENT OF PERMIT NO. 34-7037
IN THE NAME CRATER FARMS, INC.

ORDER ADOPTING
PROPOSED MEMORANDUM

WHEREAS, A. Kenneth Dunn, Director of the Department of Water Resources having issued and served a copy on the parties on March 17, 1986, a Proposed Memorandum Decision and Order in the above-captioned matter, pursuant to Idaho Code, 67-5211; and,

WHEREAS, more than fifteen days have passed since the service of the Proposed Memorandum Decision and Order; and,

WHEREAS, no exceptions to that Proposed Memorandum Decision and Order have been received;

IT IS, THEREFORE, HEREBY ORDERED that said Proposed Memorandum Decision and Order be adopted and issued as the Final Decision and Order.

Dated this 19th day of May, 1986.


A. KENNETH DUNN
Director

MICROFILMED

BEFORE THE DIRECTOR OF THE DEPARTMENT OF WATER RESOURCES
OF THE
STATE OF IDAHO

IN THE MATTER OF APPLICATION FOR
AMENDMENT NO. 34-7037

CRATER FARMS, INC.

Applicant,

LARMEN D. ANDERSEN, ET AL

Protestants.

SOURCE: GROUNDWATER

COUNTY: BUTTE

PROPOSED MEMORANDUM DECISION AND ORDER
APPROVING APPLICATION FOR AMENDMENT OF PERMIT NO. 34-7037

BY HEARING OFFICER BOBBY D. FLEENOR

Crater Farms, Inc. (Applicant) having filed with the Department of Water Resources an application to amend the point of diversion of Permit No. 34-7037; protests having been received; and a hearing having been held, the Department finds and concludes as follows:

FINDINGS OF FACT

Background of Permit

1. Crater Farms, Inc. originally filed with the Department of Water Resources on May 4, 1973, for a permit to appropriate 12.00 cubic feet per second of water from a groundwater source for the irrigation of 1,720 acres of land. In this original application, the applicant requested two points of diversion; one in the NE1/4SW1/4, and one in the NW1/4SW1/4, Sec. 2, Twp. 3N, Rge. 26E B.M. The land to be irrigated was described as Sec. 15, W1/2, Sec. 14, N1/2, Sec. 22, SW1/4NE1/4, NW1/4, E1/2SW1/4, SE1/4 Sec. 23, all in Twp. 3N, Rge. 26E B.M., Butte County. After the requisite advertising and processing period,

MICROFILMED

Crater Farms, Inc. was granted Permit No. 34-7037 on June 18, 1973.

2. On March 12, 1974, Crater Farms requested an amendment of Permit No. 34-7037 which would allow them additional points of diversions in the SE1/4SE1/4, Sec. 22, and SW1/4SE1/4, Sec. 23, in Twp. 4N, Rge. 26E. Water from the well proposed in Sec. 23 would be pumped into the Arco Canal within the SW1/4SE1/4, Sec. 23, Twp. 4N, Rge. 26E, and exchanged for water diverted from the Big Lost River through the Munsey ditch at a point within the NW1/4NW1/4, Sec. 26, Twp. 4N, Rge. 26E. Water from the well proposed in Sec. 22 would be comingled with Big Lost River water and also diverted at the Munsey Ditch. This proposed amendment of Permit No. 34-7037 was approved by the Director of the Department of Water Resources on April 26, 1974.

3. A second request for amendment was received from Crater Farms on April 5, 1976. Through this application Crater Farms requested a change in their permit to provide for an additional well to be located in the NW1/4SW1/4, Sec. 34, Twp. 5N, Rge. 26E, and the elimination of the well previously proposed in the SW1/4SE1/4, Sec. 23, Twp. 4N, Rge. 26E. In addition, the place of use was reduced to 1,680 acres by the elimination of 40 acres contained within the SW1/4NE1/4, Sec. 23, Twp. 3N, Rge. 26E. No protests against the approval of this amendment were received and on May 14, 1976, these changes proposed for Permit No. 34-7037 were approved by the Director of the Department of Water Resources.

Substance of Amendment and Protests

4. A third request to amend Permit No. 34-7037 was received from Crater Farms on January 20, 1981. This application for amendment proposes to add a well in the NE1/4NW1/4, Sec. 3, Twp. 4N, Rge. 26E as a point of diversion. Notice of this change was advertised in the Arco Advertiser on February 12 and 19, 1981. Protests against the approval of this application were received from

Seth E. Beal, Joe Smith, Larman D. Andersen, Elden Reynolds, Albert Babcock, M. G. Babcock, David B. Bleak, Gerald Stewart, Richard E. Reynolds, Craig Stewart, Richard Taylor, Larry Reynolds, Jay F. Pearson, and Rueben H. Babcock all of Moore, Idaho. A hearing in the matter was held in Arco, Idaho, on April 22, 1981. All protestants appeared at this hearing except Seth E. Beal, whose protest is therefore set aside. At this hearing the protestants argued that the additional well would result in the diversion of more water than originally permitted and that the water rights of others in the area, both groundwater and surface water, would be adversely effected by the proposed change.

5. Evidence and information considered in this matter includes the following:

- a) Application for Permit No. 34-7037
- b) Application for Amendment approved April 26, 1974
- c) Application for Amendment approved May 14, 1976
- d) Application for Amendment received by the department on January 20, 1981.
- e) Protests received to approval of the Application for Amendment received on January 20, 1981.
- f) The hearing tape of testimony received on April 22, 1981.
- g) The well driller's report of the 224 foot deep well drilled by Pete Cope Drilling Co., Inc. in NE1/4NW1/4, Sec. 3, Twp. 4N, Rge. 26E B.M.
- h) U.S.G.S. open-file Report 70-93, 109 p. E.G. Crosthwaite, C. A. Thomas and K. L. Dyer; 1970, Water Resources in the Big Lost River Basin, South-Central Idaho.

Additional Findings

6. A well drilled for Crater Farms under this permit in the NW1/4-

SW1/4, Sec. 34, Twp. 5N, Rge. 26E, in August of 1976, had a static water level of nine (9) feet and a total depth of 171 feet. The driller's log for this well shows perforations in the well casing between 35 and 165 feet.

7. The additional well proposed under this application would be located about 1/2 mile south of and closer to the place of use than the well described in Finding No. 1. The well would be nine miles due north of the place of use and would require the use of the East Side and Munsey Ditches to transport the water to its proposed place of use. This well is also located further from the Big Lost River than the existing well in Finding No. 1.

8. Available data indicate a relatively unrestricted interchange between surface and groundwater. In the area of the proposed well this interchange primarily takes place with the water table perched above a clay layer which is normally encountered between 25 and 50 feet below land surface.

9. Well driller logs in the area of the proposed well indicate water is normally encountered between 5 and 50 feet before penetrating a clay confining layer. Below this layer additional water bearing strata has been encountered within 150 feet of the land surface.

10. The well proposed in the NE1/4NW1/4, Sec. 3, Twp. 4N, Rge. 26E was constructed in May 1982.

11. The well log for the well in the NE1/4NW1/4, Sec. 3, Twp. 4N, Rge. 26E shows that the surface seal depth is twenty (20) feet, that the well casing has been perforated from 35'5" to 134'6" below land surface and that the clay confining layer is between 30 and 34 feet below land surface.

CONCLUSIONS OF LAW

1. By casing out the water encountered above the first confining layer, groundwater pumped will not effect the flows of the Big Lost River to a measurable extent.

2. The well in the NE1/4NW1/4, Sec. 3, Twp. 4N, Rge. 26E as presently constructed intercepts water above the first confining layer and does not minimize the effect on surface water flows.

3. The department may approve the amendment with certain conditions in order to prevent the diversion and use of more water than originally permitted and to prevent injury to other water users.

ORDER

IT IS, THEREFORE, HEREBY ORDERED and Application for Amendment No. 34-7037 is APPROVED subject to the following conditions:

1. Flow meters of a type approved by the Department of Water Resources shall be installed and maintained on each diversion to assure that the total pumping rate does not exceed 12.00 cubic feet per second at any time.

2. Diversion and use of water from the well in the NE1/4NW1/4, Sec. 3, Twp. 4N, Rge. 26E is subject to the control of the Watermaster of Water District 34 and shall be considered together with the surface water priorities of the Big Lost River.

3. Upon reconstruction of the well under a plan with prior department approval, or upon a showing satisfactory to the Department that minimal hydraulic connection exists between the well and surface water flows, the Director may waive condition No. 2.

4. The permit holder shall comply with the original conditions of permit approval.

Dated this 17 day of March, 1986.


BOBBY D. FLEENOR
Hearing Officer

Exhibit F

Permit No. 34-7138

1. Owner: Crater Farms Inc
Current Address: P.O. Box 91 Arco, Id 83213

2. Accompanied by: Willard Bell

Address: P.O. Box 71 Phone No.

Relationship to Permit Holder: OWNER

3. Source: Groundwater / Big Lost River tributary to NA / SINKS

Well/Diversion* No.	Motor Make	HP	Motor Serial No.	Pump Make	Pump Serial No. or Discharge Size
Well COOP # 583	Westinghouse	100	6278531G38	Barkley	8200408
Well COOP # 402	GE	125	EAT5 2671	Olvera	V-77-71337
Well COOP # 182	GE 1770	200	EDJ315138	Layne-Hula	44660
Well COOP # 217	US Motors 1715	125	C295F-03-273	Johnston	10"

*Code with points of diversion, system diagram & photos on reverse side. Disregard if only one.

5. System Description (As operating at time of measurement. Indicate pressure, number of sprinklers, etc.)

Gw well 583	- well pump mainline to open discharge at Island Ditch - east side Ditch	1941 + 1942
Gw well 402	" " " " " " " " " " " "	1941 + 1942
Gw well 182	" " " " " " " " " " " "	1941 + 1942
Gw well 217	" " " " " " " " " " " "	1941 + 1942

Measurement Equipment	Type	Make	Model No.	Serial No.	Size	Calib. Date
Eagle Eye Meter		Dieterich	67C	091473	0-30	
583" Annubar		Dieterich	7517-316-SS	191158	12"	
402" Annubar		Dieterich	7517-316-SS	191166	13.25"	
1117 Annubar		Dieterich	7517-316-SS	191136	7.981	

7. Measurements

☐ Additional data/computation sheets attached

#683 66" w 12" Annubar in 12 1/2" id Pipe

#402 49" (a) 13.25" Granular 13 3/4" in Pipe

#182 0.66' with 3' Porchall flume

#217 39" w 7.981" anula, + Manomete-

8. Point(s) of Diversion:

Indicate Method of Determination

Ident #	1/4	1/4	1/4	Sec.	Twp.	Rge.	Survey Information from Known Corner	County	Remarks
#583	NE	SE	NW	3	4N	26E		Bu He	
#402	SE	NW	SW	34	5N	26E		Bu He	
#182		NE	SW	2	3N	26E		Bu He	
#217		SE	NW	2	3N	26E		Bu He	

9.

Irrigation - give acres served by system at time of exam.

Place(s) of Use:	Indicate Method of Determination

Twp.	Rge.	Sec.	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NELA	NWLA	SWLA	SELVA	NELV	NWLV	SWLV	SELV	NELV	NWLV	SWLV	SELV	NELV	NWLV	SWLV	SELV	
3N	26E	14					39	36	40	40	40	46	40	40					315
		15	39	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	639
		16	39	39	40	40									40	40	39	39	316
		22	40	40	40	40	40	40	40	40									320
		23					40	40	40	40	40			33	39	40	40	40	392
																		Total Acres	1982

-
- The image contains three hand-drawn diagrams of a river channel on grid paper, showing cross-sections and flow directions. The diagrams are labeled 'UPPER REACH', 'DOWN REACH', and 'MIDDLE REACH'.
- UPPER REACH:** This diagram shows a channel with a central flow line and side lines. A circular cross-section is drawn on the left, labeled 'UPPER REACH' and '1/2' 1/2'. The channel is labeled 'UPPER REACH' and '1/2' 1/2'. The flow direction is indicated by an arrow pointing right, labeled '5' 1/2'.
- DOWN REACH:** This diagram shows a channel with a central flow line and side lines. A circular cross-section is drawn on the left, labeled 'DOWN REACH' and '1/2' 1/2'. The channel is labeled 'DOWN REACH' and '1/2' 1/2'. The flow direction is indicated by an arrow pointing right, labeled '1/2' 1/2'.
- MIDDLE REACH:** This diagram shows a channel with a central flow line and side lines. A circular cross-section is drawn on the right, labeled 'MIDDLE REACH' and '1/2' 1/2'. The channel is labeled 'MIDDLE REACH' and '1/2' 1/2'. The flow direction is indicated by an arrow pointing right, labeled '1/2' 1/2'.

15. Recommended Amendments
- | | | |
|--|---|--------------------------------|
| ☒ Change P.D. as reflected above | ☐ Add P.D. as reflected above | ☐ None |
| ☐ Change P.U. as reflected above | ☒ Add P.U. as reflected above | ☐ Other |
16. Examiner's/Consultant's Signature Keith C. Wilson Date 8 Aug 1985
- Consultant's License Number _____
- IDWR Director's Authorization to Conduct
- Beneficial Use Examination _____

CONSULTANT SEAL

Permit No. ~~31-738~~
Phone No. 527-8903

1. Owner: CRATER FARMS INC Phone No. 527-8903
Current Address: P.O. Box 91 Arco Id 83213
2. Accompanied by: Willard Bell EXAM. DATE: 8 Aug 85
Address: SAME Phone No. 257-8903
Relationship to Permit Holder: OWNER
3. Source: Groundwater / Big Lost River tributary to N/A / Snake
GROUNDWATER REDIVERSIONS

Well/Diversion* No.	Motor Make	HP	Motor Serial No.	Pump Make	Pump Serial No. or Discharge Size
REDIV 588	GE 1775	75	TYJ602119	Winthrop	12"
REDIV 618 <i>no # on picture</i>	GE 1705	50	RKJ309012	Worthington	UTP 57306
REDIV #4	GE 1180	100	CKJ327163	Johnston	PG143LL
Rediv #301	US 1200	100	C1008158	Johnston	1H14112
SEE PAGE #2					

*Code with points of diversion, system diagram & photos on reverse side. Disregard if only one.

5. System Description (As operating at time of measurement. Indicate pressure, number of sprinklers, etc.)
- Rediv # 588 Munsey Ditch to Private ditch
- Rediv # 618 " " " " "
- Rediv # 1/3101 " " " Mainline to private ditch or irrigation system with lateral with sprinklers

Measurement Equipment	Type	Make	Model No.	Serial No.	Size	Calib. Date
Flame	Parshall	Thompson Pipe & Steel	-	-	36"	
Weir	Cipolletti	-	-	-	4'	
FLAME	Parshall	Thompson Pipe & Steel	-	-	30"	

7. Measurements 1.09' over 36" Parshall flume ☐ Additional data/computation sheets attached
= 13.7 cfs

1.34' over 4' Cipolletti weir upstream of Redirection #4 301 20.82

No: over 30" Parshall Flume below Redivision # 4; 301 10 00

10.82

- | 8. Point(s) of Division: ALSO SEE PAGE # 2 | | | | | | | Indicate Method of Determination | | |
|--|-----|-----|-----|------|------|------|---|--------|---------|
| Ident # | 1/4 | 1/4 | 1/4 | Sec. | Twp. | Rge. | Survey Information from ~~Section Corner~~ | County | Remarks |
| # 588 | NW | SE | SE | 2 | 3N | 26E | | Butte | |
| # 618 | NW | SE | SE | 2 | 3N | 26E | | Butte | |
| # 4 | SW | SW | NW | 13 | 3N | 26E | S 1/4 1074 | Butte | |
| # 301 | SW | SW | NW | 13 | 3N | 26E | | Butte | |
| Ditch | NW | NW | NW | 26 | 4N | 26E | MUNSEY DITCH FROM BK LOST RIVER | BUTTE | |

- | Place(s) of Use: | | Irrigation - give acres served by system at time of exam.
Indicate Method of Determination | | | | | | | | | | | | | | | | | | |
|------------------|------|---|----------------------------------|-------|-------|-------|--------|-------|-------|-------|--------|-------|-------|-------|--------|-------|-------|-------|--------|-----|
| Twp. | Rgs. | Sec. | NE 1/4 | | | | NW 1/4 | | | | SW 1/4 | | | | SE 1/4 | | | | Totals | |
| | | | NE1/4 | NW1/4 | SW1/4 | SE1/4 | NE1/4 | NW1/4 | SW1/4 | SE1/4 | NE1/4 | NW1/4 | SW1/4 | SE1/4 | NE1/4 | NW1/4 | SW1/4 | SE1/4 | | |
| 3N | 26E | 14 | | | | | 39 | 36 | 40 | 40 | 40 | 40 | 40 | 40 | | | | | 315 | |
| | | 15 | | 39 | 40 | 40 | 40 | 40 | 40 | 40 | 40 | 40 | 40 | 40 | 40 | 40 | 40 | 40 | 40 | 639 |
| | | 16 | | 39 | 39 | 40 | 40 | | | | | | | | | 40 | 40 | 39 | 39 | 316 |
| | | 22 | | 40 | 40 | 40 | 40 | 40 | 40 | 40 | 40 | | | | | | | | | 320 |
| | | 23 | | | | | 40 | 40 | 40 | 40 | 40 | | | | 33 | 39 | 40 | 40 | 40 | 392 |
| | | | Total Acres ~~1666~~ 1982 | | | | | | | | | | | | | | | | | |

10. Other water rights on these lands 34-2457/2460/2461/2462

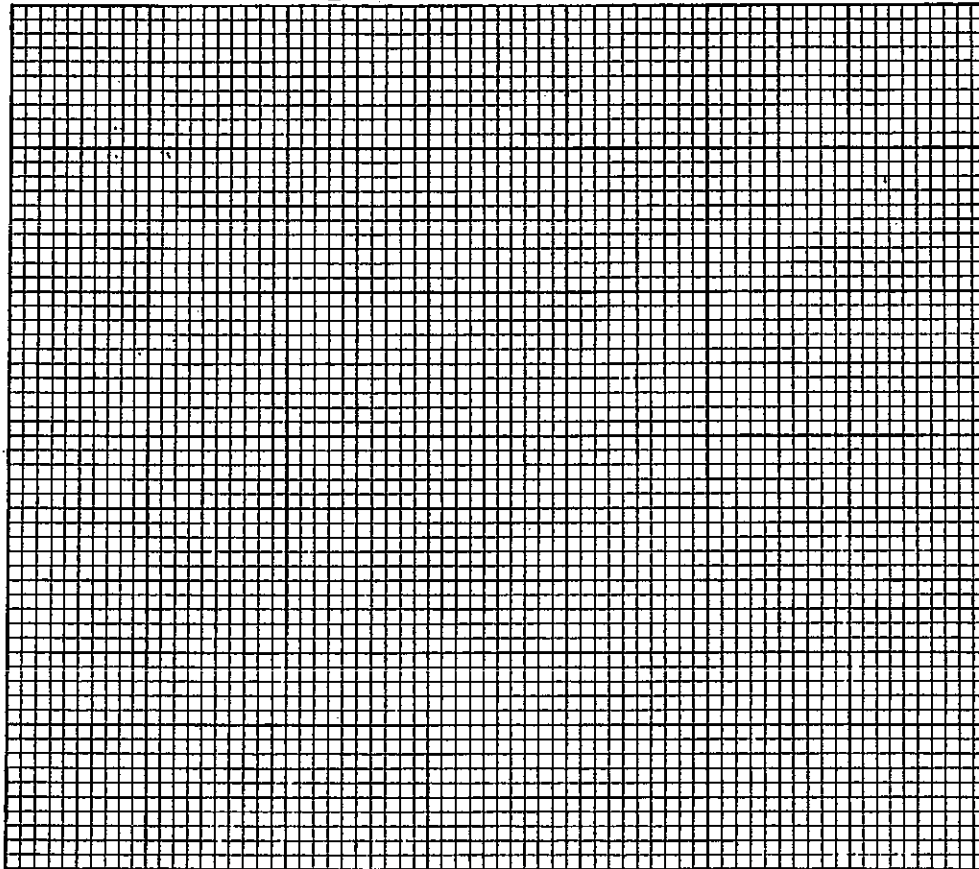
PAGE 4 OF 40

11. Other water right diverted from same p.d. _____

REVISIONS under 34-7037

12. **Diversion and Delivery System Diagram:** Indicate all major components and distances between components. Indicate ditch size/pipe I.D. as applicable. Indicate on systems with measurement port the distance between the port and the nearest component/pipe bend/restriction both upstream and downstream, and the inside pipe diameter at the measurement port. On multiple diversion systems indicate how diversion systems are connected.

SEE ATTACHED MAP

13. ☒ Photo of Diversion & System Attached☒ Aerial Photo of Place of Use Attached
or Map of Irrigated Acreage Attached14. Remarks PERIOD OF USE IS FOR High Water only
R29

15. Recommended Amendments

☒ Change P.D. as reflected above☐ Add P.D. as reflected above☐ None☐ Change P.U. as reflected above☒ Add P.U. as reflected above☐ Other16. Examiner's/Consultant's Signature Keith C. WilsonDate 11 JAN 1988

Consultant's License Number _____

IDWR Director's Authorization to Conduct

Beneficial Use Examination _____

Date

CONSULTANT SEAL

SEP 21 1984

Phone No. 527-8903

1. Owner: Crofton Farms Inc Phone No. 527-1903
Current Address: P.O. Box 91 Arca Id 83213
2. Accompanied by: Mr Willard Bell EXAM. DATE: 8 Aug 1981
Address: SAME Phone No. -
Relationship to Permit Holder: OWNER
3. Source: Private Ditch GWS 1- surface tributary to FROM PRIVATE DITCH GROUND WATER REDIVERSIONS

Well/Division* No.	Motor Make	HP	Motor Serial No.	Pump Make	Pump Serial No. or Discharge Size
REDUCED 592	VASKA 875	100	00783/6801	Worthington	14 H H 220
#2	Worthington	250	76A65060	Johnston	10"
#1	Worthington	250	676A650604	Johnston	JY/4 102
at Pond 4465	US Motor	100	R9981-A-210	Johnston	
			R21130 78		

*Code with points of diversion, system diagram & photos on reverse side. Disregard if only one.

5. System Description (As operating at time of measurement. Indicate pressure, number of sprinklers, etc.)
REDIVERSIONS FROM PRIVATE DITCH/POND TO laterals with sprinklers

6.	Measurement Equipment	Type	Make	Model No.	Serial No.	Size	Calib. Date
	NO MEASUREMENT	MADE FROM REVISIONS ON PRIVATE DATA					

7. Measurements ☐ Additional data/computation sheets attached

NO MEASUREMENTS MADE FROM REDIVERSIONS ON PRIVATE DITCH

- | <u>Reduction</u> | | | | | | | Indicate Method of Determination | | | |
|---------------------------|----|----|----|------|------|------|--------------------------------------|--|--------|---------|
| 8. Point(s) of Diversion: | | | | | | | | | | |
| Ident # | % | % | % | Sec. | Twp. | Rge. | Survey Information from Known Corner | | County | Remarks |
| 42/592 | SE | SE | NE | 15 | 3N | 26E | | | Bulle | |
| 405 | SE | NW | SW | 23 | 3N | 26E | | | Bull | |
| #1 | SE | NE | NE | 22 | 3N | 26E | | | Bulle | |
| | | | | | | | | | | |
| | | | | | | | | | | |

- [illegible]

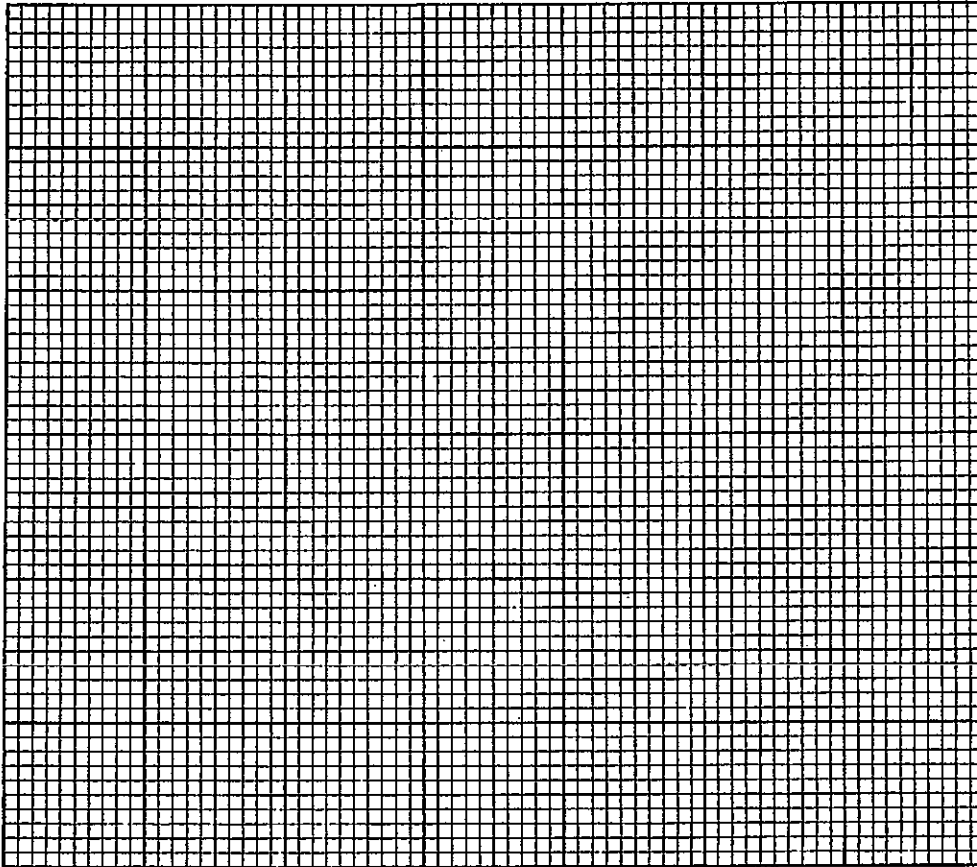
10. Other water rights on these lands
11. Other water right diverted from same p.d.

SEE FIRST PAGE

34-7037

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12. **Diversion and Delivery System Diagram:** Indicate all major components and distances between components. Indicate ditch size/pipe i.d. as applicable. Indicate on systems with measurement port the distance between the port and the nearest component/pipe bend/restriction both upstream and downstream, and the inside pipe diameter at the measurement port. On multiple diversion systems indicate how diversion systems are connected.



13. ☐ Photo of Diversion & System Attached

☐ Aerial Photo of Place of Use Attached
or Map of Irrigated Acreage Attached

14. Remarks SEE FIRST PAGE

15. Recommended Amendments

- ☒ Change P.D. as reflected above
☐ Change P.U. as reflected above

- ☐ Add P.D. as reflected above
☒ Add P.U. as reflected above

- ☐ None
☐ Other

16. Examiner's/Consultant's Signature Keith C. Wilson

Date 11 Jan 1988

Consultant's License Number _____

IDWR Director's Authorization to Conduct

Beneficial Use Examination _____

Date

CONSULTANT SEAL

SEP 21 1984

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
LICENSING REPORT

34-7037

Permit No.

PAGE 7 OF 40

1. Measurement Calculations

a) Field Measurement Calculations (Include theoretical capacities and system capacity)

$$Q = \left[\frac{C(d)^2 \sqrt{\text{INCHES}}}{448.8} \right] K$$

$$K = 1.067$$

$$C = 3.99 \text{ for } 12" \text{ annubar}$$

$$= 4.01 \text{ for } 13.25" \text{ annubar}$$

$$Q_{402} = \left[\frac{4.01(13.75)^2 \sqrt{49}}{448.8} \right] 1.067 = 12.62 \text{ cfs}$$

$$Q_{583} = \left[\frac{3.99(12.5)^2 \sqrt{66}}{448.8} \right] 1.067 = \frac{12.04 \text{ cfs}}{24.66 \text{ cfs}}$$

$Q_{\text{LIMITED BY PERMIT TO } 12.0 \text{ cfs}}$

b) Volume Calculations for Irrigation:

$$V_{IR} = (\text{Acres Irrigated}) \times (\text{Irrigation Requirement}) = 1720 \times 3 \text{ af} = 5160 \text{ af}$$

$$V_{DR} = [\text{Diversion Rate (cfs)}] \times (\text{Days in Irrigation Season}) \times 1.9835 = 2(1.9835)(24) = 5093.6$$

$$V = \text{Smaller of } V_{IR} \text{ and } V_{DR} = 5093.6$$

c) Volume Calculations for Other Uses:

2. Overlap Review

a) Other water rights with same place of use: GROUNDWATER 34-2459/2460/2461/2462

Big Lost River 34-7138

b) Other water rights with same point of diversion: NONE: SEE PAGE 9 of 40

c) Analysis:

SEE PAGE 9 of 40

SEP 21 1994

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SEP 21 1994

OVERLAP ANALYSIS:

CONSIDER WELLS #217 & #182 (PUMP DIRECTLY INTO PRIVATE DITCH), THAT ARE NOT REGULATED BY THE WATER MASTER, AS THE SOURCE FOR THE FOLLOWING LICENSES:

34-2459 @ 4.17 cfs/ 238 ac
34-2460 @ 4.17 cfs/ 238 ac
34-2461 @ 2.08 cfs/ 119 ac
34-2462 @ 2.08 cfs/ 119 ac

TO ELIMINATE HAVING TO HAVE THE WATERMASTER REGULATE WELLS #217 & #182 (THAT PUMP INTO A PRIVATE DITCH) THE FOLLOWING SHOULD BE CONSIDERED:

1. THE POINTS OF DIVERSION FOR THIS RIGHT 34-7037 SHOULD BE LIMITED TO WELLS #402 / #583.
2. GROUNDWATER WELLS #402 & #583 SHOULD BE CONSIDERED A SEPARATE SOURCE.
3. GROUNDWATER WELLS #402 & #583 SHOULD BE UNDER WATERMASTER CONTROL.

IF P/D'S #402 & #583 ARE CONSIDERED AS A SEPARATE SOURCE THERE WOULD BE NO POINT OF DIVERSION OVERLAP, AND THE ONLY CONSIDERATION NECESSARY WOULD BE TO LIMIT IRRIGATION TO 0.02 CFS/ACRE ON 1720 ACRES WITHIN THE 1982 ACRES OF THE PERMISSIBLE PLACE OF USE.

RECOMMENDATIONS:

1. P/D'S FOR 34-7037 LIMITED TO WELLS #402 / #583.
#402 - SE $\frac{1}{4}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$ SEC 34, T05N, R26E
#583 - NE $\frac{1}{4}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$ SEC 03, T04N, R26E
2. P/D'S #402 & #583 ARE TO BE CONSIDERED A SEPARATE SOURCE.
3. P/D'S #402 & #583 ARE TO BE UNDER WATERMASTER CONTROL.
4. P/U 1720 ACRES WITHIN 1982 ACRES OF PERMISSIBLE P/U


KEITH C. WILSON

9 Sept 1991

SEP 21

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
BENEFICIAL USE FIELD REPORT

34-7037
PAGE 10 OF 40

A. GENERAL INFORMATION

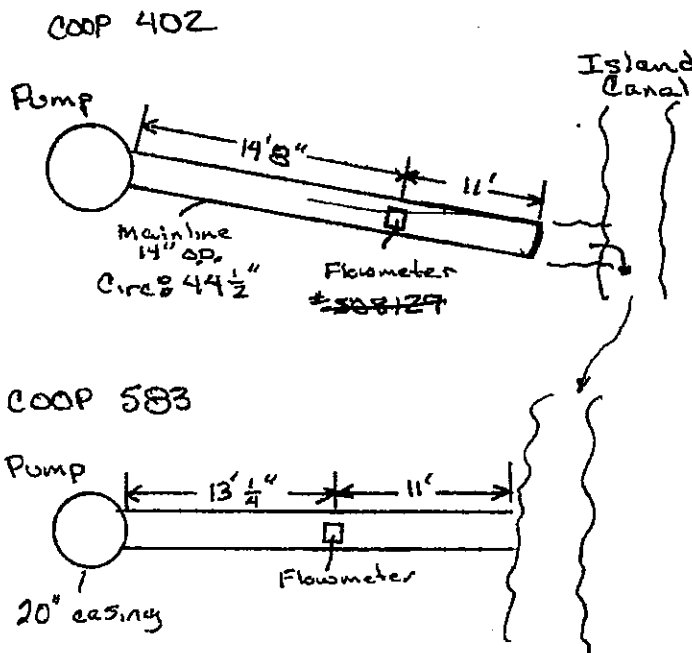
1 Owner W. Crater Farms Permit No 34-7037
Current Address: P.O. Box 91 Phone No 527-8903
2 Accompanied by Willard Bell EXAM. DATE 7/5/90
Address: Same Phone No _____
Relationship to Permit Holder _____
3 Source: Groundwater tributary to _____

B. OVERLAP REVIEW

- 1 Other water rights with same place of use _____ ☐ Copies Attached
- 2 Other water rights with same point of diversion _____ ☐ Copies Attached ☐ Copies of Field Exam's Attached

C. SYSTEM DESCRIPTION

- 1 **Diversion System Diagram:** Indicate all major components and distances between components. Indicate weir size/ditch size/pipe id as applicable ☐ Alternative diagram attached



SEP 21 1994

Scale: 1" = _____

2. ☐ Copy of U.S. G.S. Quadrangle Attached Showing location(s) of point(s) of diversion and place(s) of use (required) ☐ Aerial Photo Attached (required for irrigation of 10 acres or more)
- ☐ Photo of Diversion and System Attached (required for all but single household domestic groundwater, and stockwater)

- 3 Narrative: Description (As operating at time of measurement Indicate pressure, number of sprinklers, etc.)

See Exam 8 Aug 85

☐ See Remarks on page 4 for continuation

4. Also see attached System description

Well or Diversion Identification No.*	Motor Make	Hp	Motor Serial No.	Pump Make	Pump Serial No. or Discharge Size
COOP 402	General Elect	125	EAS524171E ~~5K02710X3B~~	Aurora	V77-71337
COOP 583	General Elect.	100	CWJ316286	Berkeley	8200408

*Code to correspond with No. on map and aerial photo

- 5 Point(s) of Diversion: SEE Original Exam 8 Aug 1985 also attached system description

Ident. No.	Gov't. Lot	1/4	1/4	1/4	Sec.	Twp.	Rge.	County	Method of Determination/Remarks

- 6 Place(s) of Use: See Exam 8 Aug 1985 Indicate Method of Determination

Twp.	Rge.	Sec.	NE1/4				NW1/4				SW1/4				SE1/4				Totals
			NE1/4	NW1/4	SW1/4	SE1/4	NE1/4	NW1/4	SW1/4	SE1/4	NE1/4	NW1/4	SW1/4	SE1/4	NE1/4	NW1/4	SW1/4	SE1/4	

Do not use this space

Do not use this space

34-7037

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D. FLOW MEASUREMENTS

☐ Additional Data Sheets Attached

1.

Measurement Equipment	Type	Make	Model No.	Serial No.	Size	Calib. Date

2 Measurements:

3250 gpm $0.01 \times 10^5 \text{ gal} / 18.48 \text{ sec}$ (COOP 402)
in-mainline flow meter
COOP 583 3600 gpm $0.01 \times 10^5 \text{ gal} / 16.64$

E. FLOW CALCULATIONS

☐ Additional Computation Sheets Attached

1. Measured Method $Q_{402} = (0.01 \times 10^5 \text{ gal} / 18.48 \text{ sec}) (60 \text{ sec/min}) = 3246.8 \text{ gpm} = 7.23 \text{ cfs}$
 $Q_{583} = (0.01 \times 10^5 \text{ gal} / 16.64 \text{ sec}) (60 \text{ sec/min}) = 3605.8 \text{ gpm} = 8.03 \text{ cfs}$

2 Alternate Method for Checking Purposes

F. PUMP EFFICIENCY DATA (Optional)

Discharge Pressure, _____ psi x 2.31 = _____ ft (1); Dynamic pumping level _____ ft (2)

Total Head: (1) + (2) = _____ (3) . Flow rate _____ cfs (4)

Water HP (3) x (4) ÷ 8.8 = _____ (5)

Meter Input KW 3.6 x _____ KH x _____ CTR or _____ MULT x _____ PTR x _____ N / _____ T = _____ (6)

Meter Input HP, (6) x 1.34 = _____ (7)

Panel Input KW _____ Ave PF x _____ Ave Volts x _____ Ave Amps x .001732 = _____ (6)

Panel Input HP, (6) x 1.34 = _____ (7) Efficiency: (5)/(7) x 100 = _____ %

G. VOLUME CALCULATIONS

1 Volume Calculations for Irrigation

$V_{IR} = (\text{Acres Irrigated}) \times (\text{Irrigation Requirement}) =$ _____

$V_{DR} = [\text{Diversion Rate (cfs)}] \times (\text{Days in Irrigation Season}) \times 1.9835 =$ _____

$V = \text{Smaller of } V_{IR} \text{ and } V_{DR} =$ _____

2 Volume Calculations for Other Uses

SEP 21 1994

[illegible]

1 Recommended Amounts

Beneficial Use	Period of Use		Rate of Diversion Q (cfs)	Annual Volume V (afa)
	From	To		
Totals:				

☐ Change P.D. as reflected above ☐ Add P.D. as reflected above ☐ None

☐ Change P.U. as reflected above ☐ Add P.U. as reflected above ☐ Other

Field Examiner's Name Keith C. Wilson & Scott King
Signature Keith C. Wilson
Certification Date _____
Field Report Preparation Date _____

CONSULTANT SEAL

K. Licensing recommendation shall be prepared by an Idaho Department of Water Resources employee on a computer printout attached hereto.

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
BENEFICIAL USE FIELD REPORT34-7037
PAGE 14 OF 40Permit No. 34-7037**System Description (continued)**

4.

	Well or Diversion Identification No.*	Motor Make	Hp	Motor Serial No.	Pump Make	Pump Serial No. or Discharge Size
WELLS	Well # 583	G.E.	100	CWJ316286	Berkeley	# 8200468
	Well # 402	G.E.	125	EAT526171	Aurora	V 77-71337
	Well # 182	G.E.	200	EDJ515138	Layne-Bowler	# 44660
	Well # 217	U.S. Motors	125	C2954-03-273	Johnston	10" discharge
REDIVERSIONS	RE-DIVERSIONS					
	Munsey Ditch	-	-	-	-	-
	# 588	G.E.	75	TVJ 602119	Winthreath	12" discharge
	# 618	G.E.	50	RKJ 309012	Worthington	VTP-57306
	# 4	G.E.	100	CKJ 327163	Johnston	PG-14366
	# 301	U.S. Motors	100	C 1008138	Johnston	# 1H 14112
	# 2	Westinghouse	250	76A65060	Johnston	10" discharge
	# 592	Yaskawa	100	0078316901	Worthington	# 14 HH 220
	# 1	Westinghouse	250	676A650604	Johnston	JY14102
	Pond # 465	U.S. Motors	100	R9981-01-210 R2113073	Johnston	

*Code to correspond with No. on map and aerial photo

5. Point(s) of Diversion:

	Ident. No.	Gov't. Lot	1/4	1/4	1/4	Sec.	Twp.	Rge.	County	Method of Determination/Remarks
WELLS	# 583		NE	SE	NW	3	4N	26E	Butte	U.S.G.S. Map/on site inspection
	# 402		SE	NW	SW	34	5N	26E	Butte	"
	# 182			NE	SW	2	3N	26E	Butte	"
	# 217			SE	NW	2	3N	26E	Butte	"
REDIVERSIONS	RE-DIVERSIONS									
	Munsey Ditch		NW	NW	NW	26	4N	26E	Butte	USGS Map/ON SITE INSPECTION
	# 588		NW	SE	SE	2	3N	26E	Butte	"
	# 618		NW	SE	SE	2	3N	26E	Butte	"
	# 4		SW	SW	NW	13	3N	26E	Butte	"
	# 301		SW	SW	NW	13	3N	26E	Butte	"
	# 2		SE	SE	NE	15	3N	26E	Butte	"
	# 592		SE	SE	NE	15	3N	26E	Butte	"
	# 1		SE	NE	NE	22	3N	26E	Butte	"
	# 465		SE	NW	SW	23	3N	26E	Butte	"

Do not use this space

SEP 21 1994



Note: To convert to gallons per minute, multiply figures shown by 448.8. To convert to Miners' Inches multiply figures shown by: 38.4 for Colorado, 40 for California, Arizona, Montana, and Oregon; 50 for New Mexico, Nebraska, Utah, Idaho and Washington.

34-7037
PAGE 15 OF 40

Parshall Flume

GAGE READING		DISCHARGE IN CUBIC FEET PER SECOND FOR VARIOUS THROAT WIDTHS																		GAGE READING	
Feet	Inches	3 Inch	6 Inch	9 Inch	1 Foot	1½ Feet	2 Feet	2½ Feet	3 Feet	4 Feet	5 Feet	6 Feet	7 Feet	8 Feet	10 Feet	12 Feet	15 Feet	20 Feet	Feet	Inches	
.66	7½	.522	1.07	1.63	2.13	3.17	4.20	5.23	6.26	8.31	10.34	12.38	14.40	16.41	20.25	24.05	29.74	39.22	.66	7½	
.67	8¼	.534	1.10	1.66	2.18	3.24	4.30	5.36	6.41	8.51	10.59	12.69	14.75	16.81	20.75	24.63	30.46	40.18	.67	8¼	
.68	8½	.546	1.12	1.70	2.23	3.32	4.40	5.48	6.55	8.71	10.85	12.98	15.10	17.22	21.24	25.22	31.19	41.14	.68	8½	
.69	8¾	.558	1.15	1.74	2.28	3.39	4.50	5.61	6.71	8.91	11.10	13.28	15.46	17.63	21.75	25.82	31.90	42.11	.69	8¾	
.70	9	.571	1.17	1.78	2.33	3.47	4.60	5.74	6.86	9.11	11.36	13.59	15.82	18.04	22.25	26.42	32.67	42.69	.70	9	
.71	9½	.584	1.20	1.82	2.38	3.54	4.70	5.86	7.02	9.32	11.62	13.90	16.18	18.45	22.76	27.03	33.42	44.08	.71	9½	
.72	9¾	.597	1.23	1.86	2.43	3.62	4.81	5.99	7.17	9.53	11.88	14.22	16.55	18.87	23.28	27.64	34.18	45.08	.72	9¾	
.73	10	.610	1.26	1.90	2.48	3.70	4.91	6.12	7.33	9.74	12.14	14.53	16.92	19.29	23.80	28.26	34.94	46.09	.73	10	
.74	10¼	.623	1.28	1.94	2.53	3.78	5.02	6.25	7.49	9.95	12.40	14.85	17.29	19.71	24.32	28.88	35.71	47.10	.74	10¼	
.75	10½	.636	1.31	1.98	2.58	3.85	5.12	6.39	7.65	10.16	12.67	15.17	17.66	20.14	24.85	29.50	36.48	48.12	.75	10½	
.76	10¾	.649	1.34	2.02	2.63	3.93	5.23	6.52	7.81	10.38	12.94	15.49	18.04	20.57	25.38	30.14	37.26	49.15	.76	10¾	
.77	11	.662	1.36	2.06	2.68	4.01	5.34	6.65	7.97	10.60	13.21	15.82	18.42	21.01	25.92	30.77	38.03	50.19	.77	11	
.78	11¼	.675	1.39	2.10	2.74	4.09	5.44	6.79	8.13	10.81	13.48	16.15	18.81	21.46	26.48	31.42	38.85	51.24	.78	11¼	
.79	11½	.689	1.42	2.14	2.80	4.18	5.55	6.92	8.30	11.03	13.76	16.48	19.20	21.91	27.00	32.08	39.85	52.29	.79	11½	
.80	11¾	.702	1.45	2.18	2.85	4.26	5.66	7.06	8.48	11.25	14.04	16.81	19.59	22.36	27.55	32.72	40.46	53.36	.80	11¾	
.81	12	.716	1.48	2.22	2.90	4.34	5.77	7.20	8.63	11.48	14.32	17.15	19.99	22.81	28.11	33.37	41.26	54.43	.81	12	
.82	12¼	.730	1.50	2.27	2.96	4.42	5.88	7.34	8.79	11.70	14.60	17.49	20.39	23.26	28.67	34.03	42.09	55.51	.82	12¼	
.83	12½	.744	1.53	2.31	3.02	4.51	6.00	7.48	8.96	11.92	14.88	17.83	20.79	23.72	29.22	34.70	42.91	56.59	.83	12½	
.84	12¾	.757	1.56	2.35	3.07	4.59	6.11	7.62	9.13	12.15	15.17	18.17	21.18	24.18	29.79	35.37	43.74	57.69	.84	12¾	
.85	13	.771	1.59	2.39	3.12	4.67	6.22	7.76	9.30	12.38	15.46	18.52	21.58	24.64	30.36	36.04	44.57	58.79	.85	13	
.86	13¼	.785	1.62	2.44	3.18	4.76	6.33	7.91	9.48	12.61	15.75	18.87	21.99	25.11	30.93	36.73	45.42	59.90	.86	13¼	
.87	13½	.800	1.65	2.48	3.24	4.84	6.44	8.05	9.65	12.84	16.04	19.22	22.40	25.58	31.51	37.41	46.27	61.02	.87	13½	
.88	13¾	.814	1.68	2.52	3.29	4.92	6.56	8.19	9.82	13.07	16.33	19.57	22.82	26.06	32.09	38.10	47.12	62.14	.88	13¾	
.89	14	.828	1.71	2.57	3.35	5.02	6.69	8.34	10.00	13.31	16.62	19.93	23.24	26.54	32.68	38.80	47.99	63.28	.89	14	
.90	14¼	.843	1.74	2.61	3.41	5.11	6.80	8.49	10.17	13.55	16.92	20.29	23.66	27.02	33.27	39.50	48.84	64.42	.90	14¼	
.91	14½	.858	1.77	2.66	3.46	5.19	6.92	8.63	10.35	13.79	17.22	20.65	24.08	27.50	33.85	40.20	49.71	65.57	.91	14½	
.92	14¾	.872	1.81	2.70	3.52	5.28	7.03	8.78	10.53	14.03	17.52	21.01	24.50	27.98	34.46	40.91	50.59	66.73	.92	14¾	
.93	15	.887	1.84	2.75	3.58	5.37	7.15	8.93	10.71	14.27	17.82	21.38	24.93	28.48	35.06	41.63	51.47	67.89	.93	15	
.94	15¼	.902	1.87	2.79	3.64	5.46	7.27	9.08	10.89	14.51	18.13	21.75	25.36	28.97	35.67	42.35	52.36	69.07	.94	15¼	
.95	15½	.916	1.90	2.84	3.70	5.55	7.39	9.23	11.07	14.76	18.44	22.12	25.79	29.47	36.27	43.07	53.25	70.24	.95	15½	
.96	15¾	.931	1.93	2.88	3.76	5.64	7.51	9.38	11.26	15.00	18.75	22.49	26.22	29.97	36.89	43.80	54.16	71.43	.96	15¾	
.97	16	.946	1.97	2.93	3.82	5.73	7.63	9.54	11.44	15.25	19.08	22.86	26.68	30.48	37.50	44.52	55.06	72.62	.97	16	
.98	16¼	.961	2.00	2.98	3.88	5.82	7.75	9.69	11.63	15.50	19.37	23.24	27.10	30.98	38.12	45.26	55.97	73.83	.98	16¼	
.99	16½	.977	2.03	3.02	3.94	5.91	7.88	9.85	11.82	15.75	19.68	23.62	27.55	31.49	38.75	46.01	56.88	75.04	.99	16½	
1.00	16¾	.992	2.06	3.07	4.00	6.00	8.00	10.00	12.00	16.00	20.00	24.00	28.00	32.00	39.38	46.75	57.81	76.25	1.00	16¾	
1.01	17	1.01	2.09	3.12	4.06	6.09	8.12	10.16	12.19	16.25	20.32	24.39	28.45	32.52	42.01	47.50	58.73	77.47	1.01	17	
1.02	17¼	1.02	2.12	3.17	4.12	6.18	8.25	10.31	12.38	16.51	20.64	24.77	28.90	33.04	42.64	48.26	59.67	78.71	1.02	17¼	
1.03	17½	1.04	2.16	3.21	4.18	6.28	8.38	10.47	12.57	16.76	20.96	25.16	29.36	33.56	43.28	49.01	60.61	79.94	1.03	17½	
1.04	17¾	1.05	2.19	3.26	4.25	6.38	8.50	10.63	12.76	17.02	21.28	25.55	29.82	34.08	43.92	49.77	61.55	81.19	1.04	17¾	
1.05	18	1.07	2.22	3.31	4.31	6.47	8.63	10.79	12.96	17.28	21.61	25.94	30.28	34.61	44.57	50.55	62.50	82.44	1.05	18	
1.06	18¼	1.09	2.26	3.36	4.37	6.57	8.76	10.95	13.15	17.54	21.94	26.34	30.74	35.14	45.23	51.32	63.46	83.71	1.06	18¼	
1.07	18½	1.10	2.29	3.40	4.43	6.66	8.88	11.10	13.34	17.80	22.27	26.74	31.20	35.68	45.88	52.09	64.42	84.97	1.07	18½	
1.08	18¾	1.12	2.32	3.45	4.50	6.76	9.01	11.27	13.54	18.07	22.60	27.13	31.67	36.22	46.53	52.87	65.38	86.24	1.08	18¾	
1.09	19	1.13	2.36	3.50	4.56	6.85	9.14	11.44	13.74	18.34	22.93	27.53	32.14	36.78	47.19	53.66	66.35	87.52	1.09	19	
1.10	19¼	1.15	2.40	3.55	4.62	6.95	9.27	11.60	13.93	18.60	23.26	27.94	32.62	37.30	47.86	54.45	67.33	88.81	1.10	19¼	
1.11	19½		2.43	3.60	4.68	7.04	9.40	11.77	14.13	18.86	23.60	28.35	33.10	37.84	48.54	55.26	68.33	90.13	1.11	19½	
1.12	19¾		2.46	3.65	4.75	7.14	9.54	11.93	14.33	19.13	23.94	28.76	33.58	38.39	49.21	56.05	69.31	91.42	1.12	19¾	
1.13	20		2.50	3.70	4.82	7.24	9.67	12.10	14.53	19.40	24.28	29.17	34.06	38.94	49.88	56.85	70.30	92.72	1.13	20	
1.14	20¼		2.53	3.75	4.88	7.34	9.80	12.27	14.73	19.67	24.62	29.59	34.54	39.50	50.55	57.64	71.28	94.02	1.14	20¼	
1.15	20½		2.57	3.80	4.94	7.44	9.94	12.43	14.94	19.94	24.96	30.00	35.02	40.06	51.26	58.48	72.32	95.39	1.15	20½	
1.16	20¾		2.60	3.85	5.01	7.54	10.07	12.60	15.14	20.22	25.31	30.41	35.51	40.62	51.93	59.29	73.30	96.69	1.16	20¾	
1.17	21		2.64	3.90	5.08	7.64	10.20	12.77	15.34	20.50	25.68	30.83	36.00	41.19	52.64	60.12	74.34	98.08	1.17	21	
1.18	21¼		2.68	3.95	5.15	7.75	10.34	12.94	15.55	20.78	26.01	31.25	36.50	41.75	53.39	60.92	75.33	99.35	1.18	21¼	
1.19	21½		2.71	4.01	5.21	7.85	10.48	13.12	15.76	21.05	26.36	31.68	37.00	42.32	54.01	61.76	76.37	100.73	1.19	21½	
1.20	21¾		2.75	4.06	5.28	7.95	10.61	13.29	15.98	21.33	26.71	32.10	37.50	42.89	54.72	62.60	77.41	102.10	1.20	21¾	

METER NO. 091473RANGE 10-80DATE TESTED 7-19-1985

HWS

APPLIED PRESSURE			METER READING	FLOW ERROR (%)	FLOW CORRECTION FACTOR
UPSCALE	DOWNSCALE	AVERAGE			
14.00	13.50	13.75	10	-0.147	1.173
19.75	19.68	19.72	16	-0.099	1.110
23.50	23.00	23.25	20	-0.072	1.078
29.56	29.37	29.46	26	-0.060	1.064
33.75	34.0	33.88	30	-0.059	1.063
41.0	41.0	41.0	36	-0.063	1.067

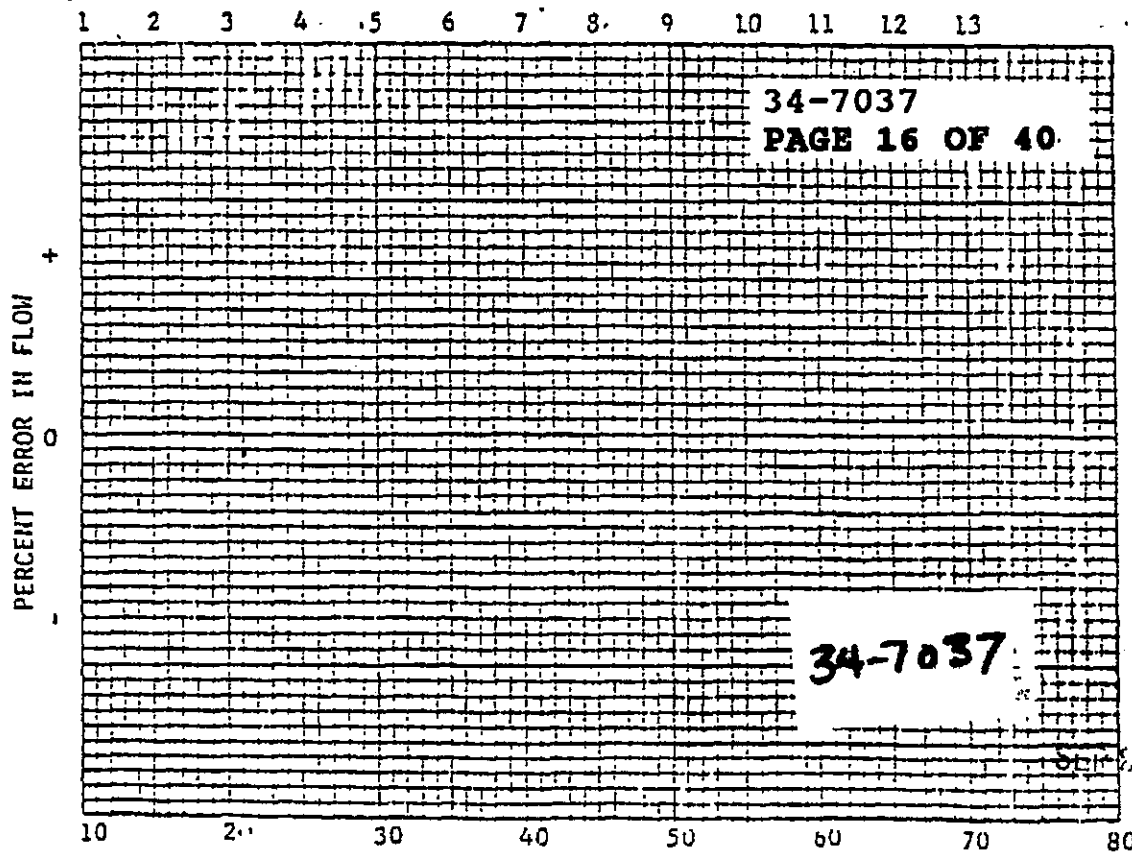


Exhibit G

For Office Use Only
Fee Received <u>15.00</u>
Date <u>4/6/83</u>
Receipt # <u>26457</u>

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

REQUEST FOR EXTENSION OF TIME

To provide additional time in which to submit
proof of beneficial use on a water right permit

CRATER FARMS INC. of P.O. Box 91 ARCO ID
(Name) (Address)

State of ID, deposes and says:

That he is the holder, or the duly authorized agent of the holder*, of Permit to Appropriate the Public Water of
the State of Idaho No 34-7037

That under the terms and conditions of said permit, work thereunder was required to be completed on or before
JUNE 1, 19 83

That he has heretofore performed the following work described under said permit:
(This must be filled out if no work has been completed put none.)
System is entirely completed, except one pump has not been
installed due to lack of approval of app for amendment.
Costing \$ 1,000,000

That he is unable to complete the remainder of the work within the required time for the following reasons, to-wit:
App for amendment was rec'd in IDWR offices on Jan 20, 1981.
It has still not been approved pending resolution of protests. This
extension request is based on the litigation clause of Section
42-204.

Wherefore, he asks that the Department of Water Resources extend the time for the completion of obligations
under said permit to September 1, 19 85.
(1 yr minimum, 5 yrs maximum)

June, 1983 + 27 months =

Delay due to "litigation" has been
Jan 81 - Mar 83 27 months to date

NOTE
AS OF JULY 1, 1980,
THERE IS A \$15.00
CHARGE FOR REQUESTS
FOR EXTENSION OF
TIME

Crater Farms Inc.
by William D. Bell, pres
(Signature)*

*IF OTHER THAN HOLDER, Power of Attorney must be supplied

ACTION OF THE DIRECTOR, DEPARTMENT OF WATER RESOURCES

IT IS HEREBY ORDERED that the above application for extension of time be APPROVED and the time within
which to submit the proof of beneficial use is extended to September 1, 1985.

Signed this 14th day of February, 19 85

MICROFILMED

J. Glen Saxton
Chief, Operations Bureau

Exhibit H

Big Lost River Irrigation District
P.O. Box 205
Mackay, Idaho 83251

January 12, 1998

Mr. Willard O. Bell
Crater Farms
P.O. Box 91
Arco, Id. 82131

Dear Willard :

You may wish to come to the next regular Board meeting because of the following:
In reviewing your 20 year transport agreement, prior to filing, I noticed that the IDWR license was for only 600 inches, whereas the Board approved 1000 inches on that document. To correct this I have re-typed the first page of this transport agreement noting that you have another license #-34-07138 for 16 CFS or another 800 inches. Although the original pumping agreement for this water was not found, I did find the first page, copy attached (which I know was approved in 1980). The corrected copy will be presented to the Board of Directors at the next regular meeting for approval on the 3rd of February starting at 1 P.M.

Would you please review this corrected first page and advise if it meets with your approval?

In the minutes of 1981 you were given permission to use the agreement for the Island, eastside, Arco and the Munsey Canal, whereas the Transport Agreement only lists the Island and Munsey. Did you wish to have the other canals included now also?

Yours truly,

Rita M. Lundy
Acting Office Mgr.

CC: Lynn Rothwell, Chairman